

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Padre Associates, Inc. with an address at 1861 Knoll Drive, Ventura, California 93003 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Morgan Jones at phone number (805) 568-3059 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Professional Environmental Services for Bonita School Road Replacement at phone number Contact No. (805) 644-2220 ext. 13 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated representative may also be referred to herein as the "Contract Administrator".

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Morgan Jones, 123 E. Anapmu Street, Santa Barbara, CA 93101, FAX: (805) 884-8081, mmjones@cosbpw.net

To CONTRACTOR: Professional Environmental Services for Bonita School Road Replacement, Padre Associates, Inc., 1861 Knoll Drive, Ventura, 93003, FAX

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. PERFORMANCE PERIOD

A. This contract shall go into effect on May 2, 2016, contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on April 30, 2021, unless extended by contract amendment or unless earlier terminated.

B. CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

6. FEDERAL AND STATE PREVAILING WAGE RATES

A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

7. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowable cost(s) of individual items.

B. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super or Omni Circular)

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under applicable Federal Regulations, are subject to repayment by CONTRACTOR to COUNTY.

D. All subcontracts in excess of \$25,000 shall contain the above provisions.

8. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

9. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any

errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

10. SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to COUNTY for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR'S obligation to pay its subcontractor(s) is an independent obligation from COUNTY'S obligation to make payments to the CONTRACTOR.

B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by COUNTY.

D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

E. Any substitution of subcontractor(s) must be approved in writing by COUNTY'S Contract Administrator prior to the start of work by the subcontractor(s).

11. EQUIPMENT PURCHASES

A. Prior authorization in writing, by COUNTY'S Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONTRACTOR'S Cost Proposal and exceeding \$5,000 prior authorization by COUNTY'S Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchase as a result of this contract is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR'S expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY."

C. All subcontracts in excess \$25,000 shall contain the above provisions.

12. DEBARMENT AND SUSPENSION

A. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

D. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, which certifies that CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility for participation in any state or local government agency contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

13. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

14. CONFLICT OF INTEREST

A. CONTRACTOR shall disclose in writing any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

15. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

16. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

17. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

18. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractors, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books,

records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

19. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY'S Deputy Director - Finance and Administration for Public Works.

B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.

20. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

21. NONDISCRIMINATION

A. COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

B. STATEMENT OF COMPLIANCE:

1. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

2. During the performance of this Contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title

2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

3. The CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

4. The CONTRACTOR, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

22. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONTRACTOR warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

23. PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONTRACTOR certifies to the best of his or her knowledge and belief that:

1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

24. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

25. PROCUREMENT OF RECOVERED MATERIALS

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

26. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

27. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

28. TERMINATION

A. COUNTY reserves the right to terminate this contract for convenience upon thirty (30) calendar days written notice to CONTRACTOR with the reasons for termination stated in the notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

B. COUNTY may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.

C. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

D. The maximum amount for which the COUNTY shall be liable if this contract is terminated is \$105,549 dollars.

E. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

29. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

30. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

31. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

32. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

33. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

34. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by

the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

35. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

36. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

37. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

38. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

39. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

40. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

41. PRECEDENCE

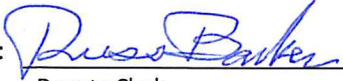
In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Padre Associates, Inc..

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: 
Chair, Board of Supervisors

Date: 7-19-16

RECOMMENDED FOR APPROVAL:

Public Works

By: 
Director of Public Works

CONTRACTOR:

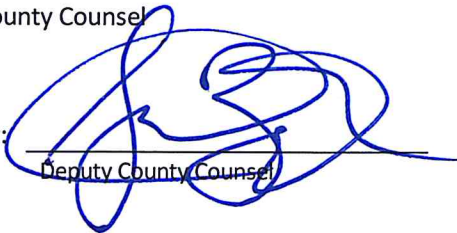
Padre Associates, Inc.

By: 
Authorized Representative

Name: Samuel A. Poulter
Title: Principal / Vice President

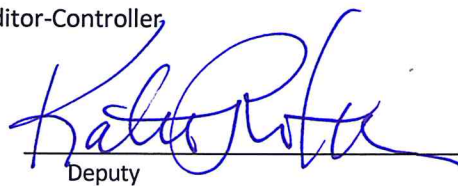
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

Matt Ingamells shall provide Professional Environmental Services for Bonita School Road Replacement and shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 365 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

**PROPOSAL TO PROVIDE
PROFESSIONAL ENVIRONMENTAL SERVICES
FOR THE BONITA SCHOOL ROAD BRIDGE
REPLACEMENT PROJECT**

**County Project no. 862367
Federal Project no. BRLO-5951(151)**



Prepared for:

Santa Barbara County Public Works Department
123 East Anapamu Street
Santa Barbara, California 93101

Prepared by:

Padre Associates, Inc.
1861 Knoll Drive
Ventura, California 93003

February 2016



February 19, 2016

Santa Barbara County Public Works Agency
123 East Anapamu Street
Santa Barbara, California 93101

Attention: Mr. Morgan Jones

**Subject: Bonita School Road Bridge Replacement Project
Proposal for Professional Environmental Services**

Dear Mr. Jones:

Padre Associates, Inc. (Padre) is pleased to submit the attached proposal in response to the Request for Proposal (RFP) issued by the Public Works Department dated February 1, 2016 for environmental compliance and permitting support for the subject project. Padre is a multidisciplinary consulting firm with complementary service lines in environmental sciences and geo-environmental services. Staff within our Ventura, Goleta and San Luis Obispo offices will be responsible for working with County Public Works on this project.

We believe Padre is exceptionally suited to provide the requested scope of services for the following reasons:

1. Padre is committed to providing quality environmental consulting services in a timely manner and at a competitive price.
2. Padre has a long established relationship with County Public Works and is currently working on two County bridge projects.
3. Padre has over 15 years' experience working on Caltrans Local Assistance projects, including numerous bridge projects in District 5.
4. Padre has prepared numerous CEQA documents for County projects (Transportation, Flood Control, Resource Recovery and Waste Management, Laguna County Sanitation District) and is very familiar with County requirements and thresholds of significance.
5. Padre has offices in close proximity to the project site (corporate office in Ventura with offices in Goleta and San Luis Obispo).
6. Padre staff members selected to provide environmental compliance and permitting support services are well qualified and experienced professionals in their respective fields of expertise as detailed in this proposal.

Padre has reviewed and is in concurrence with the County's Agreement for Services of Independent Contractor included in the RFP as Attachment B. The contents of the Proposal for Professional Environmental Services remains in effect for not less than 60 days from the proposal due date (February 22, 2016).

Mr. Simon Poulter, Principal is authorized to negotiate the contract, should Padre be selected. If selected, Padre will not participate in direct communication with the public, including news releases and interviews unless expressly authorized by the Director of Public Works.

If you should have any questions regarding Padre's proposal and/or require additional information during the selection process, please contact Mr. Matt Ingamells, Project Manager at (805) 644-2220 ext. 13 (mingamells@padreinc.com).

Sincerely,

PADRE ASSOCIATES, INC.



Simon Poulter
Principal/Manager
Environmental Sciences Group



Matt Ingamells
Project Manager/Senior Biologist
Environmental Sciences Group

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ATTACHMENTS

- A Level of Effort Spreadsheet (Hours Proposal)
- B Padre Associates and MNS Engineers Staff Resumes
- C DBE Form 10-02
- D Statement of Acknowledgement of the Agreement for Services of Independent Contractor

1.0 INTRODUCTION

The Bonita School Road crossing of the Santa Maria River consists of a 300-foot-long bridge (51C-0230) and approximately 2,000 feet of elevated roadway on fill in the riverbed. The Santa Barbara County Public Works Department (County) plans to replace the Bonita School Road bridge with a new 2,400 foot-long bridge to fully span the Santa Maria River. The project has been included in the California Department of Transportation (Caltrans) Highway Bridge Program as project no. BRLO-5951(151). \$200,000 has been programmed in the Highway Bridge Program for 2016 for preliminary engineering and environmental assessment.

Caltrans administers Federal funding provided to local agencies as part of the Highway Bridge Program, and is responsible to demonstrate compliance with the National Environmental Policy Act (NEPA) in coordination with the Federal Highway Administration. Therefore, this scope of work includes preparation of technical studies in support of NEPA compliance, in accordance with Caltrans requirements contained in its Standard Environmental Reference. The County is the lead agency under the California Environmental Quality Act (CEQA) and is responsible for preparation of documentation in compliance with the State and County CEQA Guidelines.

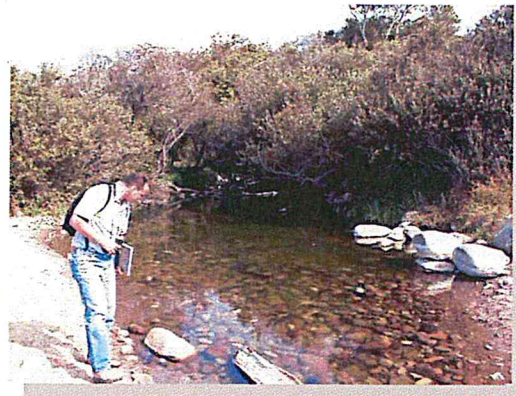
In addition, our proposed scope of work includes support to the County in obtaining instream permits for work within the Santa Maria River, and post-permitting support (preparation of a Habitat Mitigation and Monitoring Plan and Post-Construction Storm Water Plan). All work would be completed by Padre Associates staff, with the exception of the Post-Construction Storm Water Control and Treatment Plan which would be prepared by MNS Engineers.

2.0 QUALIFICATIONS

2.1 BACKGROUND

Padre is a multidisciplinary consulting firm assisting clients in the fields of environmental sciences, and geo-environmental services. We pride ourselves in providing cost-effective consulting and contracting services that meet or exceed our clients' requirements.

Padre was established in 1996 and is headquartered in Ventura, California. We have additional offices located in Goleta, Guadalupe, San Luis Obispo, Sacramento and Bakersfield. Our tax identification number is 77-0444582.



Currently our offices are staffed with approximately 100 professionals. Our personnel include professionals in the specialty areas identified below.

| PADRE STAFF – TECHNICAL CAPABILITIES | |
|---|---|
| <ul style="list-style-type: none"> • California-licensed Professional Civil Engineers, Geotechnical Engineers, • Professional Geologists, • Certified Engineering Geologists, • Certified Hydrogeologists, • Certified Professional Soil Scientists, • Certified Environmental Managers, • Registered Environmental Assessors (Class I and Class II), Certified Erosion Sediment Stormwater Inspectors, • Qualified Stormwater Pollution Prevention Plan Development/Practitioners, | <ul style="list-style-type: none"> • Certified Ecologists, • Botanists, • Wildlife Biologists, • Marine Biologists, • Certified SCUBA Divers, • Certified Caulerpa Survey Specialists, • Certified Wetland Scientists, • Environmental Scientists, and • Environmental Analysts. |

Padre provides a spectrum of environmental and geo-environmental services for local and regional projects as identified below.

| ENVIRONMENTAL SCIENCES SERVICES | GEOENVIRONMENTAL SERVICES |
|--|---|
| <ul style="list-style-type: none"> • CEQA/NEPA Documentation • Permitting Assistance • Natural Resources Studies • General Biological Studies • Wetlands Delineation • Special Status Species Surveys • Focused Specialty Studies • GIS/Spatial Mapping and Analysis • Mitigation Planning and Monitoring • Air Quality Studies • Noise Studies | <ul style="list-style-type: none"> • Phase I Environmental Site Assessments • Environmental Site Assessment and Site Characterization • Feasibility Studies and Preparation Implementation of Corrective Action Plans • Soil and Groundwater Remediation/ Consulting Risk-Based Corrective Action • Underground Storage Tank Program Risk Management |

Our Environmental Sciences Group manages and prepares all phases of environmental impact review documentation for small-scale development proposals to complex, long-range, area-wide planning programs, including Initial Studies/Negative Declarations, Environmental Assessments, Environmental Impact Reports, Environmental Impact Statements, and Categorical Exemptions. Members of our staff have received recognition from their clients for effective project management and delivery of comprehensive yet concise environmental documents. To achieve our goal of expedited project implementation, we work closely with our clients, agency staff, and the public to produce comprehensive and objective reports capable of withstanding rigorous review and legal challenge.

2.2 COMMITMENT TO CLIENTS

Padre understands that the County expects high quality work at a fair price from the consultants it hires. Commitment to quality and service is at the heart of our business philosophy. As a mid-size, regional firm, we must be concerned with the quality of our work to ensure the continuation of our operation. We practice a service-oriented approach that provides our clients with cost-effective products. Satisfied clients are the best testament to our commitment to quality. We encourage you to contact the references identified in Section 7.0 of this Proposal. We value our professional relationships with our clients, and depend upon providing continued services to our clients to ensure the future success of Padre.

2.3 PROJECT EXPERIENCE

We provide our clients environmental services for small-scale development proposals to complex, long-range, area-wide planning programs. Of particular relevance to this project is Padre's project experience with transportation and other infrastructure projects, CEQA/NEPA compliance, projects in Santa Barbara County and particularly our bridge replacement experience with the County. Select bridge replacement or rehabilitation projects involving Caltrans Local Assistance are listed below.

- Fernald Point Lane Bridge Replacement, Santa Barbara County (2015-present): Mitigated Negative Declaration (MND);
- Air Park Drive Bridge Replacement, San Luis Obispo County Public Works (2014-present): Natural Environment Study (NES), Biological Assessment (BA), Community Impact Study, Section 4(f) Memo, Visual Impact Assessment Memo;
- Foothill Road Low Water Crossing Replacement, Santa Barbara County (2011-present): MND, NES;
- Carpinteria Avenue Bridge Replacement, City of Carpinteria (2013-present): Environmental Impact Report, NES, BA, Noise Technical Memorandum, Water Quality Technical Memorandum, Visual Impact Assessment, Archeological Survey Report (subconsultant), permitting assistance;
- Mupu Road Bridge Rehabilitation, Ventura County Public Works (2014-2015): NES;
- Cathedral Oaks Road Bridge Replacement, Santa Barbara County (2010-2014): MND, NES, NES Addendum, Visual Impact Assessment;
- Jonata Park Road Bridge Replacement, Santa Barbara County (2009-2013): MND, NES, BA, permitting assistance, mitigation plan preparation, construction monitoring; and
- Telegraph Road Bridge Replacement, Ventura County Public Works (2006-2009): MND, NES, permitting assistance, construction monitoring.

3.0 PERSONNEL

The four principals of Padre provide the executive management of the company. Each of these individuals is committed to providing hands-on management of day-to-day and long-term operations. Firm principal, Simon A. Poulter, manages Padre's Environmental Sciences Group and serves as the Principal-in-Charge for environmental services projects (e.g., CEQA documentation and permitting). As Principal-in Charge for this project he will be responsible for all contract issues and quality control.

Mr. Simon A. Poulter. Mr. Poulter has over 30 years of experience as a project manager and environmental scientist responsible for the preparation of physical, biological, and cultural resource assessments for inland, coastal, and outer continental shelf projects. Mr. Poulter manages Padre's Environmental Sciences Group. In this role, he is responsible for supervising day to day operations of the group including business development, contract administration, staffing, quality assurance, cost control, and scheduling of ongoing projects. Mr. Poulter's experience includes the preparation of numerous environmental impact reports (EIA/EIR/EIS), resource assessment studies, and environmental training programs for large infrastructure projects within the western United States, as well as several international projects. Mr. Poulter has extensive experience in the preparation of permit applications and oversight of the implementation of permit conditions associated with development and restoration projects within the coastal zone. Mr. Poulter has a B.A. in Marine/Aquatic Biology and Physical Geography, from Wittenberg University, and a M.R.P. in Environmental Planning from the University of Pennsylvania. Mr. Poulter is a founding Principal and Vice President of Padre, and based in the Goleta office. His e-mail address is spoulter@padreinc.com.

Mr. Matt Ingamells. Mr. Ingamells will serve as Project Manager, and will oversee all aspects of the project including coordination with the environmental review team members and County staff. He will prepare progress reports and will be responsible for the overall coordination of the technical studies and the MND. Mr. Ingamells will also be the task leader for the NES, BA and biology, air quality, greenhouse gas and noise sections of the MND.

Mr. Ingamells is the Senior Biologist and Project Manager for Padre's Biological Resources Group. He has over 35 years of experience in biological impact assessment, constraints analysis, air quality, traffic noise impact assessment, wetland delineation, permitting, wetland mitigation, mitigation monitoring and CEQA document preparation. Mr. Ingamells is also a former air pollution engineer for the County of Santa Barbara and has conducted numerous air quality impact analyses for a variety of project types. He has also conducted complex health risk assessments for various facilities including municipal landfills and oil and gas processing facilities. Mr. Ingamells has also conducted traffic noise modeling for numerous projects with Caltrans oversight.

Mr. Ingamells has earned a B.S. in Environmental and Systematic Biology from California Polytechnic State University San Luis Obispo and an M.A. in Biology from U.C. Santa Barbara. He is also a Certified Ecologist through the Ecological Society of America. He has been a Padre employee since June 1997, and is the Biological Group Manager in the Ventura office. His e-mail address is mingamells@padreinc.com.

Ms. Donna M. Hebert. Ms. Hebert will prepare the farmland study, visual resources assessment and community impact assessment, and sections of the MND (land use, aesthetics, agriculture, growth inducement, and other environmental issues). Ms. Hebert has over 25 years of experience as an environmental professional, and specializes in the management and preparation of environmental documentation in compliance with CEQA. She has also prepared combined NEPA/CEQA environmental documents in compliance with the specific environmental review formats required by Federal project proponents and funding agencies.

Ms. Hebert has a B.S. in Forest Management from the University of Maine and an M.A. in Environmental Education from California Polytechnic State University in San Luis Obispo. She also has a Certificate in Mediation and Negotiation from the University of California, Santa Barbara. Ms. Hebert has been an employee of Padre since 1997 and is the senior CEQA professional in Padre's Ventura office. Her e-mail address is dhebert@padreinc.com.

Ms. Rachael J. Letter, R.P.A. Ms. Letter is Padre's Senior Archaeologist / Project Manager. She will be responsible for preparation of the APE map, archeological survey report and historic property survey report. Ms. Letter has over nine years of experience as an archaeologist and cultural resource management professional, with more than five years in California. Her educational credentials include a M.S. degree in Industrial Archaeology Michigan Technological University and a B.A. degree in Archaeology from the University of Evansville.

Prior to joining Padre in 2014, Ms. Letter was an archaeologist with Garcia and Associates where she directed Extended Phase I testing for the new Porterville Superior Courthouse, Phase I surveys and Phase II testing for the Owens Lake Dust Mitigation Program, Phase I surveys and Phase III data recovery excavations at the Chevron Estero Marine Terminal, Phase II archaeological testing and evaluation at the Chevron San Luis Obispo Tank Farm, and Phase I surveys in East Cat Canyon in Santa Barbara County. She has also surveyed and documented historic sites and properties on Vandenberg Air Force Base. Ms. Letter works from the San Luis Obispo office. Her e-mail address is rletter@padreinc.com.

Mr. Eric Snelling. Mr. Snelling is a Padre Principal and San Luis Obispo Office Branch Manager. He will be responsible for preparation of the Initial Site Assessment and hazardous materials (including lead-based paint, asbestos-containing materials) testing and evaluation. Mr. Snelling has over 23 years of experience as an environmental specialist and manager of environmental projects. Mr. Snelling provides permitting assistance to Padre's private and public clients and has facilitated the permitting process for projects with multi-agency permit requirements. He is experienced in conducting Phase I and Phase II environmental site assessments, environmental impact analyses for CEQA and NEPA documents, and performing environmental monitoring.

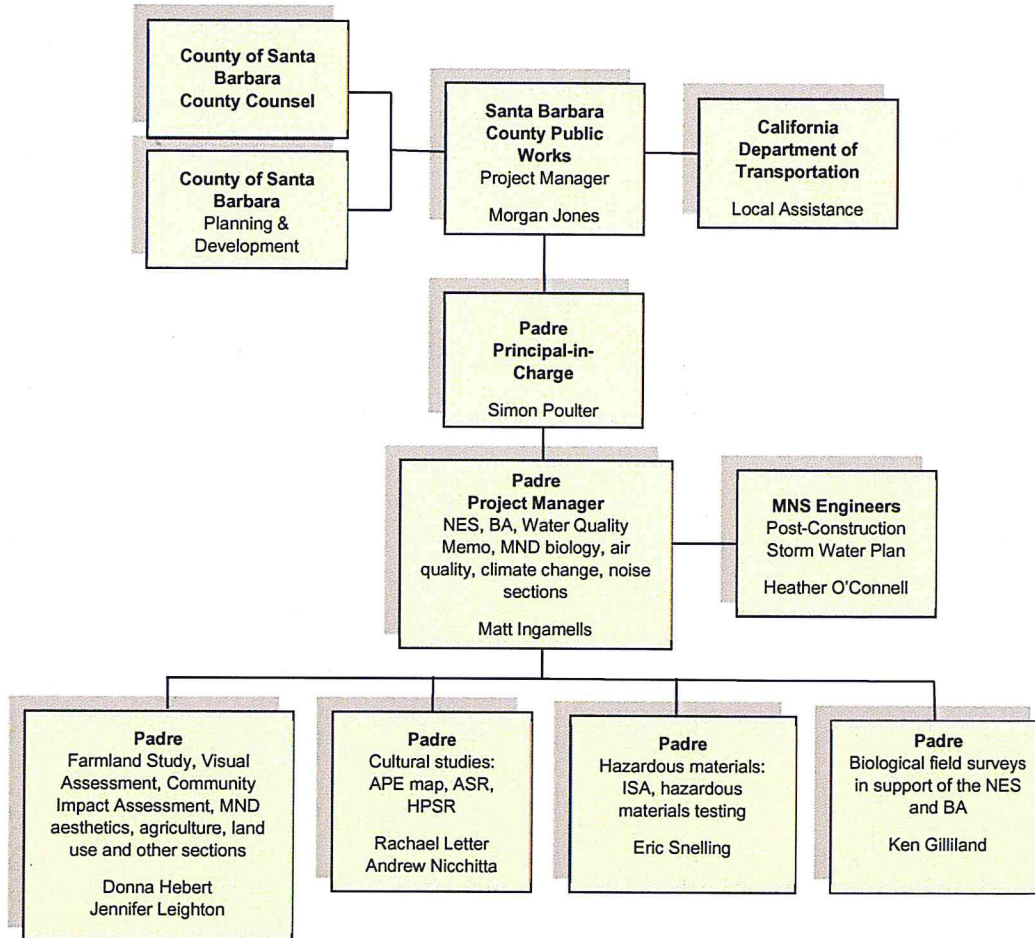
Mr. Snelling holds a B.S. degree in City and Regional Planning from California Polytechnic State University at San Luis Obispo, and a professional certificate in Hazardous Materials Management from the University of California at Santa Barbara. Mr. Snelling is currently completing requirements for a M.S. degree in Water Resources Management at California State University, Fresno. Mr. Snelling has been an employee of Padre since October 1997. His e-mail address is esnelling@padreinc.com.

Mr. Ken Gilliland. Mr. Gilliland has approximately 15 years of local biological consulting experience, and will assist Mr. Ingamells in preparation of the NES and BA. He holds an M.S. in Biological Sciences from California State Polytechnic University, San Luis Obispo and a B.S. in Zoology from Humboldt State University. Mr. Gilliland is commonly involved with projects that include vegetation monitoring and restoration, California and Federal special-status species surveys and monitoring, water quality monitoring, project-related construction and mitigation monitoring, and human-wildlife conflict mitigation. He has extensive experience with special-status wildlife species in the Santa Barbara County region, including California red-legged frog and California tiger salamander. Mr. Gilliland joined Padre in 2005 and works at the Padre Ventura office. His email is kgilliland@padreinc.com.

Ms. Jennifer Leighton. Ms. Leighton is available to assist Ms. Hebert in preparation of NEPA technical studies and sections of the MND as needed. As a Project Manager/Environmental Analyst, Ms. Leighton's work focuses on environmental impact assessment relating to CEQA/NEPA compliance and environmental permitting services. Her recent pertinent project experience includes serving as the Project Manager for the Goleta Beach Hazards Removal Project; County of Santa Barbara Flood Control and Water Resources Agency - Routine Maintenance Activities in the Goleta Slough SEIR; and Southern California Gas Company - La Goleta Gas Storage Field Enhancement Project permitting.

Ms. Leighton has a B.A. in Environmental Studies (focus on California Policy and Coastal Processes) from the University of California, Santa Barbara. She has been an employee of Padre since 2001 and is based in Padre's Ventura office. Her e-mail address is jleighton@padreinc.com.

MNS Engineers. As a subconsultant to Padre, Ms. Heather O'Connell of MNS Engineers will prepare the Post-Construction Storm Water Control and Treatment Plan, including a Project Report describing proposed facilities, best management practices and compliance with regulations. Ms. O'Connell is registered Professional Engineer and certified QSD/QSP with regard to storm water design and management in compliance with general storm water permits. She has over 18 years of experience in engineering design, permitting and environmental compliance focusing on infrastructure projects, irrigation and process water supply.



ORGANIZATION CHART

4.0 STUDY METHODOLOGY

Padre will work closely with County staff throughout the duration of the environmental review process. The Padre Project Manager, Mr. Ingamells, will be the primary contact for project management issues for all phases of the project. Due to Mr. Ingamells' extensive experience with local bridge replacement projects, his knowledge and insights will be valuable.

Padre will provide the County assistance in completing environmental clearance for the project, including:

1. Preparation of NEPA technical studies;
2. CEQA document (Mitigated Negative Declaration [MND]) preparation;
3. Public participation/decision-maker hearings support;
4. Permitting assistance; and
5. Pre-construction assistance.

Our goal is to assist the County in preparing legally adequate environmental documentation pursuant to CEQA in an efficient and cost effective manner, and facilitate NEPA compliance by Caltrans. Similar to other bridge replacement projects, we anticipate first preparing NEPA technical studies based on ~35 percent engineering design information and refining the impact assessment using more specific engineering design details in the CEQA document as it becomes available (likely ~50-65 percent design). Similar to other bridge replacement projects, we have assumed NEPA compliance would consist of a Categorical Exclusion supported by technical studies. Therefore, preparation of a NEPA document (environmental assessment) is not expected to be required.

To reduce costs associated with environmental data collection, we will utilize CEQA documents prepared for other projects in the area including County Flood Control projects, Laguna County Sanitation District projects, County Public Works Transportation projects and land use development projects.

Additionally, Padre will provide support in the public participation/document approval process with the objective of listening to, recording and considering the concerns voiced by stakeholders, as well as providing clear and concise information to the decision-makers and public relative to the environmental impacts of the project.

We will also provide as much support as needed to the County during instream permitting activities, including assisting in review of draft permits and biological opinions, and preparation of mitigation plans.

As requested in the RFP, all documents will be provided in Microsoft Word 2010 and Adobe Acrobat format, with file sizes that can be easily uploaded to the County's website. If requested, the draft and final MNDs can be formatted with line numbers.

4.1 PROJECT INITIATION

Padre proposes that the environmental compliance process be initiated at a project kick-off meeting, where Padre will coordinate with County staff and the County's engineering consultant to discuss roles and responsibilities, information needs and develop a preliminary project schedule.

4.2 NEPA TECHNICAL STUDIES

As the RFP includes a list of required technical studies, we assume the County has prepared a Preliminary Environmental Study (PES) form for Caltrans review. Our scope of work for technical studies is based on the requirements of the RFP; however, we have the experience and ability to prepare any additional technical studies if required by Caltrans following review of the PES form.

4.2.1 Initial Project Description

Following County approval of preliminary plans (~35 percent design) and the bridge type selection report prepared by the County's engineering consultant, Padre will prepare and submit an initial project description for review by the County. The purpose of this project description is to define the project and alternatives to allow preparation of NEPA technical studies. Our scope of work includes assessment of up to two project alternatives in the NEPA technical studies. Should the initial project description be substantially modified during preparation of NEPA technical studies, a revision to our scope and fee may be required.

4.2.2 Natural Environment Study (NES)

Based on review of the California Natural Diversity Data Base and our work on the County Flood Control Unit II Channel Realignment Project, the following special-status species occur in the immediate project area:

Animals

- Monarch butterfly;
- Southern California steelhead (Federal endangered, critical habitat);
- Arroyo chub;
- Western spadefoot toad;
- California red-legged frog (CRLF, Federal threatened);
- Coast horned lizard;
- Western pond turtle;
- Burrowing owl;
- California horned lark;
- Loggerhead shrike; and
- Tri-colored blackbird.

Plants

- Sand mesa manzanita; and
- Blochman's leafy daisy.

Padre will conduct a minimum of two botanical surveys of the project site during blooming periods of special-status plants known from the area. We will also conduct general wildlife surveys to prepare an inventory of the project site. Protocol surveys for California red-legged frog (CRLF) will not be conducted as this species has been reported from the project vicinity. However, one bat survey will be conducted using ultra-sonic recording equipment and SONOBAT3 software to identify bat use of the bridge and vicinity.

An Area of Direct Impact (ADI) will be identified for the proposed project and alternatives based on the initial project description, and used to assess impacts. The NES will be prepared in accordance with the methodology outlined in the Caltrans Environmental Handbook, Volume 3 - Biological Resources, Chapter 2 – Natural Environment Study. As such, Padre will prepare the NES to the specifications outlined within the most recent Caltrans NES template. The NES will address the proposed project and up to two alternatives, potentially including an alternative alignment and/or approach roadway configurations.

The NES will include a preliminary jurisdictional determination and impact assessment within the permit jurisdiction of the California Department of Fish and Wildlife (CDFW) and Corps of Engineers. Potential direct and indirect impacts to waters of the U.S. and wetlands will be identified, and avoidance and minimization measures will be provided as appropriate. The NES will include a discussion of compliance with relevant Federal laws, acts and executive orders. Sufficient information will be provided to facilitate preparation of permit applications and the MND, including a conceptual habitat mitigation plan. A Quality Control and Assurance for Biological Reports form will be submitted with the NES as required by Caltrans District 5.

The Internal Draft NES will be revised as appropriate based on comments received from County. The Draft NES will be reproduced (up to five hardcopies) and submitted to Caltrans for review. Padre will revise the Draft NES as appropriate based on comments received from Caltrans. We have budgeted for up to two NES revisions (up to five hardcopies each) based on Caltrans comments.

4.2.3 Biological Assessment (BA)

The purpose of the BA is to facilitate formal consultation between Caltrans and U.S. Fish & Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS), and is focused on Federally-listed species. Species anticipated to be included in the BA are limited to CRLF and southern California steelhead. Padre will prepare the BA based on the ADI for the proposed project, in accordance with the format and content requirements outlined within the most recent Caltrans BA template. Sufficient information (listed species descriptions, description of potential take, avoidance and minimization measures, and take determinations) will be provided in the BA to facilitate preparation of a biological opinion by USFWS and NMFS.

The Internal Draft BA will be revised as appropriate based on comments received from County. The Draft BA will be reproduced (up to five hardcopies) and submitted to Caltrans for review. Padre will revise the Draft BA as appropriate based on comments received from Caltrans. We have budgeted for up to two BA revisions (up to five hardcopies each) based on Caltrans comments.

4.2.4 Cultural Studies

Padre will prepare an Area of Potential Effect (APE) map based on the ADI described in Section 4.2.2. The Project APE will include the existing right-of-way, new right-of-way, all construction and staging areas (including access roads), and material disposal sites that may be impacted by project activities. The APE map will be forwarded to the County project manager for review, then sent to Caltrans for approval and signature. We will prepare an Archeological Survey Report (ASR) in accordance with Volume 2 of Caltrans' Standard Environmental Reference. This effort will include a field survey (surface only) of the APE and buffer by qualified archeologists, cultural resources record search (including local historic properties and landmarks), sacred lands file search, Native American consultation, impact assessment, and avoidance and minimization measures. Our fee estimate is based on the assumption that that no archaeological resources will be identified within the Project APE, such that formal documentation of these resources would require a contract modification. A Historic Property Survey Report (HPSR) will be prepared and summarize the results of the ASR, including consultation with interested parties such as Native Americans. The ASR will be an attachment to the HPSR and provide all technical details.

The Internal Draft ASR will be revised as appropriate based on comments received from the County. The Draft ASR and HPSR will be reproduced (up to five hardcopies) and submitted to Caltrans for review. Padre will revise the Draft ASR and HPSR as appropriate based on comments received from Caltrans. We have budgeted for up to two ASR and HPSR revisions (up to five hardcopies each) based on Caltrans comments.

4.2.5 Farmland Study

A stand-alone Farmland Study will be prepared if required, but we recommend it be incorporated into the Community Impact Study. We will identify important farmlands (prime, statewide importance, unique) within the ADI based on mapping conducted by the California Department of Conservation. Direct and indirect impacts of the project and alternatives will be assessed and included on Form AD-1006. Form AD-1006 will be forwarded to the County and Caltrans to be completed by the Natural Resources Conservation Service (NRCS). If NRCS determines the project may be inconsistent with the Farmland Protection Policy Act, avoidance and minimization measures will be provided. Such measures may include project modifications to reduce farmland conversion, or conservation easements to prevent future farmland conversion in adjacent areas.

The Draft Farmland Study will be reproduced and submitted to Caltrans for review. Padre will revise the Draft Farmland Study as appropriate based on comments received from Caltrans. We have budgeted for one Farmland Study revision based on Caltrans comments.

4.2.6 Visual Impact Assessment (VIA)

The bridge site is located at least one mile from public viewing locations such as the Bonita Elementary School, City of Guadalupe, Route 166, community of Nipomo and Division Street. In general, proposed improvements would be low in elevation or near grade level. However, a raised bridge profile may be considered. We anticipate the VIA will consist of a short memo and completed VIA Questionnaire. Therefore, our VIA scope of work does not include any photo-simulations of the proposed bridge.

4.2.7 Community Impact Study

This study will address impacts to properties affected by temporary construction easements or permanent right-of-way take. Issues addressed may include adverse construction-related (reduced access) and permanent effects on the adjacent greenhouse operation, changes in property values, and relocation of commercial operations. We will prepare a Technical Memo in compliance with Volume 4 of Caltrans' Standard Environmental Reference. The Draft Community Impact Study will be submitted to Caltrans for review. Padre will revise the Draft Community Impact Study as appropriate based on comments received from Caltrans. We have budgeted for one Community Impact Study revision based on Caltrans comments.

4.2.8 Initial Site Assessment (ISA)

Padre will prepare an ISA for the proposed project, with the objective to determine, based on available information, whether current or previous land use at or adjacent to the project site may have involved, or resulted in the use, storage, disposal, and/or release of hazardous substances to the environment. The ISA will be prepared in accordance with the Caltrans ISA Preparation Guidelines, and the American Society of Testing and Materials (ASTM) protocol. The ISA will be based on readily available regulatory agency information and any site-specific information from the County.

Historical Documentation. Padre will research and review pertinent, readily available geologic and hydro-geologic literature, and available historical aerial photographs, historical documentation, County right-of-way maps, and topographic maps of the project site and surrounding areas. Additionally, Padre will interview knowledgeable persons who are familiar with the historical operations at the project site, and will review documents supplied by the County.

Site Reconnaissance. Padre will perform a reconnaissance of the project site and evaluate the bridge and adjacent areas for potential sources of hazardous substances contamination. The reconnaissance will include a detailed site visit to assess the presence of on-site hazardous substances use, storage, treatment, and/or disposal.

Regulatory Agency Review. Padre will obtain a current database search report for the bridge site and the surrounding area within the ASTM-prescribed radii. Additionally, Padre will contact applicable county, state, and federal agencies to review readily available files, records, permits, and known sites lists, as well as interviewing knowledgeable agency personnel. The agencies to be contacted will include County Environmental Health Services, RWQCB and California Department of Toxic Substances Control.

Report Preparation. Padre will prepare the ISA Report presenting our methods of assessment, findings, conclusions, and recommendations. An ISA Checklist form will be included in the report as required by Caltrans guidelines. The Report will document the results of the historical and agency records research and will identify potential responsible parties for each current or historical area of potential environmental concern within the project site. The Report will contain a map of the project site which illustrates the areas of potential environmental concern. In addition, the results of hazardous materials testing (see Section 4.2.9) will be presented in the ISA Report, including management/mitigation recommendations.

The ISA Report will be prepared in draft form and submitted to the County for review and comment. Following the receipt of County comments, Padre will revise the ISA for submittal to Caltrans for review and comment. Following the receipt of Caltrans comments, Padre will revise the ISA Report and will provide five copies of the final Report to the County for distribution.

4.2.9 Hazardous Materials Testing

Padre will collect samples of potential asbestos-containing materials (ACM) and lead-based paint (LBP) surface coatings from the existing bridge to determine if demolition would result in exposure of the public to these hazardous materials. Due to the expected low historic traffic volumes on Bonita School Road, we have assumed that aerially-deposited lead is not a concern. However, this will be confirmed as part of ISA preparation. Soil testing and assessment of aerially-deposited lead may be included if required, but would require a budget modification.

ACM Sampling. Padre's California Certified Asbestos Consultant and/or California Site Surveillance Technician will complete a site survey and collect representative samples of suspect materials such as pipe wrap, guard rail shims and similar materials. Bulk material samples will be collected from all visually and physically accessible suspect construction materials using destructive sampling techniques, and submitted to an approved analytical laboratory for microscopic analysis of asbestos using polarized light microscopy (PLM) by U.S. EPA method 600/R-93/116. The analytical laboratory will also be instructed to microscopically analyze any bulk samples that are indicated to have "Trace" concentrations of asbestos as a result of the PLM analyses, utilizing the PLM 400-Point Count microscopy method to further quantify indicated asbestos concentrations. If destructive sampling techniques cannot be used for the bulk material sample activities due to system integrity concerns, or some suspect construction materials are discovered but inaccessible for bulk sampling, then Padre will identify these materials as assumed ACM and document the materials as such in the ISA Report.

All survey inspection and sample collection activities will be conducted in close accordance with the ASTM standard E 2356-04, *Standard Practice for Comprehensive Building Asbestos Surveys*. All samples will be logged in the field at the time of collection on field data sheets. Additionally, the bulk sample collection locations will be photographed and logged on the field data sheets. Chain-of-custody documentation will be used for all bulk samples collected for submittal to the analytical laboratory. All site inspection, sample collection, and survey reporting activities will be performed under the auspices of Padre's Certified Asbestos Consultant.

LBP Sampling. Padre will perform a site inspection and survey, including the collection of surface coatings suspected to contain LBP. Samples will be collected from all identified suspect surface coatings using destructive sampling techniques (paint chip sampling) and submitted to an approved analytical laboratory for chemical analyses of total lead by U.S. EPA method 7420. Padre's LBP survey and site reconnaissance will include the identification of surface coatings by color, functional space (if applicable), and homogeneity; identification of the current condition of the surface coating; identification of layers of surface coatings; and, an estimation of the quantities of identified surface coatings present at the bridge site.

All site inspection and sample collection activities will be conducted in close accordance with *Test Methods for Evaluating Solid Waste, Physical/Chemical Methods* (U.S. EPA SW-846). All samples will be logged in the field at the time of collection on field data forms. Additionally, the sample collection locations will be photographed and logged on field data forms. Chain-of-custody documentation will be used for all surface coating samples collected and submitted to the analytical laboratory. All site inspection, sample collection, and survey reporting activities will be performed under the auspices of a Registered Environmental Property Assessor (REPA) registered with the National Registry of Environmental Professionals.

Assumptions. Our fee proposal is based on the collection and laboratory analysis of up to 12 samples of suspected ACMs and up to 12 samples of suspected LBP. Additional samples or additional analyses may require a modification to our hazardous materials testing budget.

4.2.10 Water Quality Technical Memorandum

Padre will prepare a Technical Memorandum, focusing on measures to reduce construction-related water quality impacts to the Santa Maria River. Such impacts may include temporary stream diversion, geotechnical boring, pile drilling, dewatering of drill holes and storm water run-off. The Technical Memorandum will include a discussion of existing water quality (based on existing data), water quality impairment issues, potential sources of pollutants, and best management practices to be implemented. Our budget is based on providing up to five copies of the Water Quality Technical Memorandum to the County and Caltrans, and one comment-review cycle (draft, final).

4.3 MITIGATED NEGATIVE DECLARATION (MND)

4.3.1 Refined Project Description

It is anticipated the engineering design will progress during the period NEPA technical studies are prepared and approved, such that the initial project description will need to be expanded and updated. Padre will prepare and submit a draft project description for review by the County, and will include:

- Identification of affected parcels and property owners;
- History and background of any prior environmental analysis;
- Location description including regional and vicinity maps, site layout exhibits (based on engineering drawings to be provided);
- Statement of project objectives;

- List of requested actions/discretionary approvals; and agencies expected to use the MND; and
- Detailed description of the project's technical, economic and environmental characteristics.

We plan to work closely with the County's engineering consultant to ensure the project description provides the greatest detail available and represents the most current design.

A final project description addressing County comments on the draft will be provided and will serve as the basis for all environmental review. Note that changes to the project description after approval by the County may result in changes to our work scope and, therefore, schedule and cost.

4.3.2 Administrative Draft MND

Padre Associates will prepare and submit the Administrative Draft MND to the County in accordance with the schedule of deliverables provided in Section 5.0. The Administrative Draft MND will follow the most recent template provided by County Planning & Development, and be consistent with County of Santa Barbara Guidelines for the Implementation of CEQA (2008), and Environmental Thresholds and Guidelines Manual (2015 update).

4.3.3 Draft MND

The Draft MND will incorporate changes to the Administrative Draft MND determined necessary by the County during administrative review by County staff, including the Planning & Development Department and County Counsel (as appropriate). Our level of effort estimates are based on the assumption that all comments will be compiled into one volume before submittal to Padre. It is understood that the Draft MND may require minor revisions and refinement before printing.

Padre will prepare and submit the Draft MND to the County in accordance with the schedule of deliverables provided in Section 5.0. Padre will be responsible for the associated related subtasks:

1. Generating electronic copies and hard copies of the Draft MND; and
2. Mailing copies of the Draft MND to the County-generated distribution list.

4.3.4 Responses to Comments on the Draft MND

As comments are received during the Draft MND review phase they will be forwarded by the County to Padre for response including as necessary additional analysis as approved and directed by County. Upon completion of the minimum 45-day public review period and receipt of all comments on the Draft MND, Padre will prepare written responses to written comments on the Draft MND and make any necessary revisions to the text.

All changes to the text will be noted with underlining and strikethrough. It is anticipated that collaboration with the County will be an integral part of developing the response approach. The comment letters will be incorporated into the document and comment numbers added in the margins if not already provided. The proposal assumes that no more than 10 letters with a total of 25 unique comments will require response. It is anticipated that some of the comments will be very similar and may be treated as a single unique comment. If more than the anticipated number of comments require response, Padre can provide this additional service if requested by the County. The proposed level of effort (Section 6.0, Attachment A) assumes that the comments will not require extensive new analysis or revisions to the text of the MND.

4.3.5 Administrative Final MND

Upon receipt of comments from the County on the responses to comments on the Draft MND, Padre will prepare an Administrative Final MND, which incorporates any revisions needed to respond to the County's comments.

4.3.6 Mitigation Monitoring and Reporting Plan

Pursuant to Section 15097 of the State CEQA Guidelines, Padre will prepare a Mitigation Monitoring and Reporting Plan for adoption during the project approval process.

4.3.7 Final MND

After final decision-maker action on the environmental review document, Padre will prepare the Final MND, which will include any modifications as requested by the decision-makers and County staff. Padre will be responsible for the associated related subtasks:

1. Generating electronic copies and hard copies of the Final MND; and
2. Mailing copies of the Final MND to the County-generated distribution list.

4.3.8 Noticing, Meetings and Hearings

Noticing of the availability of the Draft MND will be completed by Padre in coordination with the County. This will include preparation of the written notice for mailing and or publication. However, Padre assumes that County will cover the costs associated with publication of notices in newspapers.

Padre will coordinate progress reports, and attend meetings and hearings:

- Progress reports (monthly conference calls);
- Project Development Team meetings (three assumed);
- Draft MND public hearing; and
- Board of Supervisors hearing.

4.4 MND IMPACT ISSUES AND ASSESSMENT METHODOLOGY

This section identifies the CEQA environmental issue areas anticipated to be addressed in the MND. A brief discussion of the impact assessment methodology is also provided for selected issue areas of concern. Consistent with the County's initial study checklist, environmental issues to be addressed in the MND include:

| | |
|------------------------------|-----------------------------------|
| Aesthetics/Visual Resources | Agriculture Resources & Land Use |
| Air Quality & Climate Change | Biological Resources |
| Cultural Resources | Energy |
| Fire Protection | Historic Resources |
| Geological Processes | Hazardous Materials/Risk of Upset |
| Noise | Public Services/Utilities |
| Recreation | Transportation/Circulation |
| Water Resources/Flooding | |

Short-term, long-term, direct, indirect and cumulative impact evaluations will be provided. Thresholds taken from the County's Environmental Thresholds and Guidelines Manual will be identified for each issue area.

4.4.1 Aesthetics/Visual Resources

The proposed bridge would be distant from any public viewing areas, but could be visible on the horizon. The aesthetics section will provide a description of the visual setting of the project site, identify public viewing areas that may be affected, and discuss the overall visual sensitivity of the project area. Resources may include the Orcutt Community Plan, County Comprehensive Plan and City of Santa Maria General Plan.

The impact analysis will include both construction-related impacts (exposed soils and changes in landform associated with bridge removal, grading, potential temporary crossing) and long-term impacts (bridge structure). Site photographs will be provided and project-related changes to the visual quality and character of the site will be identified. Due to the rural setting and lack of nearby public viewing areas, a photo-simulation is not proposed. If requested, we can prepare a photo-simulation(s) of the proposed bridge based on design drawings and any proposed architectural treatments. However, a modification to our budget would be required. Mitigation measures will be provided as appropriate and may include architectural modifications to be consistent with other local bridge designs and lowering the overall height of the structure.

4.4.2 Agricultural Resources & Land Use

An agricultural resources setting section will be provided, focusing on important farmlands (prime, state-wide importance, unique), high capability unit soils and existing agricultural practices in the vicinity of the bridge site. Padre will assess potential impacts (conversion, conflicts) to agricultural resources associated with temporary and permanent changes in land use. Important farmlands will be identified within and adjacent to the project site. The agricultural land value will be assessed for any farmlands to be converted, using the County's Agricultural Resource Guidelines. In addition, a policy consistency analysis will be provided addressing relevant policies of the County Comprehensive Plan.

4.4.3 Air Quality & Climate Change

An air quality/climate change setting section will be provided, focusing on existing ambient air quality, applicable regulations and significance thresholds, current air quality planning and climate change planning activities and plans. In coordination with the County's engineering consultant, a construction schedule will be developed. The schedule will be used to estimate peak day and peak year construction emissions (air pollutant and greenhouse gases) using the EMFAC2014 and OFFROAD emissions estimation models developed by the California Air Resources Board. Long-term air pollutant or greenhouse gas emissions associated with bridge replacement are not anticipated as no change in traffic patterns or volumes would occur.

Construction-related greenhouse gas emissions will be estimated for the peak construction year, using the OFFROAD model and California Climate Action Registry General Reporting Protocol, and compared to the County's threshold of significance. We understand the newly adopted greenhouse gas emissions threshold for industrial stationary sources does not apply.

4.4.4 Biological Resources

The biological resources section of the MND will be based on the NES and BA, and updated to reflect any refinements to the project description. A biological resources setting section will be provided, focusing on special-status species reported from the project area with special emphasis on listed species (CRLF and steelhead). Depending on the time elapsed since the NES was prepared, biological surveys conducted as part of NES preparation may be updated.

An impact assessment will be provided for the proposed project, including short-term, long-term and cumulative effects. Mitigation measure development will be consistent with the NES and BA, focusing on avoiding take of listed species and minimizing impacts to other special-status species. A conceptual mitigation plan will be prepared, which may include habitat restoration of the ADI and possibly adjacent/off-site areas.

4.4.5 Cultural/Historic Resources

The cultural resources section of the MND will be based on the ASR and HPSR, and updated to reflect any refinements to the project description. An impact assessment will be provided for the proposed project, including short-term, long-term and cumulative effects. Mitigation measure development will be consistent with the ASR, focusing on avoiding disturbance of known archeological sites and assessing and cultural resources discovered during construction. Construction monitoring by an archeologist may be recommended as appropriate.

4.4.6 Hazardous Waste/Materials

The hazardous waste/materials section of the MND will be based on the ISA and results of lead-based paint and asbestos-containing materials testing, and updated to reflect any refinements to the project description. The public may be exposed to hazardous materials during demolition. Mitigation measures will be provided potentially including development and implementation of a management plan to remove and/or encapsulate these materials prior to demolition.

4.4.7 Water Resources/Flooding

Padre will provide a water resources setting based on the Water Quality Technical Memo addressing the project area, including surface water, groundwater and floodplains. Issues of concern include construction-related activities (ground disturbance, stream diversion, geotechnical boring, pile drilling, drill hole dewatering, storm water run-off) and post-construction conditions (storm water detention and treatment). These impacts will be assessed based on engineering plans and drawings provided by the County. Mitigation measures may include implementation of best management practices for construction activities (storm water), groundwater treatment (settling) prior to discharge to surface water, and a conceptual post-construction storm water control and treatment plan.

4.5 INSTREAM PERMITTING SUPPORT

Padre will provide support to the County with regard to obtaining permits from CDFW (streamed alteration agreement), Corps of Engineers (nationwide permit authorization) and RWQCB (Section 401 water quality certification) authorizing construction work within the Santa Maria River.

Based on County responses to consultant questions on the RFP, supporting tasks will be limited to:

- Preparation of exhibits indicating impacts within jurisdictional areas;
- Coordination with regulatory agencies, potentially including providing additional information and attending site visits; and
- Negotiation of permit conditions in coordination with County staff.

4.6 PRE-CONSTRUCTION SUPPORT

4.6.1 Habitat Mitigation and Monitoring Plan (HMMP)

Padre will prepare the HMMP as anticipated to be required by regulatory permits, in accordance with the required Corps of Engineers and CDFW format and contents. The HMMP will be consistent with the MND and permit conditions, and focus on restoration of habitat disturbed by project construction. Enhancement of storm water detention/treatment basins (see Section 4.6.2) will be included in the HMMP as appropriate. The HMMP will provide sufficient detail to allow the County to obtain bids for implementation (by others).

4.6.2 Post-Construction Storm Water Control and Treatment Plan

As a subconsultant to Padre, MNS Engineers will prepare this Plan and associated Project Report. As a Tier 3 project, we must demonstrate that the project incorporates site design characteristics, landscape features, and engineered facilities that will minimize imperviousness, detain and treat and/or retain, the specified amounts of run-off, slow run-off rates, and reduce pollutants in post-development run-off.

The Plan and Project Report will show that all run-off from impervious areas is either dispersed to pervious areas or is routed to a properly designed Low impact Development (LID) facility. The Plan will include the following elements:

- Existing natural hydrologic features (depressions, watercourses, relatively undisturbed areas) and significant natural resources.
- Proposed design features and surface treatments used to minimize imperviousness and reduce runoff.
- Existing and proposed site drainage network and connections to drainage off-site.
- Entire site divided into separate Drainage Management Areas (DMA) with a unique identifier and characterized as self-retaining (zero-discharge), self-treating, or draining to a LID facility.
- Proposed locations and footprints of LID facilities, sections and details.
- Identify potential pollutant source areas and types of pollutants of concern, showing Best Management Practices selected to treat those specific pollutants.

The Project Report will include at minimum the following:

- Project information including project name; application number; location; parcel numbers; applicant contact information; land use information; site area; existing, new, and replaced impervious area, and applicable post-construction storm water requirements and exceptions.
- Narrative analysis or description of site features and conditions, and opportunities and constraints for storm water control.

- Narrative description of site design characteristics that protect natural resources including endangered species habitat, protected vegetation, and archaeological resources, and preserve natural drainage features, minimize imperviousness, and disperse runoff from impervious areas.
- Tabulation of proposed pervious and impervious DMAs, showing self-treating areas, self-retaining areas, areas draining to self-retaining areas, and areas tributary to each LID facility.
- Proposed sizes, including supporting calculations, for each LID facility.
- Narrative description of each DMA and explanation of how run-off is routed from each impervious DMA to a self-retaining DMA or LID facility.
- Description of site activities and potential sources of pollutants.
- Table of pollutant sources identified from the list in the Order and Guide and for each source, the source control measure(s) used to reduce pollutants to the maximum extent practicable.
- Description of signage and protection if needed of bio-retention facilities
- General maintenance requirements for bio-retention facilities and site design features.

As an optional task, we can prepare an Operations and Maintenance Plan for the storm water control treatment facilities. However, this task is not included in our level of effort spreadsheet.

5.0 PROJECT SCHEDULE AND DELIVERABLES

Padre will provide the following deliverables based on the schedule listed, pending receipt of required information and/or comments from the County and/or its engineering consultant.

Table 1. Schedule of Deliverables

| Deliverable | Format and Number of Copies | Schedule |
|---|---|--|
| Initial project description | Up to five hardcopies, and e-mailed electronic files (WORD 2010 and pdf) | Within 10 working days of receipt of ~35% project design information and drawings |
| Internal draft NES, BA, APE map, ASR, Farmland Study, VIA Memo, Community Impact Study, ISA, Water Quality Technical Memorandum | Up to five hardcopies, and electronic files (WORD 2010 and pdf) | Within 20 working days of receipt of the approved initial project description (pending seasonal limitations of biological surveys) |
| Hazardous materials testing | Summary report including laboratory results and handling recommendations | Within 15 working days of County authorization to obtain samples |
| Refined project description | Up to five hardcopies, and e-mailed electronic files (WORD 2010 and pdf) | Within 10 working days of receipt of updated project design information and drawings |
| Administrative Draft MND | Five bound hardcopies and one CD with electronic files (pdf and WORD 2010) | Within 30 working days after approval of the refined project description |
| Draft MND | Up to thirty bound hardcopies and 30 CDs with electronic files (pdf and WORD 2010) | Within 10 working days after receipt of the County's comments on the Administrative Draft MND |
| Responses to comments on the Draft MND and Administrative Final MND | Five bound hardcopies and one CD with electronic files (pdf and WORD 2010) | Within 10 working days after the close of the public comment period and receipt of all comments on the Draft MND |
| Final MND | One reproducible unbound copy, up to 30 bound hardcopies and 20 CDs with electronic files (pdf and WORD 2010) | Within 10 working days after receipt of comments on the Administrative Final MND |

If feasible, Padre will provide deliverables within a shorter timeframe than identified above. In no event will Padre make late submittals without extenuating circumstances beyond our control and prior communication with the County.

All documents submitted to the County will be prepared using Microsoft Word 2010 (or compatible version). Adobe Acrobat (pdf) files will also be provided. All copies of the NEPA technical studies and MND will be double-sided and printed on recycled paper, and comb or spiral bound. All electronic submittals will be divided into chapters with file sizes that can easily be published on the County website and shall be in a format compatible with County computers.

6.0 LEVEL OF EFFORT

Attachment A (spreadsheet) provides our anticipated level of effort (hours proposal) for each task as requested by the RFP. Primarily the work would be completed by Mr. Ingamells under the Senior Professional classification, with support from Simon Poulter (Principal classification), and Rachael Letter, Eric Snelling, Donna Hebert and Ken Gilliland under the Project Professional classification.

7.0 REFERENCES

The following is a list of clients for which Padre has provided comparable environmental compliance services as those required for the proposed project.

City of Carpinteria
Charlie Ebeling
Public Works Director
(805) 684-5405 ext. 402

Ventura County Public Works Agency
Mr. Chris Hooke
Transportation Section Manager
(805) 654-2048

San Luis Obispo County Public Works Department
Katie Drexage
Environmental Programs
(805) 781-4469

Attachment A

Level of Effort Spreadsheet (Hours Proposal)

Level of Effort Estimate for the Bonita School Road Bridge Replacement Project

| Task | Hours | Principal SP | Senior Professional MI, RL, ES | Project Professional DH, AN, JL, KG | Staff Professional ZA | Word Processing & Clerical | Graphics/GIS |
|---|------------|-----------------|--------------------------------------|---|-----------------------------|----------------------------------|--------------|
| Kick Off Meeting | 6 | | 6 | | | | |
| NEPA Technical Studies | | | | | | | |
| Initial Project Description | 18 | | 12 | | | | 6 |
| Natural Environment Study | 84 | | 8 | 44 | 20 | | 12 |
| Biological Assessment | 16 | | 2 | 14 | | | |
| Cultural Studies (APE Map, ASR, HPSR) | 74 | | 12 | 50 | | | 12 |
| Farmland Study | 9 | | 1 | 8 | | | |
| Visual Impact Assessment | 8 | | | 8 | | | |
| Community Impact Assessment | 17 | | 1 | 16 | | | |
| Initial Site Assessment | 45 | | 3 | | 34 | | 8 |
| Hazardous Materials Testing | 26 | | 8 | | 18 | | |
| Water Quality Technical Memo | 14 | | 14 | | | | |
| Mitigated Negative Declaration | | | | | | | |
| Refined Project Description | 18 | | 12 | | | | 6 |
| Administrative Draft MND | 136 | 2 | 24 | 92 | | 6 | 12 |
| Draft MND | 46 | 4 | 24 | 8 | | 4 | 6 |
| Noticing, Reproduction & Mailing Draft MND | 24 | | 4 | | 8 | 12 | |
| Response to Comments on Draft MND | 24 | | 24 | | | | |
| Administrative Final MND | 28 | 2 | 16 | 4 | | 2 | 4 |
| Final MND | 20 | | 12 | 4 | | 2 | 2 |
| Conference Calls, Meetings (3) & Hearings (2) | 52 | 6 | 46 | | | | |
| Instream Permitting Support | 52 | | 20 | 20 | | | 12 |
| Pre-Construction Support | | | | | | | |
| Habitat Mitigation and Monitoring Plan | 48 | | 40 | | | | 8 |
| Padre Staff Hours | 765 | 14 | 289 | 268 | 80 | 26 | 88 |

Attachment B

Padre Associates and MNS Engineers Staff Resumes

Resume

Simon A. Poulter

Principal

EDUCATION: M.R.P. Environmental Planning, University of Pennsylvania, 1985
B.A. Marine/Aquatic Biology and Physical Geography, Wittenberg University, 1980

EXPERIENCE: Mr. Poulter has over 30 years of experience as a project manager and environmental scientist responsible for the preparation of physical, biological, and cultural resource assessments for inland, coastal, and outer continental shelf projects. Mr. Poulter has extensive experience with the development of permitting strategies, permit acquisition and permit condition compliance for coastal projects.

Mr. Poulter is a Principal of Padre Associates, Inc. and currently manages the firm's Environmental Sciences group. In this role he is responsible for supervising day to day operations of the group including marketing, contract administration, staffing, quality assurance, cost control, and scheduling of ongoing projects

Mr. Poulter directs the preparation of environment assessment documentation mandated under both the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA). Mr. Poulter recently supervised the preparation of a comprehensive environmental impact report (EIR) for the construction of a regional brine disposal pipeline as well as the retrofit and upgrade of water storage and transmission systems. Mr. Poulter also supervised the preparation of a Subsequent EIR for the Flood Control Maintenance Activities in the Goleta Slough and assisted the Santa Barbara County Flood Control and Water Conservation District with regulatory compliance for the project.

His current and past project experience includes preparation of planning / project development documentation, environmental review documents and permit application packages for large-scale coastal energy projects. These projects have required coordination with agencies including Bureau of Ocean Energy Management, Regulation and Enforcement, U.S. Army Corps of Engineers, Nuclear Regulatory Commission, National Marine Fisheries Service, U.S. Fish and Wildlife Service, State Office of Historic Preservation, State Lands Commission, Coastal Commission, Regional Water Quality Control Boards, California Department of Fish and Game and regional Air Quality Control Districts.

PROFESSIONAL AFFILIATIONS: City of Carpinteria, Former Chairman Planning Commission
Former Chairmen, City of Carpinteria General Plan and Local Coastal Plan Update Committee
National Association of Environmental Professionals - Former Board Member

Matthew T. Ingamells

EDUCATION: M.A. Biology, University of California, Santa Barbara, 1990
B.S. Environmental and Systematic Biology, California Polytechnic University, San Luis Obispo, 1980

PROFESSIONAL REGISTRATIONS & AFFILIATIONS: Ecological Society of America (**Certified Ecologist**)
Society for Conservation Biology
California Scientific Collecting Permit

EXPERIENCE: Mr. Ingamells has over 34 years of experience in:

- Biological impact assessment, constraints analysis and revegetation;
- Wetland delineation and mitigation;
- Regulatory permitting, permit compliance monitoring and mitigation monitoring;
- Environmental (CEQA/NEPA) document preparation; and
- Environmental documentation for transportation projects (Caltrans oversight).

The following are brief descriptions of representative projects:

Ventura County General Services Agency: Ojai Valley Trail Bridge Project. This project consisted of the replacement of the Ojai Valley Trail culvert crossing with a bridge at San Antonio Creek, including removal of the existing culverts and associated fill, construction of the bridge and site restoration. The project site is located at the confluence of San Antonio Creek and the Ventura River, and supports the endangered southern steelhead and threatened California red-legged frog. Mr. Ingamells prepared a Mitigated Negative Declaration for the project, and assisted the client in obtaining regulatory permits for construction. He managed Padre biologists in monitoring installation of an exclusion fence to keep California red-legged frogs out of the work area, monitored demolition of the existing culverts and construction of the bridge, including a pre-construction survey each morning to detect California red-legged frogs within the work site. In addition, Padre biologists assisted in the installation of a silt curtain within a stream pool on the Ventura River, to isolate steelhead from the work area. The project was successfully completed with no take of listed species.

Ventura County Watershed Protection District: San Antonio Creek Spreading Grounds Rehabilitation Project. The project involves diversion of surface water in upper San Antonio Creek to increase groundwater storage and recharge in the Ojai Valley Groundwater Basin by rebuilding the abandoned diversion works (including a new diversion structure and pipeline), rehabilitating the spreading ground basins (existing relict ponds), and constructing passive percolation recharge wells adjacent to San Antonio Creek. Mr. Ingamells prepared a Mitigated Negative Declaration focusing on potential impacts to steelhead migration, downstream habitat for California red-legged frog, wetlands, water rights, surface water quantity and surface water quality. Padre also prepared a Biological Assessment to facilitate permitting with Federal agencies.

Santa Barbara County Public Works: Cathedral Oaks Road Bridge Replacement. Prepared a Natural Environment Study (NES) for replacement of the Cathedral Oaks Road bridge over San Antonio Creek. The project also included modification of a grade stabilizer to improve fish passage. Preparation of the NES included surveys for bats, California red-legged frog, tree surveys and a wetland delineation. Primary issues of concern were Brazilian free-tailed bats (6,000-10,000) found to roost in the bridge expansion joints, and loss of riparian habitat. Padre also prepared a MND. Mitigation measures focused on minimizing impacts to roosting bats by providing built-in crevices in the new bridge, installation of exclusion curtain in the existing bridge to prevent mortality when the bridge is demolished, and provided alternative roosting habitat (Texas bat abodes) on an adjacent bridge.

Santa Barbara County Public Works: Foothill Road Bridge. Padre is under contract to prepare a NES and Mitigated Negative Declaration, and facilitate regulatory permitting for the replacement of an at-grade crossing of the Cuyama River with a bridge. The bridge is still in design, but may be as long as 1,700 feet. The Cuyama Valley is a unique biological area, as it is a broad high elevation valley located in the transition from the coastal mountains to the San Joaquin Valley. Project manager and lead biologist for completion of numerous biological surveys, including three botanical surveys throughout the blooming season, protocol surveys for blunt-nosed leopard lizard, and general wildlife surveys to detect reptiles, birds and San Joaquin kit fox. In addition, a subconsultant conducted protocol surveys for Kern primrose sphinx moth at the bridge site. Special-status species observed at the bridge site included California jewelflower, Hoover's eriastrum, Cuyama gilia, blunt-nosed leopard lizard, coast horned lizard, Swainson's hawk, California horned lark, and Cooper's hawk. Developed draft measures to minimize impacts to blunt-nosed leopard lizard during bridge construction. Completion of the NES is pending selection of a bridge design.

Santa Barbara County Flood Control District: Jesusita Fire Hydromulch Assessment. The Jesusita Fire burned approximately 8,733 acres, and destroyed 80 residences. Approximately 1,250 acres of the burned area was treated with aerially-applied hydromulch, composed of paper, wood fiber, water and natural tackifiers. Mr. Ingamells conducted a study to determine the effects of hydromulch application on post-fire vegetation and wildlife habitat recovery. Eleven sample sites were selected at five locations, and consisted of side-by-side control and treatment plots. The control plots were covered with elevated plastic tarps, to prevent deposition of aerially-applied hydromulch. The control and treatment plots were sampled using four transects oriented perpendicular to the slope gradient. Overall, sixteen 0.25 square meter quadrats were sampled within each 40 square meter plot. The results of this study indicate the application of hydromulch did not affect total plant cover in the sample sites over the study period. In addition, the application of hydromulch did not affect non-native plant cover, or cause or facilitate weed infestation.

Santa Barbara County Public Works: Jonata Park Road Bridge Replacement. Mr. Ingamells prepared an NES and MND for replacement of the Jonata Park Road bridge over Zaca Creek. Preparation of the NES included surveys for bats, California red-legged frog, tree surveys and wetland delineation. Primary issues of concern were three species of bats found to roost in the cave-like abutments, California red-legged frog and riparian habitat. Mitigation for bats included retaining the entire historic bridge and constructing the new bridge over the old, to fully retain the existing abutments.

City of Ventura: Ventura River Steelhead Habitat Assessment. Mr. Ingamells conducted a steelhead habitat assessment as part of a surface water/groundwater interaction study conducted within the City of Ventura's water well field at Foster Park. The assessment utilized the rainbow trout Habitat Suitability Index (HSI) model developed by the U.S. Fish and Wildlife Service, as modified by Thomas R. Payne & Associates. The study reach was classified according to the California Department of Fish and Game Level II stream habitat classification system, which identified 11 percent pools, 43 percent runs and 46 percent riffles within the 8,850 foot-long study reach. Six sample units were randomly selected from each of three habitat types, yielding 18 sample units (6 pools, 6 runs, and 6 riffles). The 18 units were sampled during each of 24 sampling events selected to encompass the dry season decline in surface flow, May to September. Most of the data was collected during periods of normal groundwater pumping by the City (as required to meet seasonal demands). However, groundwater pumping was manipulated prior to several sampling events to observe the effect of groundwater pumping at Foster Park on surface water flow rate and steelhead habitat. The assessment indicated that HSI values for adult steelhead declined drastically as the average water depth over the dry season declined below 25 cm.

Laguna County Sanitation District: Recycled Water Distribution Main Project. Mr. Ingamells completed a Mitigated Negative Declaration in 2010 for the installation of a pipeline to transport recycled water from the District's wastewater treatment plant to the Rancho Maria Golf Course. The project would reduce groundwater usage by substituting recycled water for golf course irrigation. Potential impacts of the project were primarily biological, including loss of riparian habitat and impacts to California red-legged frog and pond turtle at the Orcutt Creek pipeline crossing, and potential impacts to California tiger salamander, vernal pool fairy shrimp and western spadefoot toad. Mitigation measures were incorporated into the project to minimize adverse effects to special-status species along the pipeline alignment.

Bob Butler: Butler Ranch Subdivision Project. Mr. Ingamells prepared an extensive biological inventory for a 600 acre property located between Moorpark and Simi Valley, in Ventura County, California. In addition, an Initial Study Biological Assessment was prepared according to the Ventura County ISBA Guidelines. Special-status species observed at Butler Ranch included Catalina mariposa lily, narrow-leaved stillingia, coastal western whiptail, white-tailed kite, Costa's hummingbird, Nuttall's woodpecker, oak titmouse, Southern California rufous-crowned sparrow, and lark sparrow. He worked closely with the project engineer to develop a tract map that would minimize habitat loss for special-status species and allow for a biological preserve which would permanently preserve large habitat blocks within Butler Ranch totaling approximately 240 acres.

Ventura County Watershed Protection District: Santa Clara River Levee Certification. New levee maintenance requirements imposed by the Federal Emergency Management Agency has required additional vegetation clearing along the River in the vicinity of Oxnard, California. Project manager and lead biologist for completion of breeding bird surveys to detect listed species and other migratory birds within the vegetation clearing area. These surveys included protocol surveys and territory mapping for the endangered least Bell's vireo, and a habitat assessment and protocol surveys for the endangered southwestern willow flycatcher. Ten least Bell's vireo breeding territories were identified and mapped within the surveyed reach, and would be avoided during vegetation management activities.

Santa Barbara County Resource Recovery & Waste Management: Tajiquas Landfill Reconfiguration and Baron Ranch Restoration Project. Project manager for preparation of a Subsequent EIR to reconfigure the only landfill in southern Santa Barbara County to reduce construction costs. The project would include removal of sedimentation basins in Pila Creek and loss of a threatened species population (California red-legged frog). The project includes comprehensive restoration of the adjacent Baron Ranch to offset biological impacts at Pila Creek. The entire California red-legged frog population on-site would be relocated to Baron Ranch. Other issues addressed included water resources, cultural resources, noise and land use.

City of Fillmore: Santa Clara River Permeable Weirs. Project manager for preparation of an MND for a bank stabilization project along the Santa Clara River. The project would use palisades to stabilize existing banks and facilitate the accretion of sediment over time to "train" the northern river bank away from homes and the Fillmore Water Recycling Plant. The palisades would be composed of a series of pipe piles with polyester netting strung between the piles. The primary issue was potential impacts to migrating steelhead, as regulatory agencies feared the netting would entangle steelhead.

Coastal Grading: Pacific Rock Quarry. Lead biologist for sampling revegetation test plots and preparation of a botanical inventory of proposed expansion areas at the subject quarry. Five special-status plant species were identified and mapped including Conejo buckwheat, Blochman's dudleya, Catalina mariposa lily, slender mariposa lily and Plummer's mariposa lily.

La Laguna Ranch Management Company: Biological Constraints Analyses. Project manager and lead biologist for preparation of biological constraints analyses for two large ranches in the Foxen Canyon area of Santa Barbara County. The first ranch was the 3,950 acre Rancho La Laguna which was planned to be subdivided into 13 large parcels. A Residential Development Envelope was designated on each of the 13 parcels and was the focus of the analysis. The second ranch was the 3,764 acre Bell Canyon Ranch which was under consideration of subdivision into four large parcels. The analyses included comprehensive botanical and wildlife surveys, oak tree surveys, preliminary wetland delineation and impact analysis/recommendations. Primary issues included potential impacts to California red-legged frog and oak trees.

Ventura County Watershed Protection District: Virginia Colony Basin. Project manager and lead biologist for preparation of a biological survey report for a 200 acre proposed regional detention basin site on Arroyo Simi. The project included preparation of a botanical and wildlife inventory, and completion of protocol surveys for California gnatcatcher and least Bell's vireo. Special-status wildlife species recorded included least Bell's vireo, Cooper's hawk, rufous-crowned sparrow, Bell's sage sparrow and Nuttall's woodpecker.

Parsons/California Department of Transportation: On-Call Biological Services. Project manager for biological resources portion of on-call Caltrans environmental contract. Completed nine projects, focusing on construction monitoring and biological surveys. The largest project was construction monitoring at the U.S. 101 bridge replacement at the Santa Clara River (approximately 2 years).

Plains Exploration and Production: Lompoc Oilfield Redevelopment Biological Studies. Project manager and lead biologist for a comprehensive assessment of the biological resources and future development constraints for the Lompoc Oilfield (3,732 acres). Issues addressed included rare plants, special-status wildlife species, wetlands and oak trees. Detailed resource maps were prepared to facilitate avoidance during the planning process.

Wheeler Canyon Biological Constraints Analysis. Lead biologist for analysis of potential impacts of subdividing a 641 acre property into 16 estate lots. Botanical and wildlife surveys, and vegetation mapping was completed to identify sensitive resources. Issues of concern included impacts to oak trees, rufous-crowned sparrow, Bell's sage sparrow, Cooper's hawk, whiptail lizard, coast horned lizard, two-striped garter snake, ring-necked snake, and loss of wetlands.

Calleguas Municipal Water District: Moorpark Pump Station. Mr. Ingamells obtained an individual Corps of Engineers 404 permit to allow the construction of a pump station in waters of the U.S. The pump station would serve the Las Posas Basin Aquifer Storage and Recovery project. Issues resolved included special-status species (California gnatcatcher and cactus wren), wetlands and off-site impacts to Arroyo Simi and potential gnatcatcher habitat located upstream.

Resume

Donna M. Hebert

Project Manager and Environmental Scientist

EDUCATION: M.A. Environmental Education, California Polytechnic State University, San Luis Obispo, 1989
B.S. Forestry/Marketing, University of Maine, Orono, 1982
A.S. Forest Management Technology, University of Maine, Orono, 1980
U.C. Santa Barbara Extension Certification in Negotiation and Mediation, 2006

QUALIFICATIONS: Project Manager and Environmental Scientist

EXPERIENCE: Ms. Hebert joined Padre Associates in 1997. Her work focuses on environmental impact assessment and permitting. As a project manager, Ms. Hebert interfaces with public agency and applicant representatives, and coordinates project team work programs. She maintains day to day involvement with the projects she manages by actively preparing reports and applications, and reviewing supporting materials prepared by project team members.

Ms. Hebert is experienced in all phases of the California Environmental Quality Act (CEQA) process from the preparation of initial studies through findings and mitigation monitoring plans. She has managed the preparation of numerous Environmental Impact Reports (EIRs). Her primary issue areas of expertise are land use, recreation, noise, aesthetics, agricultural resources, health and safety, and public service impact assessment. Ms. Hebert is also experienced in the preparation of environmental documentation under the National Environmental Policy Act (NEPA). She has prepared numerous combined NEPA-CEQA documents.

Ms. Hebert's permitting experience includes industrial and infrastructure projects in environmentally sensitive settings. She has facilitated the permitting process for projects with multi-agency involvement including the California Coastal Commission, State Lands Commission, California Department of Fish and Game, U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California Department of Transportation, Air Pollution Control Districts, and City and County governments. In association with many of the permitting projects she manages, she is also responsible for coordination of environmental monitoring of environmental conditions incorporated into project work plans and imposed as permit conditions.

PROFESSIONAL AFFILIATIONS: Association of Environmental Professionals (current member / former Chapter Director)

Association of Water Agencies of Ventura County (member)

California Native Plant Society (member)

Rachael J. Letter, M.S., RPA

Senior Archaeologist/Project Manager

- EDUCATION:** M.S. Industrial Archaeology, Michigan Technological University, 2005
B.A. Archaeology, University of Evansville, 2003
- QUALIFICATIONS:** Registered Professional Archaeologist (ID# 989253)
U. S. Secretary of the Interior's Historic Preservation Professional Qualification Standards for Archaeology
- EXPERIENCE:** Ms. Letter has ten years of experience as an archaeologist and cultural resource management professional, with more than five years in the state of California. At Padre Associates, Inc. (Padre), Ms. Letter serves as senior archaeologist and project manager for prehistoric and historic archaeological investigations. Ms. Letter's responsibilities include day-to-day project management for all phases of archaeological survey and testing, completing archaeological records searches and archival research, Native American consultation and coordination, and preparing technical reports and site records. She currently manages Padre's Archaeological Group and coordinates archaeological and Native American monitors for the Guadalupe Restoration Project, the Former Unocal Avila Terminal Project, and the Casmalia Mineral Fee Project.
- Recently, Ms. Letter managed Phase I surveys in Santa Barbara, Ventura, Monterey, and Kern counties and directed Extended Phase I testing in San Luis Obispo County. Ms. Letter has also completed cultural constraints analyses for projects in Fresno and San Joaquin counties. Prior to joining Padre, Ms. Letter directed Phase I surveys in East Cat Canyon, Phase II archaeological testing and evaluation at the Chevron San Luis Obispo Tank Farm, and Phase I surveys and Phase III data recovery excavations at the Chevron Estero Marine Terminal. She has also surveyed and documented historic sites and properties on Vandenberg Air Force Base. Outside of the Central Coast area, Ms. Letter has directed Phase I surveys and Phase II testing for the Owens Lake Dust Mitigation Program, extended Phase I testing for the new Porterville Superior Courthouse, completed Phase II subsurface testing and evaluations at the Chico-1 former manufactured gas plant, assisted with historic structure documentation for the Merced Falls Hydroelectric FERC Relicensing Project, and assisted with historic structure documentation in San Diego.

RELEVANT PROJECTS

Archaeological Project Manager / Field Director. Unit II Channel Drainage Capacity Improvements Project, Santa Barbara County.

Archaeological Project Manager. Cultural Monitoring Support Services for Refugio Oil Spill Response, Santa Barbara County.

Archaeological Project Manager. Phase I Archaeological Study, Oxnard, Ventura County.

Archaeological Project Manager. Phase I Cultural Resources Study, San Ardo Section 13 MCP, Monterey County.

Archaeological Project Manager / Field Director. Phase I Archaeological Study, Ventura County.

Archaeological Project Manager / Field Director. Extended Phase I Testing, San Luis Obispo County.

Archaeological Project Manager. Class III Cultural Resources Inventory for Cal Canal Pipeline Repairs Project, Kern County.

Archaeological Project Manager. Phase I Archaeological Study for Residential Addition and Deck Expansion, Pismo Beach, San Luis Obispo County.

Archaeological Project Manager. Class III Cultural Resources Inventory for Proposed Well Installations, Midway-Sunset Oil Field, Kern County.

Archaeological Project Manager / Field Director. Reconnaissance Survey and Site Update, Right-of-way Renewal, Midway-Sunset Oil Field, Kern County.

Archaeological Project Manager. Class III Cultural Resources Inventory for Teckla Lease Abandonment and Restoration Project, San Luis Obispo and Kern counties.

Archaeological Project Manager. Phase I Cultural Resources Study for the 17Z Gas Plant Replacement near McKittrick, Kern County.

Archaeological Project Manager. Cultural Resources Desktop Analysis, Chevron Pipe Line Company's Cross Valley Line Project, Kern County.

Archaeological Project Manager. Archaeological Records Search and Cultural Resources Constraints Analysis, Delta Community College, San Joaquin County.

Archaeological Project Manager. Cultural Resources Constraints Analysis, San Ardo Crude Oil Truck Loading Facility Upgrade Project, Monterey County.

Archaeological Project Manager / Field Director. Cultural Monitoring Support Services for Guadalupe Restoration Project, San Luis Obispo County.

Archaeological Project Manager / Field Director. Cultural Monitoring Support Services for Casmalia Mineral Fee Project, Santa Barbara County.

Archaeological Project Manager. Cultural Resources Constraints Analysis, Coalinga Properties, Fresno County.

Archaeological Project Manager / Field Director. Former Unocal Avila Terminal Project, San Luis Obispo County.

Archaeological Project Manager. Phase I Cultural Resources Survey for the Polvadero Well Abandonment Project, Fresno County.

Field Director. Phase II Archaeological Subsurface Testing and Evaluation at Chevron San Luis Obispo Tank Farm, San Luis Obispo County.

Field Director. Phase I Archaeological Survey and Phase III Data Recovery Excavations at Chevron Estero Marine Terminal, San Luis Obispo County.

Co-Field Director. Phase I Archaeological Survey at Aera Energy's East Cat Canyon Production Plan Lease Properties, Santa Barbara County.

Resume

- Staff Archaeologist. Sudden Ranch documentation, Vandenberg Air Force Base, Santa Barbara County.
- Staff Archaeologist. Olive Avenue Emergency Street Repair, City of Lompoc, Santa Barbara County.
- Staff Archaeologist. Documentation of Historical Archaeological Ruins and Sites, Vandenberg Air Force Base, Santa Barbara County.
- Staff Archaeologist. Santa Lucia Canyon Road Pavement Overlay Project, Santa Barbara County.
- Staff Archaeologist. Coast Road Waterline Replacement Project, Vandenberg Air Force Base, Santa Barbara County.
- Co-Field Director, Phase II Archaeological Testing and Evaluation for Owens Lake Dust Mitigation Program, Phase 9, Inyo County.
- Field Director. Phase I Pedestrian Survey and Phase II Archaeological Subsurface Testing and Evaluation for Owens Lake Dust Mitigation Program, Phase 7a, Inyo County.
- Staff Archaeologist. Extended Phase I Archaeological Subsurface Testing for the new Porterville Superior Courthouse Project, Tulare County.
- Staff Archaeologist. Mid-Coast Corridor Transit Project, City of San Diego, San Diego County.
- Staff Archaeologist. Colusa Generating Station Project, Colusa County.
- Staff Archaeologist. Phase I Archaeological Survey for Division Creek Pipeline Replacement, Inyo County.
- Staff Archaeologist. Coyote Dry Lake DC Electrode Replacement Project, San Bernardino County.
- Staff Archaeologist. Water Pipeline Installation at Rose Valley, Inyo County.
- Staff Archaeologist. Merced Falls Hydroelectric FERC Relicensing Project, Merced County.
- Staff Archaeologist. Chico-1 Former Manufactured Gas Plant, City of Chico, Butte County.
- Staff Archaeologist. San Francisquito Power Plant #2 and worker camp, Los Angeles County.

Resume

Eric K. Snelling

Senior Project Manager

- EDUCATION:** B.S. City and Regional Planning, California Polytechnic State University, San Luis Obispo, 1993
Hazardous Materials Management Certificate, University of California at Santa Barbara Extension
- QUALIFICATIONS:** California Division of Occupational Safety and Health (DOSH), 40-Hour Health and Safety Training
DOSH, Annual Health and Safety Training Refresher Course
American Red Cross CPR and First Aid Certificate
- EXPERIENCE:** Mr. Snelling joined Padre Associates in 1997 after serving as staff environmental specialist in the San Luis Obispo office of Fugro West, Inc. and ENSR Consulting and Engineering. Mr. Snelling has 17 years experience in environmental impact analysis, environmental monitoring, and geo-environmental projects.
- Mr. Snelling has managed the preparation of CEQA and NEPA environmental documents for public sector clients including oil/gas, water, sewer, and flood control projects. Additionally, Mr. Snelling has managed environmental compliance monitoring on construction projects to ensure implementation of migration measures and permit conditions.
- Representative projects Mr. Snelling has managed include:
- Chevron KLM to Valero Interconnection Pipeline Project, Martinez, California.** Mr. Snelling recently assisted with permitting and environmental services for a two-mile long petroleum pipeline near Martinez, California. Mr. Snelling coordinated the preparation and submittal of permit applications to the U.S. Corps of Engineers, California State Lands Commission, California Department of Fish and Game, San Francisco Bay Regional Water Quality Control Board, and Contra Costa County. Technical studies prepared by Padre were used by the County in its preparation of an Initial Study/Mitigated Negative Declaration. Special-status species issues that were addressed during the permitting for the project included Salt marsh harvest mouse, California clapper rail, California black rail, California red-legged frog, nesting migratory birds, and rare plants. Padre provided full-time biological monitoring and compliance assistance during the course of pipeline construction activities.

Resume

Estero Marine Terminal, Morro Bay, California. Mr. Snelling has managed permitting and environmental compliance services to Chevron for over ten years for decommissioning-related projects at the former marine terminal facility. Among the services Mr. Snelling has prepared for Chevron include permit application preparation and processing, environmental resource surveys and site assessment/remediation consulting.

Mobil Pacific Pipeline Company - Estero M-121 and M-125 Pipeline Decommissioning Project, Morro Bay, California. Mr. Snelling managed the preparation of permit applications and associated biological, cultural resource and contaminated materials plans for the M-121 and M-125 pipeline decommissioning project within the former Estero Marine Terminal property. Mr. Snelling provided the client with permitting assistance for the project with the County of San Luis Obispo and the Regional Water Quality Control Board. During project construction activities, Mr. Snelling supervised permit compliance and contaminated materials management activities on behalf of the client, which included reporting to regulatory agencies.

San Ardo Produced Water Management Project, San Ardo, California. Mr. Snelling is currently managing environmental and permitting services associated with a produced water management project at the San Ardo oil field. This project includes treatment of produced water utilizing reverse osmosis, and the disposal of the treated water through either infiltration gallery or percolation ponds near the Salinas River. The project will require permits from the County of Monterey, the Regional Water Quality Control Board, and the Monterey Bay Unified Air Pollution Control District.

Diablo Canyon Nuclear Power Plant Independent Spent Fuel Storage Installation Environmental Monitoring, Avila Beach, California. Mr. Snelling served as the on-site environmental monitoring manager on behalf of the County Department of Department of Planning and Building for the Independent Spent Fuel Storage Installation at the Diablo Canyon Nuclear Power Plant in San Luis Obispo County. Padre's services for this project included monitoring the implementation and enforcement of permit conditions of approval related to erosion control, dust control, traffic safety and coastal resources protection. Padre was also responsible for the monitoring of compliance with County permit conditions and reporting to the County through weekly monitoring reports. Padre conducted weekly site visits to the site and during storm events to check efficiency of erosion control measures.

AT&T Asia America Gateway Fiber Optic Cable EIR. Mr. Snelling is served as co-project manager for the preparation of an environmental impact report for the California State Lands Commission on a proposed fiber optic cable project in San Luis Obispo County. Mr. Snelling supervised the preparation of several of the environmental issue area discussions and preparation of the draft EIR for public comment.

PROFESSIONAL AFFILIATIONS:

Channel Counties Chapter, Association of Environmental Professionals

Resume

Kenneth L. Gilliland

Biologist and Project Manager

- EDUCATION:** M.Sc. Biological Sciences, California State Polytechnic University, San Luis Obispo, 2010
B.S. Zoology, Humboldt State University, 2002
- QUALIFICATIONS AND PERMITS:** 40-hour Hazwoper
Water Survival and Helicopter Underwater Egress Training
Wilderness First Responder
CPR and First Aid
- EXPERIENCE:** Mr. Gilliland joined Padre Associates, Inc. in 2005. As a Biologist and Project Manager, he is part of the biological team that conducts studies relating to sensitive plant and wildlife species. Mr. Gilliland is commonly involved with projects that include vegetation monitoring and restoration, ecosystem analysis, California and federal special-status species surveys and monitoring, implementation of Section 401 and Section 404 of the Clean Water Act water quality monitoring, project monitoring and mitigation in accordance with the State and Federal environmental regulations, and human-wildlife conflict mitigation. In addition, Mr. Gilliland conducts state and federal permitting tasks and produces California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) documentation.
- SPECIAL STATUS SPECIES AUTHORIZATIONS:**
- California red-legged frog (10a1a: TE-29522A-0; CDFW SCP: 009081)
 - Least Bell's vireo (10a1a: TE-29522A-0; CDFW SCP: 009081)
 - California least tern (10a1a: TE-29522A-0; CDFW SCP: 009081)
 - Western snowy plover (10a1a: TE-29522A-0; CDFW SCP: 009081)
 - Southern steelhead (Authorized by NOAA and CDFW to capture and relocate)
 - Tidewater goby (Authorized by USFWS and CDFW to capture and relocate)
- BIOLOGICAL AND MITIGATION MONITORING EXPERIENCE:** Mr. Gilliland's role in biological and mitigation monitoring projects often includes: performing pre-construction worker orientation meetings; pre-construction biological surveys; wildlife and special-status species surveys; protocol-level special-status species surveys; plant and animal capture and relocation; project reporting; communications and consultations with regulatory agency representatives; habitat mitigation and restoration; implementation of best management practices (BMPs) and storm water pollution prevention; and water quality testing. A representative listing of the biological and mitigation monitoring projects Mr. Gilliland has been involved with is presented below.

Resume

Caltrans Highway 101 Bridge Replacement Project. Duties included surveys for breeding birds, least Bell's vireo (FE), southwestern willow flycatcher (FE), southern steelhead (FE), California least tern (FE & SE), and California brown pelican (FE), peregrine falcon (SE), and other special-status species; BMP implementation; storm water pollution prevention; and water quality testing. Additional tasks included USFWS protocol level surveys and nest status monitoring for least Bell's vireo, and vireo video nest monitoring to determine the noise impacts on nesting activity and status.

Chevron EMC Guadalupe Restoration Project. Duties included surveys for breeding birds, California red-legged frog (FT), western snowy plover (FT), two-striped garter snake (CSC), silvery legless lizard (CSC), and coast horned lizard (CSC); construction monitoring; applied research consultation; wildlife conflict resolutions; and wildlife capture and relocation.

Ventura County Watershed Protection District (VCWPD) J Street Drain Replacement. Sensitive issues included tidewater goby (FE) surveys, implementation of tidewater goby exclusionary and protective measures, numerous diversions of J Street Drain, capture and relocation of approximately 13,000 tidewater gobies, BMP implementation, storm water pollution prevention, surface and ground-water quality monitoring and reporting, and all required project reporting.

VCWPD Santa Clara River Groins Replacement. Duties included surveys for southern steelhead (FE), southwestern willow flycatcher (FE), least Bell's vireo (FE and SE), and breeding birds; relocation of southwestern pond turtles (CSC), two-striped garter snakes (CSC), arroyo chubs (CSC), Santa Ana suckers, and other native aquatic species during surface water diversion activities; BMP implementation; storm water pollution prevention; surface and ground-water quality monitoring and reporting; and all required project reporting.

VCWPD Piru Creek Bank Stabilization. Tasks included surveys for southern steelhead (FE), southwestern willow flycatcher (FE), least Bell's vireo (FE & SE), and breeding birds; relocation of southwestern pond turtles (CSC), two-striped garter snakes (CSC), arroyo chubs (CSC), and other native aquatic species during surface water diversion activities; BMP implementation; storm water pollution prevention; and surface and ground-water quality monitoring, and all required project reporting.

Ventura County Parks Ojai Valley Trail Bridge Project at the Confluence of the Ventura River and San Antonio Creek. Duties included exclusion of approximately 140 steelhead (FE) from the project area, California red-legged frog (FT) surveys, USFWS protocol surveys for least Bell's vireo (FE & SE), BMP implementation, storm water pollution prevention, and all required project reporting.

Resume

Santa Barbara County RRWM Tajiguas Landfill Reconfiguration Project California Red-legged Frog Surveys and Translocation. Duties included California red-legged frog surveys, translocation activities, population monitoring, and general biological monitoring. Mr. Gilliland was directly involved in the capture of 1114 larval, 1689 metamorph, 4 juvenile, and 17 adult (Total: 2,824) California red-legged frogs from two sedimentation basins on Cañada de las Pilas Creek and the successful translocation to Arroyo Quemado. Mr. Gilliland also performed recaptures and repeated translocation of returning and immigrating California red-legged frogs and PIT (passive integrated transponders) tagged adult California red-legged frogs that returned to Cañada de las Pilas Creek following their initial translocation to Arroyo Quemado.

San Luis Obispo County San Luis Bay Drive Bridge Replacement Project. Duties included California red-legged frog (FT) surveys, monitoring, and relocation; southern steelhead (FT) surveys and relocation during surface water diversion activities; BMP implementation; breeding bird surveys; oak tree removal; storm water pollution prevention; and all required project reporting.

Pacific Offshore Operators, Inc. (POOI) Platform Hogan Offshore Underwater Powerline Repair Project. Tasks included marine mammal and construction monitoring.

APPLIED BIOLOGICAL RESEARCH:

The following is a representative list of Mr. Gilliland's experience performing peer-reviewed applied research.

Master's Thesis. The presence of *Micropterus salmoides* (largemouth bass) influences the populations of *Rana draytonii* (California red-legged frog) and *Pseudacris regilla* (Pacific treefrog) in two ponds in Santa Barbara County, California. (2010).

Ventura County Watershed Protection District (VCWPD). Steelhead (*Oncorhynchus mykiss*) Habitat Characterization of Portions of Upper San Antonio Creek, Senior Creek, Gridley Creek and Ladera Creek, in Ventura County, CA.

VCWPD. Least Bell's Vireo Surveys and Minimum Territory Estimates in the Ventura River and Santa Clara River Vegetation Management Areas Using USFWS Protocol Techniques, Ventura, CA.

Department of Defense Naval Base Ventura County, Point Mugu, CA. Mr. Gilliland assisted with the mitigation of naval operations in accordance with the federal Endangered Species Act. Duties included monitoring of the California least tern (FE & SE), California brown pelican (FE), light-footed clapper rail (FE), salt marsh bird's beak (FE), western snowy plover (FT), Belding's savannah sparrow (SE), migratory shorebirds, and peregrine falcon (SE); predator management; wildlife radiotelemetry; marine mammal rescue, harbor seal haul-out and rookery monitoring; and habitat restoration.

Resume

Jennifer Leighton

Project Manager

EDUCATION: B.A. Environmental Studies - focus on California Policy and Coastal Processes: University of California Santa Barbara (UCSB), 2000.

QUALIFICATIONS: Project Manager and Environmental Analyst

EXPERIENCE: Ms. Leighton joined Padre Associates, Inc. in 2001. As a Project Manager her work focuses on environmental impact assessment relating to CEQA/NEPA compliance and environmental permitting services. Her specialty includes permitting and compliance management for coastal and offshore energy and infrastructure projects. Ms. Leighton's representative project experience includes the following:

AERA Energy - East Cat Canyon Redevelopment Project. Ms. Leighton recently assisted with preparation of environmental documentation to support several permit application packages to redevelop the East Cat Canyon Oil Field in northern Santa Barbara County. These applications are currently pending submittal.

Beta Offshore, LLC - Platform Elly to Platform Eureka Intrafield Replacement Pipelines Project and Platform Edith to Platform Elly Power Cable Project. In 2011 and 2012, Ms. Leighton worked with Beta Offshore to complete submittal of permit applications and supporting environmental documentation as well as Compliance Monitoring Programs to the Bureau of Ocean Energy Management (BOEM) and Bureau of Safety and Environmental Enforcement (BSEE) for replacement of two service lines from Platform Elly to Platform Eureka; as well as installation of a power cable from Platform Edith to Platform Elly in the offshore Beta Production Unit located offshore Long Beach, California.

California State Lands Commission (CSLC) - Santa Barbara Hazards Removal Program. Ms. Leighton served as the Project Manager for the preparation of a Mitigated Negative Declaration/Initial Study regarding the removal of potential hazards located at 21 sites along the coastline of the Santa Barbara Channel. As funding becomes available, she remains responsible for managing permit compliance and continued mitigation monitoring and reporting to CSLC during hazard removal activities at each of the sites.

Calleguas Municipal Water District - Regional Salinity Management Program: Hueneme Outfall Replacement Project. Ms. Leighton assisted with Project Management and field compliance activities relating to installation of the Hueneme Outfall Replacement Project; offshore and within the City of Port Hueneme completed in 2010. This portion of the project involved installation of an approximately one mile-long offshore outfall using Horizontal Directional Drilling (HDD) methodology to bore under Hueneme Beach.

Chevron 4H Platform Decommissioning Project- Shell Mounds Disposition. From 2003 to present, Ms. Leighton has assisted Chevron with the submission of various project application information intended to enable the State and associated responsible agencies to evaluate a Proposed Marsh Enhancement Project to other alternatives associated with the remaining 4H Platform Shell Mounds disposition.

Pacific Gas and Electric (PG&E) - Ocean Bottom Seismometer (OBS) Installation Projects, Southern and Central California Coast. Ms. Leighton has assisted PG&E with several permitting projects associated with proposed installation of ocean bottom seismometer units nearshore and offshore of the existing San Onofre and Diablo Nuclear Power Plants for continued monitoring of seismic activity.

Pacific Gas and Electric (PG&E) - San Joaquin River Crossings Decommissioning Project. Ms. Leighton is currently assisting with permit applications and supporting environmental documentation (IS/MND) on behalf of PG&E and CSLC with respect to removal of three deactivated gas pipelines from across the San Joaquin River in Sacramento and Contra Costa Counties.

Southern California Edison (SCE) - Mandalay Marine Terminal Decommissioning Program and McGrath Peaker Project, Oxnard, CA. Ms. Leighton provided Project permit compliance and Project management support to SCE on behalf of the Mandalay Marine Terminal Decommissioning Program and McGrath Peaker Installation Projects.

Southern California Gas Company - La Goleta Gas Storage Field Enhancement Project. Ms. Leighton is the Project Manager responsible for a zoning change amendment and permitting required within Santa Barbara County for enhancement of the existing La Goleta Gas Storage Field located in the City of Goleta. The Project includes installation of two development and two production wells and associated infrastructure at the existing storage field. Ms. Leighton is currently responsible for implementation of an Environmental Quality Assurance Program (EQAP) in coordination with Santa Barbara County during construction of the Project.

**SUPPLEMENTARY
INFORMATION:**

Prior to working at Padre Associates, Ms. Leighton worked for a geoenvironmental consulting firm for four years. During this time, she prepared over 100 Phase I Environmental Site Assessments. In addition, she was responsible for the preparation of quarterly groundwater monitoring and remediation status reports. Ms. Leighton also participated in various field activities that included soil and groundwater testing for oil and gasoline related constituents.

TRAINING:

CalOSHA 40-Hour Health and Safety Training, Supervisor Training, and Yearly 8-hour Refresher Course. Water Survival/H.U.E.T Egress Training, BBS/LPS Safety Training, 1st Aid/CPR Training.

Heather O'Connell, PE, QSD/QSP Project Manager

Firm

- MNS Engineers, Inc.

Areas of Expertise

- SWPPP, Industrial and Construction
- Water supply quantity and quality analysis
- Hydraulic and hydrologic modeling
- Infrastructure improvement, rehabilitation, and design criteria for water, sewer, and stormwater facilities
- Grading and drainage design
- Sewer studies including monitoring existing locations for design improvements
- Feasibility option review and cost valuations for improvements and design options
- Floodplain development and FEMA compliance
- Design team project management

Years of Experience

- 18

Licensing

- Professional Civil Engineer, CA No. 73119

Certification

- Qualified SWPPP Developer/Practitioner, CA No. 00663

Education

- BS, Civil Engineering, University of Texas at El Paso, TX

Professional Development

- EPA's Rules on Compensatory Mitigation for Impact on Wetlands and Other Waters, LORMAN, 2011
- USACOE Section 404 Permit Training, LORMAN, 2008
- California Environmental Quality Act (CEQA) Training, 2008
- HEC/RAS 3.1 Training Seminars, ASCE

Affiliations

- American Society of Civil Engineers
- American Public Works Association
- Ventura County Farm Bureau
- American Water Works Association
- Association of Water Agencies, Ventura County
- Industrial Minerals Association North America

Ms. O'Connell has over 18 years of experience in the engineering design, permitting, and environmental compliance fields. Heather has management team experience with progressive working knowledge of current regulatory design criteria and statutory regulations for sites ranging from private landowners, large scale mining, commercial, industrial, and public works projects. Heather has particular focus in design option evaluation for specific site design for infill and new infrastructure, grading and drainage, storm water quantity and quality and potable, irrigation, and process water supply, distribution, recycling and reuse projects. Her experience includes:

Water Replenishment District of Southern California, Pico Rivera Site, CA. Supervising Engineer. The project involves the demolition of an existing built-out site previously occupied by a waste haul facility to provide a clean site for the building of a WRD treatment facility. Our tasks included the completion of plans and specifications for the buildings and site paving demolition plans. The plans and specifications included the demolition and offsite recycle/salvage of 80 percent of all allowed materials including three buildings, AC paving, concrete paving and foundations, termination and abandonment of above and below grade utilities, site remediation for abatement of asbestos and lead, site grading and drainage for interim conditions, and the site Construction SWPPP preparation and reporting in SMARTS.

Water Replenishment District, Well 16 Rehabilitation, City of Compton, CA. Supervising Engineer. Preparation of a feasibility study for determination of appropriate treatment technologies to treat an existing well producing elevated levels of 1,4-Dioxane and Volatile Organic Compounds. Treatment technologies included assessment of advanced oxidation process, granular activated carbon and biological biomass treatment.

Water Replenishment District, Well 17 Rehabilitation, City of Huntington Park, CA. Supervising Engineer. Preparation of a feasibility study for determination of treatment technologies for an existing well with progressive capacity issues and high nitrate concentrations nearing MCL reporting limits. Treatment technologies reviewed for the project include biological denitrification with autotrophic bacteria and ion exchange.



Vulcan, Roseville, CA. Project Manager, Civil Engineer. Responsible for the grading and drainage design for a 13-acre asphalt plant expansion including site hydrology, site LID and permanent BMP measures for property adjacent to a jurisdictional creek. The assessment included evaluating, selecting and designing appropriate permanent BMPs, preparation of site construction SWPPP and update of the Industrial SWPPP to include the expansion area.

Agromin, Oxnard, CA. Civil Engineer. Design engineer responsible for the evaluation and design development for enhanced BMPs at a processing facility adjacent to 303d listed impaired water body. Detention/infiltration basin expansion and design for addition to Industrial SWPPP. Prepared design plans and supporting report documentation consistent State and local agency requirements.

Pacific Clay/Pacific Aggregates, Lake Elsinore, CA. Civil Engineer. Design of improvements to Industrial site SWPPP for large scale clay, brick and aggregate processing facility. Prepared new design for structural BMPs for implementation into the site Industrial SWPPP to provide retention of runoff of 100-year storm event. Includes sequence of detention/retention basins, transfer piping and sump pump design.

CEMEX USA. Project Engineer. This project involved site regrading and redesign for a minimum of six sites of cement mix batch plant locations within the City and County of Los Angeles in order to meet Standard Urban Stormwater Mitigation Plan (SUSMP) and Industrial SWPPP regulations. The site redesign incorporated regrading, process and stormwater recycling system design including onsite reservoirs, onsite settling weir structures, onsite pump recirculation systems, and implemented site source control measures to maintain calculated stormwater quality volume/flow onsite. Challenging sites required unique design measures as it was not feasible to implement LID BMP technologies due to infill constraints, proximity to groundwater, and established utility infrastructure locations. Responsible for preparing SUSMP reports, calculations, grading design, building and safety structural permitting for site repaving including concrete reservoir design, structural paving sections, and pump systems.

South Wooley Road, City of Oxnard, CA. Design Engineer. This project designed sewer infrastructure improvements for a new lateral and mainline replacement into trunkline to incorporate capacity from a large commercial development. Responsible for coordinating with City wastewater monitoring locations, incorporating

design criteria based on monitoring data, and completing the study based on results. Heather completed subsequent construction plans of sewer improvements near the railroad and within the area of numerous existing utility lines and stormwater drains. Responsible for preparing sewer bypass plan for interim flow re-routing during construction and field modifications due to failing manhole junctions due to aging utilities.

Thomas Aquinas College, Santa Paula, CA. Project Manager, Assistant to Principal/Design Engineer. This project involved analyzing the water supply and wastewater quantity including effluent monitoring studies for constituent evaluation. Project elements included designing a new wastewater package treatment plant facility for the college. Facility design incorporated dual treatment system redundancy including design of lift station, pump selections, grading, and drainage design for station site layout and concrete pad. Permitting through local building and safety regulations for seismic criteria and anchoring, effluent quality process treatment control, and effluent design discharge criteria to meet both State and local requirements. This project also required contracting sludge disposal, Regional Water Quality Control Board Waste Discharge Report and Title 22 report, for discharge to a new regulated and secured irrigation system.

Ventura County Department of Airports, Camarillo Airport, CA. Project Manager/Design Engineer. This project involved water supply system modeling and design for airport water system infrastructure improvements, which included water/fire protection improvements for three main hangars at the Camarillo Airport. Design elements included removing defunct deluge fire protection system and replacing with a new improved system, pumps, and associated appurtenances; complete hydraulic modeling of the entire airport water/fire protection supply system, including an elevated tank, grade level tanks, and related pump systems. Responsible for preparing plans, specifications, and special provisions for pipeline replacement, new installation, fire pump and low-expansion foam system, and building modifications for fire pump rooms.

Attachment C

DBE Form 10-O2

EXHIBIT 10-O2 CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: Santa Barbara County Public Works 2. Contract DBE Goal: None
 3. Project Description: Bonita School Road Bridge (51C-230) Replacement BRLO-5951(151)
 4. Project Location: West of Santa Maria, ~1.5 miles north of Route 166
 5. Consultant's Name: Padre Associates 6. Prime Certified DBE: 7. Total Contract Award Amount: \$105,549
 8. Total Dollar Amount for ALL Subconsultants: \$12,950 9. Total Number of ALL Subconsultants: 1

| 10. Description of Work, Service, or Materials Supplied | 11. DBE Certification Number | 12. DBE Contact Information | 13. DBE Dollar Amount |
|---|--|--|-----------------------|
| Local assistance NEPA compliance, CEQA compliance, permitting support | NA | NA | \$0 |
| Post-construction storm water plan | NA | NA | \$0 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Local Agency to Complete this Section | | | \$0 |
| 20. Local Agency Contract Number: _____ | 14. TOTAL CLAIMED DBE PARTICIPATION | | 0% |
| 21. Federal-Aid Project Number: _____ | | | |
| 22. Contract Execution Date: _____ | IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. | | |
| Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. | | _____ 2/19/16 15. Preparer's Signature 16. Date Matt Ingamells 805/644-2220 17. Preparer's Name 18. Phone Project Manager _____ 19. Preparer's Title | |
| 23. Local Agency Representative's Signature | 24. Date | | |
| 25. Local Agency Representative's Name | 26. Phone | | |
| 27. Local Agency Representative's Title | | | |

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Attachment D

Statement of Acknowledgement of the Agreement for Services of Independent Contractor

STATEMENT OF ACKNOWLEDGEMENT

Attachment B contains the Agreement for Services of Independent Contractor used by the COUNTY for Technical Services and added clauses by the State Auditors; no changes will be made to the Agreement for Services of Independent Contractor language. CONSULTANTS are required to review the Agreement for Services of Independent Contractor and acknowledge their acceptance of the terms of the Agreement for Services of Independent Contractor language in the space provided below. Failure to acknowledgement acceptance of the Agreement for Services of Independent Contractor language will cause the rejection of the proposal without further consideration.

Padre Associates, Inc. acknowledges acceptance of the terms of the Agreement for Services of Independent Contractors.

Signature: _____  _____

EXHIBIT B

PAYMENT ARRANGEMENTS Specific Rates of Compensation

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Cost Proposal, Attachment (Attachment Number 1). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR.
- E. Task Orders shall be negotiated for specific rates of compensation, which must be based on the labor and other rates set forth in CONTRACTOR's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Administrator of itemized invoices. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall

detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Section 11 Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

Morgan Jones
123 E. Anapmu Street, Santa Barbara, CA 93101

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the CONTRACTOR fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed **\$105,549**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

Exhibit C

Indemnification and Insurance Requirements (For Design Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. **Minimum Scope of Insurance Coverage**
shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by

the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.