

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the **Santa Barbara County Flood Control & Water Conservation District**, a political subdivision of the State of California (hereafter COUNTY) and **Atkins North America, Inc.** (hereafter CONTRACTOR) with an address at **16430 N. Scottsdale Road, Suite 250, Scottsdale, AZ 85254** (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

Tom Fayram at phone number (805) 568-3440 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Linda Potter at phone number (480) 538-1545 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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: Mr. Walter Rubalcava, Santa Barbara County Flood Control & Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101

To CONTRACTOR: Ms. Linda Potter, Atkins North America, Inc., 16430 N. Scottsdale Road, Suite 250, Scottsdale, AZ 85254

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. TERM

CONTRACTOR shall commence performance on **February 14, 2023** and end performance upon completion, but no later than **June 30, 2024** unless otherwise directed by COUNTY or unless earlier terminated.

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. Billing

Agreement with Atkins North America, Inc. for the Montecito Flood Control Master Plan, Phase I

shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. 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.

7. 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.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. 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.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under

this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. 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.

12. 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.

13. 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.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally

accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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.

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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.

17. 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.

18. 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.

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written 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.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY

governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** 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.
- C. 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. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. 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.

20. **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.

21. **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.

22. **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.

23. TIME IS OF THE ESSENCE

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. REGISTRATION

COUNTY hereby notifies CONTRACTOR that no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

34. IMMATERIAL CHANGES

CONTRACTOR and COUNTY agree that immaterial changes to this Agreement such as time frame and mutually agreeable work program changes which will not result in a change to the total contract amount or to the scope of the Statement of Work may be authorized by the Public Works Director, or designee in writing, and will not constitute an amendment to the Agreement.

Agreement for Services of Independent Contractor between the **Santa Barbara County Flood Control & Water Conservation District** and **Atkins North America, 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
Ex Officio Clerk of the Board of
Directors of the Santa Barbara
County Flood Control and Water
Conservation District

**SANTA BARBARA COUNTY FLOOD
CONTROL & WATER CONSERVATION
DISTRICT:**

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors

Date: _____

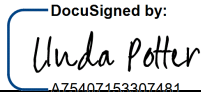
RECOMMENDED FOR APPROVAL:

Santa Barbara County Flood Control
& Water Conservation District

By: 
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Scott D. McGolpin
Public Works Director

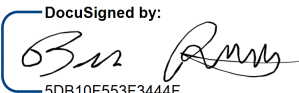
CONTRACTOR:

Atkins North America, Inc.

By: 
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Authorized Representative
Linda Potter
Name: _____
Title: Project Director

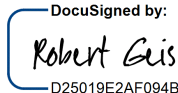
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
5DB10F553F3444F...
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
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Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: 
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Risk Management

EXHIBIT A STATEMENT OF WORK



Montecito Flood Mitigation Master Plan Phase 1 Montecito, Santa Barbara County, CA

Scope of Work – Phase 1

The scope of work (SOW) describes the professional services require to perform flood risk mitigation analyses for the community of Montecito. The study area is shown in Figure 1 and generally includes impacts from the watersheds for Romero Creek, Oak Creek, Buena Vista Creeks, San Ysidro, and Montecito Creeks.

The Master Plan’s purpose is to guide the planning, design, and construction of improvements to mitigate flooding flow impacts to the community. It is anticipated that this project will be performed in 2 phases:

- Phase 1: Data collection, outreach, modeling, analyses, alternative creation, and alternative evaluation.
- Phase 2: Outreach and Master Plan document creation. (Not included in this scope of work)

Phase 1 will provide services through alternative formulation and the preferred alternative selection and is covered in this Scope of Work document. Phase 2 will provide conceptual design and the final Plan documents and is not included in this scope. It is anticipated that Phase 2 will be scoped separately upon completion of Phase 1.

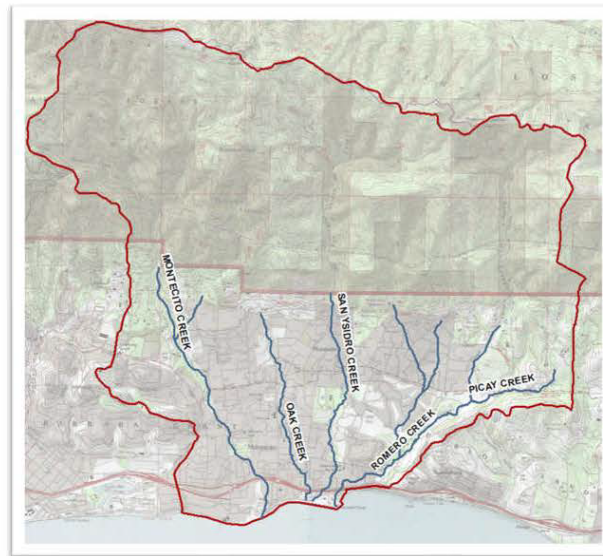


Figure 1. Project Study Area



Task 1. Project Management, schedule, and coordination

Period of Performance: All tasks for this SOW will be completed within 12 months of the Notice to Proceed (NTP).

Schedule: Atkins will develop a proposed schedule for implementation of this SOW that contains the beginning and end dates for each major task, completion dates for all required submittals, and coordination meeting dates. The schedule will be provided within 10 days of NTP for review and comment and will be maintained and updated as necessary throughout the project. For creation of the initial schedule, it is assumed that the County review time for each submittal is 2 weeks.

Project Website: A project specific website or page on the County's website will be created by County staff to house project information. Materials created in subsequent tasks will be given to the County for their use on the website; however, no direct management of the website will be performed by Atkins. It is assumed that Atkins will not host a website.

Out of scope items: Should Atkins believe that work is requested that is not within the scope of these project documents, Atkins must notify the County immediately in writing. This notification shall be provided to the County prior to commencement of any such out-of-scope work.

Coordination: An initial Kickoff meeting will be held with the County within two weeks of NTP. At this meeting, Atkins will provide the initial project schedule for review and discussion. Additionally, a half-day field tour of the area will be performed with County staff.

Virtual-format monthly coordination meetings will be held throughout the project timeline. Additional project management duties such as coordination, invoicing, reporting, etc. as necessary will be performed. It is assumed that the project schedule is 12 months.

Task 2. Initial Outreach and Data Collection Phase

Data Collection: Atkins has previously performed extensive data collection for recent and historical studies in the Montecito area. Attached to this SOW is a list of previously acquired data, and data which is requested. All collected data will be translated into GIS format if possible.

Atkins will collect and review existing data and information concerning the study area from the County and other appropriate agencies. Data collected shall be of a suitable level for a planning level study and include available information and existing reports on the soils and geology, hydrology and hydraulics, biological resources, cultural resources, demographics, land ownership, and other resources associated with the study area.

Topography: Atkins will use the following topographic sources: the 2018 USFS and 2019 USGS LiDAR, additional performed survey of hydraulic structures (by others) in conjunction with the ongoing FEMA mapping project, and any other collected or available topographic data. Additional LiDAR from 2019 may be available during project execution. Assumption: The Randall Road improvements and US 101 widening will be incorporated into the modeling (modeling discussed in Task 4). It is assumed that electronic surfaces of the Randall Road and US 101 improvements are available in either CAD or GIS compatible electronic format (such as a DTM, DEM, or other surface format). Assumption: any additionally discovered or supplied topography or survey will be included only if it is in either CAD or GIS compatible electronic format. It is assumed that up to 5 additional locations



will be incorporated. Note that incorporation of hard-copy data can be time and labor intensive and may require additional fee.

Transportation: Information on proposed improvements will be gathered. This includes the US101, railroad, local hydraulic structures, and any other proposed improvements found during the data collection effort. Recreation and trails, both existing and planned/preferred, will be gathered. Assumption: The US101 proposed improvements will be taken from the Caltrans hydraulic model, reviewed by Atkins in 2022, or any updates supplied by Caltrans or their consultant prior to beginning our modeling. For the purposes of this study, the US101 improvements are assumed to be included as “existing conditions”.

Hydrology, hydraulics, and debris flow models: Numerous existing models exist for the study area, including the FEMA regulatory, Recovery Mapping, USACE debris flow model, Atkins debris flow model, and debris flow risk zone information. Existing hydrology and hydraulics will be used and updated as necessary for the purposes of the study. Additional information on the modeling scope for alternative development is included in Task 3.

It is assumed that the FEMA regulatory model will be used as the base model to evaluate existing conditions and flood mitigation alternatives. For debris flow mitigation analyses, the work performed by Atkins for Montecito Fire will be referenced for additional volume, flow, velocity, and avulsions. The Randall Road basin and US101 widening/bridge improvements will be added to the model and included as existing conditions.

Model assumptions such as bulking factors, structure blocking, etc. for alternative development will be discussed and determined collaboratively with the County. Any agreed-upon additional factors will be applied to the existing conditions modeling and during evaluation of mitigation alternatives.

Property availability: Rights-of-ways, easements, and property ownership, including valuations, are an important component for alternative creation and evaluation. It is assumed that Atkins will use the assessor shapefile received in March of 2022 to determine parcel limits. It is also assumed that valuation information from the Assessor’s database may not reflect market values. National, publicly available information (such as Zillow) will be used to determine valuation. Valuations will be determined as-needed; a comprehensive valuation database will not be created. A title report or similar will not be obtained and a record of survey will not be performed

Aesthetics and visual impacts: Community preferences for visual impacts, such as concrete versus natural construction and similar will be collected from the County and public during outreach activities.

Biological resources analyses: The County will perform work associated with biological resources data and prior related investigations data collection for the study area. It is assumed that fish passage must be considered in all constructed improvements. The County will provide GIS shapefiles for critical areas, if any, that need to be avoided or have special considerations for constructed improvements.

Environmental: The County is responsible for contact and coordination with applicable environmental agencies to gather regulations and contact information, along with biological, vegetation, soils, NEPA/CEQA requirements and limitations. A summary of regulatory requirements



applicable to mitigation improvements will be created, if necessary, by the County and given to Atkins for use during alternative analyses.

Outreach stakeholder database creation: A database of public and private stakeholders will be assembled by Atkins with information by the County and/or Atkins as detailed below. The database will be separated into three categories: agencies, special interest groups, and the public. The requests, messaging, and feedback will be tailored for each group. It is assumed that meetings and outreach to each group will be performed separately or combined if warranted. It is assumed that Atkins will create the public outreach messaging, and the County will alternate messaging, if necessary, for agencies and special interest groups. It is assumed that contact, messaging, and notifications to agencies and special interest groups will be performed by the County.

Atkins will create the public database from the Assessor Parcel database intersected with the new FEMA floodplain mapping footprint. This contains approximately 4,000 records. It is assumed that the mailing addresses and contact information may be obtained from the Assessor's database, and individual parcel research will not be performed. The database will be filtered to remove duplicate records. It is assumed that contact to the public list will need to occur via mail as email addresses are not available.

The County will create an agency stakeholder list. The agency stakeholder list will include Federal, State, and local agencies that may have interest in the project. Contact information for an estimated 30 agencies will be collected, including the U.S. Army Corps of Engineers, FEMA Region 9, U.S. Fish and Wildlife, Los Padres National Forest, California Geological Survey, California Department of Water Resources, CalTrans, CalFire, Montecito Fire, and others. It is assumed that the preferred contact to the agency stakeholder list will occur via email, and mailings only used where email cannot be determined.

The County will create the special interest group stakeholder list. This list will include private entities such as Homeowner Associations, the Partnership for Resilient Communities, the Montecito Association, real estate groups, and similar. Contact information for an estimated 20 groups will be collected. The preferred contact method will be determined by the County after examination of the gathered information.

Initial Outreach and Public Meetings: Initial outreach meetings will be held to introduce the plan and gather information on preferred mitigation strategies. Two separate meetings are anticipated, one for the public and one for the agency group. It is assumed that the meetings will be held consecutively or over concurrent days. Due to the potentially widely varying locations of the agency group, the agency group initial meeting will include both an in-person and virtual attendance option. One Atkins attendee will attend all in-person meetings. The following will be performed for the meetings:

- Mailings will be created to announce the meetings. It is assumed that this will be either in post card or letter format, and Atkins will create the content in PDF format. It is assumed that the County will print, distribute, and/or mail the announcements. A copy of the announcement(s) may be placed on the project website by the County.
- An announcement flyer for the public meeting will be created for posting at public venues. Atkins will create the content in PDF format. It is assumed to be a one-page, 8.5"x11" size, and in color. It is assumed the County will print and post any hard copies of the flyer.
- Atkins will create meeting sign in sheets, and comment forms. It is assumed that comment forms will be posted on the website by the County as well as printed for any in-person meetings.



- A press release/newspaper notice will be created for the meetings, if necessary, by the County. It is assumed the County will issue and/or send press releases to media outlets.
- Two in-person meetings with a virtual option are assumed. It is assumed that the County will provide and host the virtual meeting platform and provide an accessible venue for all in-person meetings and publish notices as previously indicated.
- Atkins will collect public comments and compile in a spreadsheet as a comment response matrix. The responses will be generated in a spreadsheet-type format and distributed to the County for disposition (individual responses will not be sent or mailed). It is assumed that no more than 50 comments will be received for each public and stakeholder group meeting.

Individual Property Notifications: If necessary, the County will create individual property owner notifications. It is assumed the County will merge the template with the database, print, and mail the letters.

Individual Meetings: One-on-one meetings may be requested or needed during the initial outreach phase. Up to 5 additional meetings are assumed to be needed. It is assumed that these meetings can be performed in conjunction with other in-person events to minimize travel and expenses or performed virtually.

Task 3. Alternative Formulation Phase

Initial or Preliminary Alternatives: Initial alternatives will be created without filtering for assumed cost or feasibility. All ideas presented by stakeholders, the public, the County, and the consultant team will be entered into an initial alternative database. The input received from the initial outreach and public meeting activities will be included. Additionally, a virtual brainstorming session will be held with County staff to capture alternative ideas, maintenance information, and alternative concepts. It is assumed that no more than 10 initial alternatives will be created. An initial alternative database will be created with a descriptive name, description, general concept, access requirements category (low, medium, or high), and assumed future maintenance category (low, medium, or high).

Alternative Analyses: The initial alternative database will be evaluated. Initial strengths/opportunities and weaknesses/constraints will be summarized for each alternative. Additionally, fatal flaws will be identified that would remove alternatives from further consideration (for example, would remove endangered species habitat, cannot be maintained, etc.). The purpose of the evaluation is to reduce the number of initial alternative concepts to be advanced for further analyses. The reasons for removal will be documented in the database.

It is assumed that evaluated alternatives will be developed into two final alternatives prior to Task 4 consisting of:

- a 100-yr/1% annual chance alternative, and
- an optimized alternative that may have varying conveyance capacity.

This phase will apply concepts from the evaluated alternatives to all watercourses without optimization. These concepts are anticipated to include channelization, basins, debris interception, acquisition, upsizing bridge/drainage conveyance structures, and similar.



For this preliminary evaluation, a concept will be applied to the entire watercourse (as grouped above) for the 100-yr event. Maps will be created showing the approximate footprint and location of each concept, along with assumed flood reduction areas.

Existing condition model updates: As discussed in Task 2, the existing condition models from the FEMA study will be used and modified to produce an updated existing condition as follows:

- Modifications, if necessary, for structure blocking and bulking factors will be applied to the model. This may require modifications to the FEMA study hydrology model to apply factors and extract hydrographs.
- The existing condition model for the area will be updated to include the Randall Road basin and the US 101 widening, as discussed in Task 2. Up to five additional locations of improvements will be incorporated. The floodplains and rasters for depth, water surface elevations, and velocities from this updated existing condition model will be exported and used to evaluate and guide alternative development.
- Existing models created for debris flows from the Montecito Fire previous work on debris flow risk work will be used to examine debris flow inundation limits and volumes. Depths and water surface elevations, if necessary, will be extracted from existing models and no new modeling will not be performed.

Detailed modeling of alternatives will not be performed at this preliminary alternative phase. The preliminary sizing of the footprint of each mitigation measures for conveyance, sizing, numbers, or similar as necessary to compare alternatives will be developed. The hydrologic and hydraulic information will be extracted from the updated existing condition model discussed above. It is assumed that the flooding condition will be used to size alternatives; debris flow and sediment volumes will not be considered. The methods used for preliminary alternative sizing are assumed to be generalized, such as applications of normal depth flow equations or derived from existing modeling, and detailed calculations or modeling will not be performed at this time. General sizing and footprints will be developed for the concepts as necessary.

Atkins will document each preliminary alternative concept with a narrative description and plan-view map. Narratives shall identify strengths, weaknesses, opportunities, and constraints of each alternative. It is assumed that the subsequent alternative evaluation phases may consider a "mix and match" of different measures; however, it will not be applied for this preliminary evaluation (to occur during Task 4). Cross sections and renderings will be developed as necessary to convey the specifics of the alternatives. It is assumed that no more than 5 concepts will be documented in this activity.

Atkins will present these alternative concepts for discussion with the County on the general merits, feasibility, and application requirements. The goal is to eliminate alternative concepts that are not expected to be supported, are too costly, or are impractical before additional effort is performed.

Outreach and Public Meetings: After the alternative concepts have been created, a second round of outreach will be performed. One public meeting is anticipated. One Atkins attendee will attend all in-person meetings. The following will be performed for the meeting:

- Mailings will be created to announce the meetings. It is assumed that this will be either in post card or letter format, and Atkins will create the content in PDF format. It is assumed that the



County will print, distribute, and/or mail the announcements. A copy of the announcement(s) may be placed on the project website by the County.

- An announcement flyer for the public meeting will be created for posting at public venues. Atkins will create the content in PDF format. It is assumed to be a one-page, 8.5"x11" size, and in color. It is assumed the County will print and post any hard copies of the flyer.
- Atkins will create meeting sign in sheets, and comment forms. It is assumed that comment forms will be posted on the website by the County as well as printed for any in-person meetings.
- A press release/newspaper notice will be created for the meetings, if necessary, by the County. It is assumed the County will issue and/or send press releases to media outlets.
- One in-person meeting is assumed (a hybrid meeting format may be necessary to allow for both in-person and virtual attendance). It is assumed that the County will provide and host the virtual meeting platform and provide an accessible venue for all in-person meetings and publish notices as previously indicated.
- Atkins will collect public comments and compile in a spreadsheet as a comment response matrix. The responses will be generated in a spreadsheet-type format and distributed to the County for disposition (individual responses will not be sent or mailed). It is assumed that no more than 50 comments will be received for each public and stakeholder group meeting.

Individual Property Notifications: Individual property owner notifications will not be sent for this intermediate meeting. Additionally, no individual meetings are anticipated to occur.

Task 4. Alternative Development

Alternative Development: In this phase of the project, three refined alternatives will be developed: a 100-year mitigation option, an optimized mitigation option, and a "No action" option. The optimized alternative will consider a balance of property impacts and the level of protection provided (optimization factors discussed below). The results of the alternative analyses performed in Task 3 will be used to inform the development, and feedback from the County and public meetings will be incorporated to the extent possible.

Refinement of the alternatives will occur during this phase, and different concepts may be applied at different locations. For example, a refined alternative may consist of multiple different types of mitigation concepts, such as a no-action segment, a small basin, channelization with different cross sections or bank protection, and a bridge replacement. Two refined alternatives will be created for the 100-yr mitigation and an optimized mitigation.

Atkins and the County will meet to discuss optimization factors. It is assumed that cost and private property impacts will be factors influencing optimization, but other factors can be considered (to be determined at the meeting). A framework for evaluation will be created, such as when the cost of improvements exceeds the damages, or similar. Cost information will be created prior to this meeting, such as values of land for easements, values of damage to structures, and unit costs for different mitigation items and cross section configurations. The factors decided at the meeting will be applied during development of the refined alternatives.

Proposed condition modeling will be performed to develop the optimized alternative to determine effectiveness at reducing flooding and/or debris flow risk. Additional refinement will occur during modeling, such as increasing capacity, moving locations, adding elements, etc. as necessary to refine the



alternative to maximize effectiveness. Two-dimensional modeling will be performed for the optimized alternative only; the 100-year alternative will be sized accordingly to handle the 100-year flows to an assumed one-dimensional flow condition. Normal depth or rating curves will be used to size 100-yr components; If one-dimensional HEC-RAS modeling is requested for the 100-year alternative, additional scope and fee will be required. Note that portions of the preferred alternative may be the 100-year solution and modeling will be performed for the preferred alternative.

A summary of effectiveness of each alternative will be created including the “No Action” alternative. Order-of-magnitude cost estimates will be created for the 100-yr and optimized alternatives, separated by component and/or reach and as an overall total. Factors for design, price escalation, and other future factors may be applied to the cost estimates. Atkins will suggest the factors, and the County will provide input and select the final cost factors.

The effectiveness summaries will include cost, flooding reduction (measured by properties, structures, and acres), debris flow risk reduction if applicable (measured by properties, structures, and acres), land ownership, easements or acquisition needed (in acres and dollars), environmental impacts, aesthetics, community acceptance, feasibility, permitting, maintenance, and other factors as applicable and measurable. Conceptual layouts, locations, and renderings of alternatives will be created as needed to adequately convey alternative specifics for each alternative.

The refined alternatives and effectiveness summary will be submitted to the County for review. A half-day workshop (in-person format with a virtual option) will be held with the County and select stakeholders to review and discuss the refined alternatives (no action, 100-year, and optimized). It is assumed that slight changes will occur to the refined alternatives as a result of this workshop. These changes will be made in the documentation and modeling.

The modeling, layouts, and effectiveness summary will be modified and finalized based on the results of the meeting. The revised alternatives and associated documentation will be submitted to the County for review. The preferred alternative will be selected by the County.

Present Preferred Alternative Outreach and Public Meetings:

Due to the sensitive nature of proposed improvements that may impact individual property owners, additional outreach will be performed. The following will be performed:

- A database will be created of all properties impacted by the preferred alternative. The database will include parcel number, address, level and type of impact (acres, easements, acquisition, etc.).
- A map of the proposed improvements will be created. It is assumed that one large-size plot showing the improvements on a community-wide scale, and one map book that provides a smaller scale on individual sheets with an index will be prepared. A statement will be included on the draft nature of the design at this phase which is subject to change.
- It is assumed that many affected property owners may wish for individual meetings. Attendance and facilitation of up to 15 virtual-format individual meetings are included in this scope of work.

Outreach meetings will be held to present the preferred alternative to the public and stakeholders. Two public meetings on concurrent days are anticipated to present the results. One Atkins representative will attend. The following will be performed for the meetings:



- Mailings will be created to announce the meetings, and Atkins will create the content in PDF format. It is assumed that this will be either in post card or letter format. It is assumed that the County will print, distribute, and/or mail the announcements. A copy of the announcement(s) may be placed on the project website by the County.
- An announcement flyer for the public meeting will be created for posting at public venues. Atkins will create the content in PDF format. It is assumed to be a one-page, 8.5"x11" size, and in color. It is assumed the County will print and post any hard copies of the flyer.
- Atkins will create meeting sign in sheets, and comment forms. It is assumed that comment forms will be posted on the website by the County as well as printed for any in-person meetings.
- A press release/newspaper notice will be created for the meetings, if necessary, by the County. It is assumed the County will issue and/or send press releases to media outlets.
- In-person meetings are assumed. It is assumed that the County will provide an accessible venue for all in-person meetings and publish notices as previously indicated. If a virtual or hybrid format is held, the County will select and host the virtual-format platform.
- Atkins will collect public comments and compile in a spreadsheet as a comment response matrix. The responses will be generated in a spreadsheet-type format and distributed to the County (individual responses will not be sent or mailed). It is assumed that no more than 50 comments will be received for each meeting.

Project Website update: All project website updates will be performed by the County.

Preferred Alternatives Memorandum: The results of the alternatives evaluation and selection of the preferred alternative will be documented in a Preferred Alternatives Memorandum. This documentation is anticipated to be relatively brief as more detailed information will be created during documentation of the Plan to occur in Phase 2. Summary tables, rendering, and maps produced during previous phases will be compiled in this document.

Atkins shall submit the memorandum and supporting documentation to the County for review and comment in electronic format in both Microsoft Word and Adobe PDF. Atkins will address comments and prepare a Final Preferred Alternatives Memorandum, submit in electronic format in both Microsoft Word and Adobe PDF, and up to 20 hard copies shall be provided upon request.

Task 5. (NOT A PART) Plan Creation Phase (to be contracted and scope at conclusion of Phase 1).

Creation of the Preferred Mitigation Master Plan along with 30%-level design of improvements is anticipated to be contracted as Phase 2 at a later date.



Previously acquired data:

- Storm summary reports, 2018 to 2022 by the County Flood Control District
- Debris Risk evaluation and zones, by Atkins, 2018 to 2022 for SB FCD and Montecito Fire
- Randall Road Debris Basin construction plans
- CAL FIRE storm inspection reports from the 1/9 event, associated GIS spatial information
- Damaged properties and depths from 1/9 event assessment
- CGS spatial files of debris flow event and original risk maps
- Kevin Cooper's Thomas Fire recovery vegetation assessments, 2018 to 2021
- STARR II Recovery Mapping, models, hydrology, hydraulics, and spatial information
- Larry Gurrola's/Partnership for Resilient Community's Flood History and Landside Dam Hazards of the Montecito Creek Watershed
- Storer Environmental's debris nets plan, design, and placement reports, specifications, and construction completion report and Partnership for Resilient Communities and BGC Engineering action report
- SB County spatial files of historic flood events
- Thomas Fire BAER and WERT Team reports
- Post-event 2018 1-meter LiDAR Terrain Mapping (USGS) and 2019 LiDAR (USGS)
- Watershed photos from 2018 to 2022, documenting watershed recovery and construction activities
- CALTRANS plans and modeling for US 101 Widening project
- USACE Non-Newtonian modeling for the Montecito area, draft report and model
- FEMA effective and proposed flooding hydrology, hydraulics, and floodplain mapping information, including historical reports
- Geomorphology historical reports for the Montecito area

Requested data:

- Randall Road basin plans and topography (in electronic format)
- Updated Assessor's Parcel GIS data (if updated information exists since previous acquisition in March of 2022)

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$ 249,462.41**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 10% of the agreement amount or **\$24,946.24**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- F. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Santa Barbara County Flood Control & Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>.

ATTACHMENT B1



Member of the SNC-Lavalin Group

Cost Proposal - By Task and Cost Type

Montecito Flood Mitigation Master Plan
 County of Santa Barbara
 (Contract #)

Submittal Date: Dec-06-2022

Task#	Description	Labor	Subcontract & Consultants	Equipment	Travel	ODCs	Award/Fixed Fee	Total Price
1	Project Management, Schedule, and Coordination	20,638.76	-	-	960.00	-	-	21,598.76
2	Initial Outreach and Data Collection	32,859.59	-	-	1,110.00	75.00	-	34,044.59
3	Alternative Formulation	61,382.50	-	-	1,110.00	75.00	-	62,567.50
4	Alternative Development	127,461.56	-	-	3,430.00	360.00	-	131,251.56
Total		242,342.41	-	-	6,610.00	510.00	-	249,462.41
Total Extended Price								249,462.41

ATKINS

Member of the SNC-Lavalin Group

Cost Proposal - Detail

Montecito Flood Mitigation Master Plan

County of Santa Barbara

(Contract #)

Submittal Date: Dec-06-2022

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
1	Project Management, Schedule, and Coordination						
	Labor						
		Project Director	Home	234.88	Hr	2.0	469.76
		Sr Project Manager	Home	213.15	Hr	72.0	15,346.80
		Project Manager	Home	184.86	Hr	-	-
		Sr Engineer II	Home	225.83	Hr	12.0	2,709.96
		Project Assistant II	Home	81.24	Hr	26.0	2,112.24
	Labor Total					112	20,638.76
	Travel					6.0	660.00
		Airfare		350.0	round tr	1.0	350.00
		Lodging		150.0	night	1.0	150.00
		Per Diem		50.0	day	2.0	100.00
		Car Rental		30.0	day	2.0	60.00
	Travel					52.0	300.00
		Gas		4.0	mile	50.0	200.00
		Parking		50.0	day	2.0	100.00
	Subcontract and Expenses Total						960.00
1	Project Management, Schedule, and Coordination Total						
							21,598.76
2	Initial Outreach and Data Collection						
	Labor						
		Sr Project Manager	Home	213.15	Hr	49.0	10,444.35
		Project Manager	Home	184.86	Hr	-	-
		Sr Engineer II	Home	225.83	Hr	10.0	2,258.30
		Sr Engineer I	Home	194.01	Hr	12.0	2,328.12
		Engineer III	Home	166.16	Hr	-	-
		Engineer II	Home	155.29	Hr	2.0	310.58
		Engineer I	Home	142.04	Hr	20.0	2,840.80
		Sr Designer II	Home	133.98	Hr	-	-



Member of the SNC-Lavalin Group

Cost Proposal - Detail

Montecito Flood Mitigation Master Plan

County of Santa Barbara

(Contract #)

Submittal Date: Dec-06-2022

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
		Designer II	Home	116.41	Hr	48.0	5,587.68
		Sr Public Info Specialist	Home	176.80	Hr	29.0	5,127.20
		Sr GIS Analyst I	Home	155.29	Hr	8.0	1,242.32
		GIS Analyst I	Home	142.04	Hr	10.0	1,420.40
		Project Assistant II	Home	81.24	Hr	16.0	1,299.84

Labor Total						204	32,859.59
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Travel						7.0	810.00
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Airfare				350.0	round tr	1.0	350.00
Lodging				150.0	night	2.0	300.00
Per Diem				50.0	day	2.0	100.00
Car Rental				30.0	day	2.0	60.00

Travel						52.0	300.00
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Gas				4.0	mile	50.0	200.00
Parking				50.0	day	2.0	100.00

ODCs						6.0	75.00
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Copies & Prints				5.0	map	5.0	25.00
Supplies				50.0	LS	1.0	50.00

Subcontract and Expenses Total							1,185.00
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2	Initial Outreach and Data Collection Total						34,044.59
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3	Alternative Formulation						
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Labor

Sr Project Manager			Home	213.15	Hr	63.0	13,428.45
Project Manager			Home	184.86	Hr	8.0	1,478.88
Sr Engineer II			Home	225.83	Hr	70.0	15,808.10
Sr Engineer I			Home	194.01	Hr	53.0	10,282.53
Engineer III			Home	166.16	Hr	12.0	1,993.92
Engineer I			Home	142.04	Hr	22.0	3,124.88

ATKINS

Member of the SNC-Lavalin Group

Cost Proposal - Detail

Montecito Flood Mitigation Master Plan

County of Santa Barbara

(Contract #)

Submittal Date: Dec-06-2022

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
		Sr Designer II	Home	133.98	Hr	4.0	535.92
		Designer II	Home	116.41	Hr	14.0	1,629.74
		Sr Public Info Specialist	Home	176.80	Hr	2.0	353.60
		Sr GIS Analyst I	Home	155.29	Hr	40.0	6,211.60
		GIS Analyst I	Home	142.04	Hr	38.0	5,397.52
		Project Assistant II	Home	81.24	Hr	14.0	1,137.36

Labor Total						340	61,382.50
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Travel							810.00
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Airfare	350.0	round tr	1.0	350.00
Lodging	150.0	night	2.0	300.00
Per Diem	50.0	day	2.0	100.00
Car Rental	30.0	day	2.0	60.00

Travel							300.00
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Gas	4.0	mile	50.0	200.00
Parking	50.0	day	2.0	100.00

ODCs							6.0	75.00
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Copies & Prints	5.0	map	5.0	25.00
Supplies	50.0	LS	1.0	50.00

Subcontract and Expenses Total						1,185.00
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3	Alternative Formulation Total						62,567.50
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4	Alternative Development					
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Labor

Project Director	Home	234.88	Hr	1.0	234.88
Sr Project Manager	Home	213.15	Hr	156.0	33,251.40
Project Manager	Home	184.86	Hr	12.0	2,218.32
Sr Engineer II	Home	225.83	Hr	142.0	32,067.86
Sr Engineer I	Home	194.01	Hr	48.0	9,312.48

ATKINS

Member of the SNC-Lavalin Group

Cost Proposal - Detail

Montecito Flood Mitigation Master Plan

County of Santa Barbara

(Contract #)

Submittal Date: Dec-06-2022

Task#	Resource Category	Description	O/H Pool	Rate	Unit	Qty	Extended Price
		Engineer III	Home	166.16	Hr	50.0	8,308.00
		Engineer II	Home	155.29	Hr	24.0	3,726.96
		Engineer I	Home	142.04	Hr	109.0	15,482.36
		Sr Designer II	Home	133.98	Hr	-	-
		Designer II	Home	116.41	Hr	34.0	3,957.94
		Sr Public Info Specialist	Home	176.80	Hr	2.0	353.60
		Sr GIS Analyst I	Home	155.29	Hr	52.0	8,075.08
		GIS Analyst I	Home	142.04	Hr	56.0	7,954.24
		Project Assistant II	Home	81.24	Hr	31.0	2,518.44

Labor Total	717	127,461.56
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Travel	2,430.00
Airfare	350.0 round tr 3.0 1,050.00
Lodging	150.0 night 6.0 900.00
Per Diem	50.0 day 6.0 300.00
Car Rental	30.0 day 6.0 180.00

Travel	1,000.00
Gas	4.0 mile 175.0 700.00
Parking	50.0 day 6.0 300.00

ODCs	54.0	360.00
Copies & Prints	5.0 map 52.0 260.00	
Supplies	50.0 LS 2.0 100.00	

Subcontract and Expenses Total	3,790.00
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4 Alternative Development Total	131,251.56
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Total Extended Price	249,462.41
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EXHIBIT C

Indemnification and Insurance Requirements (For 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, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

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, its 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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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

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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.