

Attachment A

Board Contract Summary

BC 16-162
Assigned By: *[Signature]*

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts.*

D1.	Fiscal Year	2015-2016, 2016-2017
D2.	Department Name	Public Works
D3.	Contact Person	Martin Wilder
D4.	Telephone	x8755

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Environmental review for Laguna WWRP Upgrade and master plan
K3.	Department Project Number	PLEXP1
K4.	Original Contract Amount	\$ 155,298.00
K5.	Contract Begin Date	February 9, 2016
K6.	Original Contract End Date	June 30, 2017
K7.	Amendment? (Yes or No)	
K8.	- New Contract End Date	
K9.	- Total Number of Amendments	
K10.	- This Amendment Amount	\$
K11.	- Total Previous Amendment Amounts	\$
K12.	- Revised Total Contract Amount	\$

B1.	Intended Board Agenda Date	February 9, 2016
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	16 solicited, 3 received
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	Exhibit C

F1.	Fund Number	2870
F2.	Department Number	054
F3.	Line Item Account Number	8200
F4.	Project Number (if applicable)	PLEXP1
F5.	Program Number (if applicable)	6000
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	Periodic compensation

V1.	Auditor-Controller Vendor Number	615250
V2.	Payee/Contractor Name	Padre Associates, Inc.
V3.	Mailing Address	1861 Knoll Drive
V4.	City State (two-letter) Zip (include +4 if known)	Ventura, CA 93003
V5.	Telephone Number	644-2220, x13
V6.	Vendor Contact Person	Matt Ingamells
V7.	Workers Comp Insurance Expiration Date	February 1, 2016
V8.	Liability Insurance Expiration Date	February 1, 2016
V9.	Professional License Number	
V10.	Verified by (print name of county staff)	<i>Martin Wilder</i>

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 12-21-2015 Authorized Signature: *Martin Wilder*

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the Laguna County Sanitation District, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California (hereafter DISTRICT) and Padre Associates, Incorporated, an environmental services firm, having its principal place of business at 1861 Knoll Drive, Ventura, California, 93003 (hereafter CONSULTANT) wherein CONSULTANT agrees to provide and DISTRICT 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 DISTRICT and DISTRICT 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

Martin Wilder, P.E., at phone number (805) 739-8755 is the representative of DISTRICT and will administer this Agreement for and on behalf of DISTRICT. Simon Poulter, at phone number (805) 683-1233, extension 4 is the authorized representative for CONSULTANT. 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 DISTRICT: Martin Wilder, P.E.
Laguna County Sanitation District
620 West Foster Road
Santa Maria, CA 93455
Ph: (805) 739-8755
Fax: (805) 739-8753
Email: mwilder@cosbpw.net

To CONTRACTOR: Matt Ingamells
Padre Associates, Incorporated
1861 Knoll Drive
Ventura, CA 93003
Ph: (805) 644-2220, extension 13
Fax: (805) 644-2050
Email: mingamells@padreinc.com

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 DISTRICT in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. TERM

CONTRACTOR shall commence performance on January 12, 2016 and end performance upon completion, but no later than December 31, 2017 unless otherwise directed by DISTRICT 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 shall be made by invoice, which shall include the contract number assigned by DISTRICT 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 DISTRICT and not as an officer, agent, servant, employee, joint venture, partner, or associate of DISTRICT. Furthermore, DISTRICT shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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. DISTRICT shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should DISTRICT be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse DISTRICT 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. CONTRACTOR must promptly disclose to DISTRICT, in writing, any potential conflict of interest. DISTRICT retains the right to waive a conflict of interest disclosed by CONTRACTOR if DISTRICT determines it to be immaterial, and such waiver is only effective if provided by DISTRICT to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

DISTRICT 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 DISTRICT.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to DISTRICT 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"). DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use DISTRICT's name or logo in any manner that would give the appearance that the DISTRICT is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of DISTRICT. CONTRACTOR shall not release any informational pamphlets, notices, press

releases, research reports, or similar public notices concerning the DISTRICT or its projects, without obtaining the prior written approval of DISTRICT.

13. DISTRICT PROPERTY AND INFORMATION

All of DISTRICT's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain DISTRICT's property, and CONTRACTOR shall return any such items whenever requested by DISTRICT 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 DISTRICT property, documents, or information without DISTRICT'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. DISTRICT 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 DISTRICT or as part of any audit of the DISTRICT, 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 DISTRICT or the State, at no charge to DISTRICT.

If federal, state or DISTRICT audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or DISTRICT 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 DISTRICT, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to DISTRICT as specified by DISTRICT 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

DISTRICT hereby notifies CONTRACTOR that DISTRICT'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 DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT. DISTRICT may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for DISTRICT's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** DISTRICT 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 DISTRICT, 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 DISTRICT 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 DISTRICT governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then DISTRICT will notify CONTRACTOR of such occurrence and DISTRICT 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, DISTRICT 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, DISTRICT may, at DISTRICT'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 DISTRICT 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 DISTRICT 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 DISTRICT within thirty (30) days of written notice to DISTRICT of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to DISTRICT 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 DISTRICT may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, DISTRICT 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 DISTRICT such financial information as in the judgment of DISTRICT 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 DISTRICT shall be final. The foregoing is cumulative and shall not affect any right or remedy which DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of DISTRICT.

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 DISTRICT, 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 DISTRICT 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 DISTRICT.

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.

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Agreement for Services of Independent Contractor between the **Laguna County Sanitation District** and **Padre Associates, Incorporated**.

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

LAGUNA COUNTY SANITATION DISTRICT:

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors

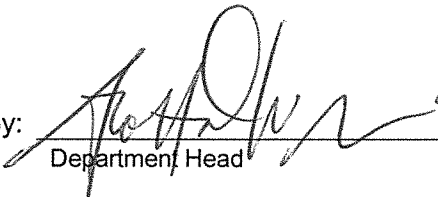
Date: _____

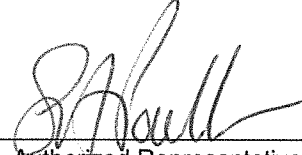
RECOMMENDED FOR APPROVAL:

Public Works Department

CONTRACTOR:

Padre Associates, Incorporated

By: 
Department Head

By: 
Authorized Representative

Name: Simon Poulter

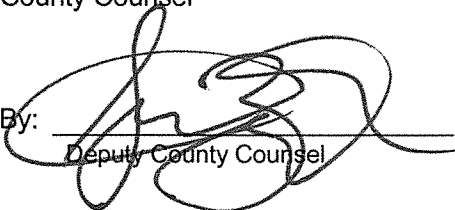
Title: Principal

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

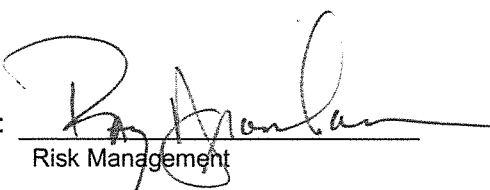
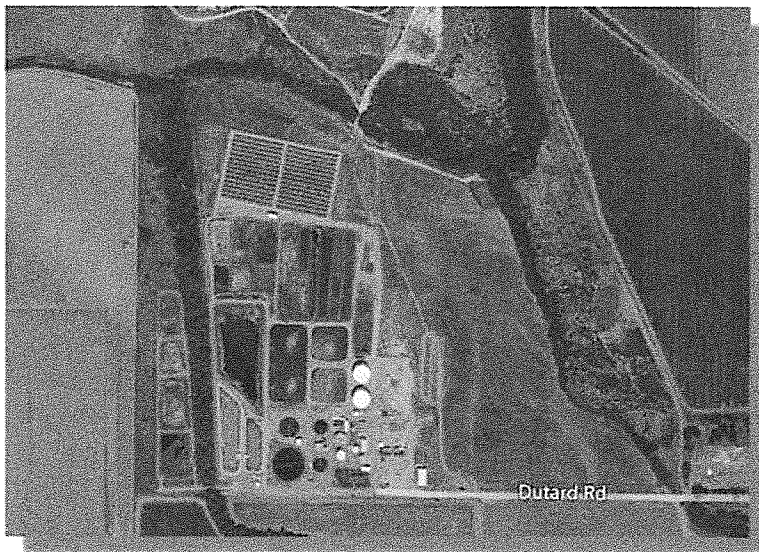
By: 
Risk Management

EXHIBIT A
STATEMENT OF WORK

**SCOPE OF WORK AND FEE PROPOSAL
PROGRAM ENVIRONMENTAL IMPACT
REPORT/ENVIRONMENTAL ASSESSMENT FOR
THE WATER RECLAMATION PLANT
FACILITIES MASTER PLAN**



Prepared for:

Laguna County Sanitation District
620 West Foster Road
Santa Maria, California 93455

Prepared by:

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

November 2015

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ATTACHMENTS

Fee Breakdown Spreadsheet

Padre Associates 2011 Standard Fee Schedule

1.0 INTRODUCTION

1.1 PROJECT UNDERSTANDING

Padre Associates has worked closely with the District on numerous projects to upgrade the Treatment Plant, wastewater collection facilities and recycled water facilities, including:

- Total Dissolved Solids and Recycled Water Project (Brinex): Mitigated Negative Declaration (MND);
- Orcutt Trunk Sewer: MND and construction monitoring;
- Recycled Water Distribution Main (Phase 2): MND; and
- Sludge Drying Beds Upgrade Project: MND.

These projects, as well as others planned by the District have the potential to result in take of Federally-listed species, primarily California tiger salamander and California red-legged frog. Due to the lack of a Federal nexus, the District has been unable to obtain incidental take authorization through Section 7 of the Endangered Species Act. Therefore, any inadvertent disturbance of listed species during project construction or maintenance would be unauthorized and could result in violation of the Endangered Species Act. This situation has caused the District to postpone implementation of some projects until take of listed species could be authorized. One of the purposes of combining all District projects into a Facilities Master Plan (FMP) is to obtain take authorization for these projects, by completing Federal environmental review (National Environmental Policy Act [NEPA]) and facilitate approval of a Habitat Conservation Plan (HCP), currently in draft form.

We understand some FMP projects will be assessed at a project-level of detail, some at a program-level of detail, and approved (but not constructed) projects addressed in the HCP will be included. We acknowledge that future environmental review (outside this work scope) may be needed for projects assessed at a program level.

- Project-level: Phase 1 plant upgrade, burial of the pipeline to storage reservoir, trunk sewer replacement along Foster Road, new recycled water pipeline to Waller Park with storage tank;
- Program-level: Phase 2 plant expansion, storage reservoir expansion; and
- Approved projects: removal of soil stockpile from the reservoir site, Rancho Santa Maria Golf Course recycled water pipeline and sludge drying beds upgrade.

In addition, the environmental impacts and benefits of implementation of the District's proposed HCP will be assessed as part of the FMP.

1.2 ENVIRONMENTAL REVIEW APPROACH

Environmental review of the FMP will require compliance with both State (CEQA) and Federal (NEPA) regulations and requirements. Most of the projects included in the FMP have not completed any environmental review, and the District must comply with CEQA. Given the recognized potential for some of the FMP projects to significantly affect endangered or threatened species, an Environmental Impact Report (EIR) appears to be the appropriate CEQA document (see Section 15064(a)(1) of the State CEQA Guidelines).

Approval of a HCP by the U.S. Fish & Wildlife Service (USFWS) is a Federal action, which requires NEPA compliance. As the proposed HCP is not a low-effect HCP, a categorical exclusion is not likely to be adequate, and an Environmental Assessment (EA) appears to be the appropriate NEPA document. Therefore, we propose a joint EIR/EA be prepared for the FMP. This approach is consistent with USFWS policy. The EIR/EA will address FMP projects at the maximum level of detail for which information is available. Approved projects will be updated to reflect any new design features or parameters and included in the environmental impact analysis, primarily to ensure adverse effects are identified for NEPA purposes.

Padre believes the key issues to be resolved early in the environmental review process are the development of project descriptions reflecting the most recent engineering designs and studies (to ensure a robust environmental analysis) and the development of a range of reasonable alternatives for each project addressed in the EIR/EA. NEPA requires the analysis of alternatives at about the same level as the proposed project.

Information and analyses provided in CEQA documents for previously approved FMP projects (and other nearby projects) will be used to the maximum extent possible in the preparation of the EIR/EA, to reduce costs and accelerate the schedule.

Throughout EIR/EA preparation, review and approval, the Padre Project Manager will maintain frequent and open communication with the District's Utilities Manager and engineering consultant. Padre's participation in meetings and hearings, and preparation of progress reports are further detailed in Section 2.11 below.

2.0 SCOPE OF WORK

Padre will work closely with District staff and other 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 project experience with District facilities, his knowledge and insights will be valuable on this project. Padre will provide the District assistance in the preparation of an EIR/EA for the FMP, including:

1. Project management and coordination;
2. Environmental analysis; and
3. Public participation/decision-maker hearings support.

Our goal is to assist the District in preparing legally adequate environmental documentation pursuant to CEQA and NEPA in an efficient and cost effective manner. The Padre environmental review team will provide a comprehensive assessment of the potential environmental impacts associated with the proposed project at the greatest level of detail practical given available project information. We will utilize CEQA documents prepared for other projects in the area (including District projects and other development projects) and biological data collected as part of the HCP process to the extent practical as supplemented by original research where necessary.

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.

Pending District concurrence, we anticipate labelling the document a Program EIR/EA, while providing project-level analysis for some of the FMP projects. It is recognized that subsequent CEQA analysis may be required for some of the program-level projects; therefore, we will provide a robust analysis that will facilitate preparation of any subsequent documentation.

As requested in the RFQ/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 EIR/EA can be formatted with line numbers.

2.1 TASK 1: PROJECT INITIATION

Padre proposes that the EIR/EA process be initiated at a project kick-off meeting, where Padre will coordinate with District staff, other County staff and preparers of the HCP (if appropriate) to discuss the roles and responsibilities of each of the parties and generally review the elements of the project and environmental review process including project schedule and other management issues.

Padre team members that will be in attendance at this meeting will include:

- Principal-in-Charge, Simon Poulter

- Project Manager, Matt Ingamells
- Senior Environmental Analyst, Donna Hebert

2.2 TASK 2: PROJECT DESCRIPTION, ENVIRONMENTAL SETTING, CUMULATIVE PROJECTS AND PROJECT ALTERNATIVES

2.2.1 Project Description

Upon receipt of all relevant and available information for each FMP project, Padre will prepare and submit a draft project description for review by the District. The proposed HCP will be included as a component of the FMP, similar to the Baron Ranch Restoration Plan which was included with the Tajiguas Landfill Reconfiguration Project. Biological impacts will be assessed in light of full implementation of the HCP.

The project description will include all elements as defined in Section 15124 of the CEQA Guidelines. The project description will include the following components at a minimum (for each FMP project, if known):

- Identification of affected property owners;
- History and background of prior environmental analysis and approvals;
- Location description including regional and vicinity maps, site layout exhibits (based on engineering drawings to be provided), address and assessor's parcel number(s);
- Statement of project objectives;
- List of requested actions/discretionary approvals; and agencies expected to use the EIR/EA; and
- Detailed description of the project's technical, economic and environmental characteristics.

It is acknowledged that design engineering for some of the projects has not been completed, and the description for such projects may be at a concept level. We will work closely with the District's engineering consultant to ensure the project description provides the greatest detail available and represents the most current design.

An important feature of the project description is to identify the proposed Federal action to frame the NEPA analysis. The proposed HCP and incidental take authorization would allow FMP projects to move forward, such that USFWS would likely consider the proposed Federal action to include implementation of all FMP projects. Therefore, the NEPA analysis would include all FMP projects that would be authorized under the HCP process. In addition, the HCP addresses existing maintenance activities, which may be considered part of the proposed Federal action. We recommend this issue be resolved early in the NEPA process.

A final project description addressing District 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 District may result in changes to our work scope and, therefore, schedule and fee.

2.2.2 Environmental Setting and Cumulative Projects

The environmental setting will provide a synopsis of the physical and resource conditions in the project area, which includes the Treatment Plant and vicinity, proposed pipeline alignments, storage reservoir and vicinity and the Waller Park tank site. More detailed setting information for each of the environmental issues will be provided in association with the issue specific environmental analyses.

Part of the environmental setting will include defining cumulative development in the project area. Padre will develop a cumulative projects list based on contact with the County's Planning & Development Department and the City of Santa Maria Community Development Department. The cumulative impact assessment approach may vary within the document depending on the issue area under consideration, i.e., for aesthetics the cumulative evaluation may be confined to consideration of projects within the viewsheds that will be affected by the proposed project, whereas to assess the cumulative effects to biological resources a different geographic area may be considered. We will provide two types of cumulative analysis; full implementation of all FMP projects and FMP implementation in combination with other recently approved or proposed projects.

2.2.3 Identification of Project Alternatives

As required by the State CEQA Guidelines, a range of reasonable alternatives will be identified for each FMP project that will reduce impacts associated with the proposed FMP. In coordination with the District's engineering consultant, Padre will identify alternatives for each project, including the "No Project" alternative. It is understood that most of the FMP projects involve upgrades or replacement, such that alternatives involving other sites may not be feasible. Alternatives may include:

- Alternative treatment technologies;
- Alternative pipeline alignments;
- Alternative plant upgrade configurations that reduce loss of agricultural land;
- Alternative methods to increase capacity at the storage reservoir;
- Alternative operating procedures to reduce the need for increased recycled water storage capacity; and
- Alternative storage tank sites at Waller Park.

For budgeting purposes, we anticipate the alternatives analysis will include two design alternatives for the Phase 1 Plant upgrade, one alternative alignment for the Foster Road trunk sewer replacement, one alternative alignment for the Waller Park recycled water pipeline, and one alternative tank site at Waller Park.

2.2.4 Deliverables and Schedule

Five bound hardcopies and one CD with electronic files (pdf and WORD 2010) of the project description, environmental setting and description of project alternatives will be provided within 15 working days of receipt of project design information and available engineering drawings.

2.3 TASK 3: ADMINISTRATIVE DRAFT EIR/EA

We understand the District will prepare a Notice of Preparation (NOP) and conduct a public scoping meeting. We acknowledge that the scope of the EIR/EA may be affected by comments received at the scoping meeting, which may require modification of this scope of work and fee. The Administrative Draft EIR/EA will contain the following sections.

- Table of Contents;
- Introduction;
- Executive Summary;
- Project Description;
- Environmental Setting, Impact Analysis and Mitigation: each environmental issue area will comprise a separate subsection and include a discussion of the physical and regulatory setting as appropriate, impact assessment methodology and thresholds of significance, short-term, long-term, full FMP implementation and cumulative impacts, project-specific and cumulative mitigation measures, and level of significance after mitigation. The County of Santa Barbara Guidelines for the Implementation of CEQA (2008), and Environmental Thresholds and Guidelines Manual (2015 update) will serve as guiding documents in the preparation of the ADEIR/EA.
- NEPA analysis;
- Alternatives Analysis;
- Other CEQA-mandated Sections (including but not necessarily limited to Impacts Determined to be Less Than Significant);
- References;
- List of Preparers; and
- Appendices (e.g., NOP, Responses to the NOP, proposed HCP, relevant technical studies, etc.).

Consistent with the County's initial study checklist, environmental issues to be addressed in the EIR/EA include:

Aesthetics/Visual Resources	Agriculture Resources & Land Use
Air Quality & Climate Change	Biological Resources
Cultural Resources	Energy
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, including FMP-wide (additive) impacts. Thresholds taken from the County's Environmental Thresholds and Guidelines Manual will be identified for each issue area.

Padre will assess the relative environmental impacts of each alternative identified. This section will include a matrix showing a comparative impact evaluation for the alternatives, organized by project as identified in the FMP. The environmentally superior alternative will be identified in consultation with District and discussed in the project alternatives section of the EIR/EA.

The scope of the NEPA analysis will be confirmed following approval of the description of the proposed Federal action by USFWS. Issues to be addressed for NEPA compliance including Federal orders and regulations, will be included in a separate section at the end of each issue area, and environmental justice, Indian trust assets and socioeconomic issue areas added to the CEQA analysis. Our scope of work includes NEPA analysis of all FMP projects. We have assumed that a biological assessment, if required by USFWS, would be the responsibility of the HCP preparer.

2.3.1 Executive Summary

Padre will prepare the EIR/EA Executive Summary in accordance with Section 15123 of the CEQA Guidelines. It will include the following elements:

- Summary of the project's key elements;
- A table identifying the significant effects of the project, mitigation measures and residual impact level based upon the County's CEQA Guidelines;
- Summary of areas of known controversy and comments raised during the NOP scoping process; and
- Summary of the results of the alternatives analysis which identifies the environmentally superior alternative.

2.3.2 Introduction

Padre will prepare the EIR/EA introduction with input provided by the District. The introduction will describe the purpose and legal authority of the EIR/EA process, project objectives and benefits, summary of NOP comments, previous CEQA documentation, and provide background on the District's current wastewater collection and treatment facilities and habitat conservation planning.

2.3.3 Aesthetics/Visual Resources

FMP projects will mostly have no above-ground components (buried pipelines, HCP implementation) or will be located at the Treatment Plant site, which is not visible to the public. However, the soil stockpile is slightly elevated and may be visible to motorists on Black Road. In addition, the proposed recycled water storage tank at Waller Park will be visible to the public and could degrade the visual quality of this park. The aesthetics section will provide a description of the visual setting of each project site, identify public viewing areas that may be affected, and discuss the overall visual sensitivity of each project site. 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 (e.g., pipeline installation, stockpile removal, reservoir expansion) and long-term impacts (water tank). In addition, photo-simulations will be prepared showing the proposed water tank at Waller Park (site to be identified by the District), including one photo-simulation of an alternative site nearby. Mitigation may include full or partial burial of the water tank, landscape screening and paint/texture treatments. We request the District's engineering consultant provide an AutoCAD contour map of the tank site (and alternative) to facilitate preparation of the photo-simulations.

2.3.4 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 FMP projects. Padre will assess potential impacts (conversion, conflicts) to agricultural resources associated with changes in land use, primarily the Phase 1 plant upgrade, Waller Park tank site, and storage reservoir expansion. Important farmlands will be identified within and adjacent to the project sites. The agricultural land value will be assessed for any farmlands to be converted, using the County's Agricultural Resource Guidelines. Impacts associated with pipelines will also be assessed, including any long-term loss of farmland. In addition, a policy consistency analysis will be provided addressing relevant policies of the Orcutt Community Plan, County Comprehensive Plan and City of Santa Maria General Plan.

2.3.5 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 District, a FMP implementation schedule will be developed to identify construction periods that may overlap. The schedule will be used to estimate peak day and peak year construction emissions (air pollutant and greenhouse gases) using information provided in adopted CEQA documents, and the EMFAC2014 and OFFROAD emissions estimation models developed by the California Air Resources Board. Long-term air pollutant emissions associated with implementation of the FMP will be limited to Treatment Plant upgrades and expansion.

Construction-related greenhouse gas emissions will be estimated for the peak construction year based on the FMP implementation schedule, using the OFFROAD model and California Climate Action Registry General Reporting Protocol. Changes in greenhouse gas emissions associated with the proposed Phase 1 plant upgrade will be estimated using Greenhouse Gas Emissions Estimation Methodologies for Biogenic Emissions from Selected Source Categories: Solid Waste Disposals, Wastewater Treatment, Ethanol Fermentation prepared by RTI International for the U.S. EPA. This analysis will also address changes in electrical demand associated with Treatment Plant upgrades and new electrical demand of the pump stations used to serve the Rancho Maria Golf Course, Santa Maria Energy site and proposed Waller Park storage tank. Greenhouse gas emissions associated with electrical generation will be estimated, combined with other FMP sources of greenhouse gases, and compared to the County's threshold of significance. We will verify that the newly adopted greenhouse gas emissions threshold for industrial stationary sources applies to the FMP (in total) or just the Treatment Plant.

2.3.6 Biological Resources

A biological resources setting section will be provided, focusing on special-status species reported from the vicinity of FMP projects with special emphasis on California tiger salamander (CTS). Information provided in the proposed HCP and related documents and CEQA documents prepared for projects in the area will be fully utilized. However, generalized biological surveys will be conducted along the pipeline alignments, at the storage reservoir (and stockpile) and the Waller Park tank site to supplement and/or update previous biological surveys. In addition, Padre will conduct a habitat assessment (focused on CTS and California red-legged frog) along the Foster Park trunk sewer alignment and Waller Park pipeline alignment. At this time, we are not proposing any protocol level biological surveys for listed species, as we feel sufficient information exists regarding the project area.

An impact assessment will be provided for all FMP projects (combined) based on CEQA documents prepared for approved District projects, the updated setting section, and analysis of construction-related and habitat loss/modification impacts associated with currently unassessed FMP projects. The impact assessment will include projects to be reviewed at a program level, provided adequate project information is available. Biological impacts of the FMP will be assessed in light of full implementation of the HCP.

Mitigation measure development will be consistent with CEQA documentation for approved FMP projects, and avoidance and minimization measures listed in the HCP. Padre will work with the HCP preparer to fully identify all actions that may cause incidental take of CTS, quantify anticipated CTS take levels, assess effects on critical habitat, assess indirect project effects and clearly identify how implementation of the HCP will offset incidental take associated with FMP projects.

2.3.7 Cultural Resources

CEQA documents prepared for approved FMP projects (sludge beds upgrade, Phase 2 recycled water pipeline) did not identify any significant impacts to known cultural resources. Therefore, field work (Phase 1 cultural resources assessment) will focus on the Phase 1 plant upgrade site, soil stockpile, Waller Park pipeline alignment, Waller Park tank site and Foster Road pipeline alignment. The Phase 1 cultural resources assessment will include a record search, Native American consultation, background research, archeological field survey and summary report. The summary report will include a complete record search (with Native American consultation) for all FMP project sites (including the CTS conservation area) to update past record searches and facilitate Federal Section 106 compliance.

The setting, impact analysis and mitigation measures associated with approved FMP projects will be included and revised as needed to be consistent with the updated record search. The results of the Phase 1 cultural resources assessment will be used to identify impacts and mitigation for previously unsurveyed sites.

NEPA requires that the FMP comply with Section 106 of the National Historic Preservation Act and Title 36 Part 800 of the Code of Federal Regulations. The Section 106 process involves the identification of significant historic and prehistoric cultural resources within an "area of potential effect;" determination if the undertaking will cause an adverse effect on historic resources; and resolution of those adverse effects through execution of a Memorandum of Agreement. The Section 106 process also offers the Advisory Council on Historic Preservation an opportunity to comment, through a process outlined in 36 CFR Part 800, on such undertakings. In addition, interested members of the public, including individuals, organizations, and agencies (such as the California Office of Historic Preservation), are provided with opportunities to participate in the process. An Area of Potential Effect (APE) map will be prepared for review by USFWS. Padre will also provide other documentation and support to facilitate completion of the Section 106 process by USFWS.

2.3.8 Energy

This section will focus on identifying changes in Treatment Plant energy use, and electrical requirements of pump stations used to serve the Rancho Maria Golf Course, Santa Maria Energy site and proposed Waller Park storage tank associated with implementation of the FMP. Estimates of energy use for each facility will be provided by the District's design engineer.

2.3.9 Geological Processes

Public hazards associated with geological processes will be identified, and based on available geotechnical reports prepared for the plant site (e.g., sludge drying beds), approved FMP projects and any prepared for proposed FMP projects (e.g., Waller Park tank site). Potential impacts may include seismic-induced liquefaction, slope stability (soil stockpile site), subsidence, and soil erosion (at pipeline stream crossings and the soil stockpile). This analysis will be based on readily available geologic and geotechnical information, and does not include any geotechnical analysis. However, the impact analysis will be reviewed by a licensed geotechnical engineer and supplemented as needed to comply with CEQA. The County's Environmental Thresholds and Guidelines Manual will be used to determine the significance of geologic impacts.

2.3.10 Hazardous Materials/Risk of Upset

Public hazards associated with exposure to hazardous materials will be identified, and based on review of CEQA documentation prepared for approved FMP projects, and preparation of a Phase I environmental site assessment for FMP projects subject to project-level review. In addition, any hazardous materials used at the plant for wastewater treatment will be identified, and the potential for public exposure to these materials assessed. Potentially significant impacts may include public exposure to contaminated soils discovered during pipeline installation. A brief assessment of the potential risks to the public associated with upset operating conditions (focusing on the plant) will be identified based on information provided by the District's design engineer.

2.3.11 Noise

This section will focus on construction noise, including pipeline installation, plant upgrades, storage tank construction, soil stockpile removal and reservoir expansion. A discussion of the noise setting will be provided based on information provided in local planning documents and limited community noise measurements. Noise-sensitive receptors (schools residences, motels, hospitals and medical care facilities) will be identified, and FMP-related construction activities within 1,600 feet of these receptors will be considered significant impacts. Construction hours limitations and noticing will be considered as mitigation.

Long-term noise sources that may exceed 65 dBA CNEL at noise-sensitive receptors will be identified and may include Treatment Plant upgrades. Existing Treatment Plant noise will be measured at the nearest noise-sensitive receptor and any noise increases associated with FMP projects will be estimated and logarithmically added to existing noise levels to determine long-term noise impacts.

2.3.12 Transportation and Circulation

Based on the FMP implementation schedule to be developed as part of the project description, Padre will estimate FMP-generated peak hour construction traffic volumes on local roadways. Congested intersections (operating at level of service D, E or F) that would be affected by construction traffic will be identified by review of traffic studies prepared for City and County CEQA documents in the project area. FMP-generated peak hour trips exceeding County thresholds at congested intersections will be considered significant impacts. Mitigation (if required) may include requiring FMP construction contractors to avoid peak hour periods and/or designating truck routes to avoid congested intersections (e.g., soil stockpile removal, reservoir expansion).

2.3.13 Water Resources/Flooding

Padre will provide a water resources setting addressing all FMP projects, including surface water, groundwater and floodplains. Issues of concern include implementation of the Phase 1 plant upgrade and placement of upgraded sludge beds within the 100-year floodplain, loss of permeable surfaces (increased run-off, reduced percolation to aquifers), storm run-off during removal of the soil stockpile and pipeline stream crossings (construction storm run-off, frac-out during directional drilling, dewatering-related discharge of groundwater to surface water). These impacts will be assessed based on engineering plans and drawings provided by the District. Mitigation measures may include a Treatment Plant flood wall (or elevating facilities above predicted flood water elevations), implementation of best management practices for construction activities (storm water), geotechnical investigation of directional drilling sites and groundwater treatment (settling) prior to discharge to surface water.

2.3.14 Growth Inducement

Implementation of the FMP will improve the reliability and efficiency of necessary wastewater treatment and disposal services for the region and ultimately increase the capacity of the Treatment Plant and storage reservoir to meet the needs of anticipated growth. Padre will provide an assessment of the growth-inducing potential of the FMP with regard to providing recycled water as a substitute for existing users of groundwater and the expansion of the wastewater treatment and storage capacity. It is anticipated that wastewater treatment capacity is not a primary impediment to population growth in the region.

2.3.15 Deliverables and Schedule

Five bound hardcopies and one CD with electronic files (pdf and WORD 2010) of the Administrative Draft EIR/EA will be provided within 60 working days following approval of the project description, environmental setting and description of project alternatives.

2.4 TASK 4: 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. This Plan will be provided with the Administrative Draft EIR/EA along with the summary of environmental commitments required by NEPA.

2.5 TASK 5: DRAFT EIR/EA

The Draft EIR/EA will incorporate changes to the Administrative Draft EIR/EA determined necessary by the District 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 EIR/EA may require minor revisions and refinement before printing.

Padre will prepare and submit the Draft EIR/EA to the District including the following subtasks:

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

Thirty bound hardcopies and 30 CDs with electronic files (pdf and WORD 2010) of the Draft EIR/EA will be provided within 15 working days of receipt of District comments on the Administrative Draft EIR/EA.

2.6 TASK 6: WRITTEN SUMMARY OF COMMENTS AT THE PUBLIC HEARING ON THE DRAFT EIR/EA

The Padre Project Manager will attend the public hearing on the Draft EIR/EA. During this hearing, notes will be taken. Utilizing our notes and the speaker cards or list of speakers in order of presentation, assumed to be provided to Padre by the District, Padre will prepare a written summary of oral comments provided at the hearing. If available, we will also review any voice recordings made (by others) during the public hearing. This proposal assumes that no more than 30 original comments will need to be summarized. Repeat comments, if any, will be referenced to the first instance of the comment by speaker name and comment number.

Five bound hardcopies and one CD with electronic files (pdf and WORD 2010) of the written summary of comments will be provided within 10 working days after the public hearing.

2.7 TASK 7: RESPONSES TO COMMENTS ON THE DRAFT EIR/EA

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

All changes to the text will be noted with underlining and strikeout. It is anticipated that collaboration with the District 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 20 letters with a total of 50 unique comments will require response, in addition to the oral comments. It is anticipated that some of the comments will be repeat comments and will therefore be considered as 1 unique comment. If more than the anticipated number of comments require response, Padre can provide this additional service if requested by the District. The fee proposal is based on the condition that the comments will not require extensive new analysis or revisions to the text of the EIR/EA.

Five bound hardcopies and one CD with electronic files (pdf and WORD 2010) of the responses to comments on the Draft EIR/EA will be provided within 15 working days after the close of the public comment period and receipt of all comments.

2.8 TASK 8: ADMINISTRATIVE FINAL EIR/EA

Upon receipt of comments from the District on the responses to comments on the Draft EIR/EA, Padre will prepare a Administrative Final EIR/EA, which incorporates any revisions needed to respond to the District's comments. Five bound hardcopies and one CD with electronic files (pdf and WORD 2010) of the Administrative Final EIR/EA will be provided within 15 working days after receipt of the District's comments on the responses to comments on the Draft EIR/EA.

2.9 TASK 9: FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS

We will assist the District in preparation of required CEQA findings to be adopted by the District's Board, including a statement of overriding considerations (as appropriate).

2.10 TASK 10: FINAL EIR/EA

After final decision-maker action on the environmental review document, Padre will prepare the Final EIR/EA, which will include any modifications as requested by the decision-makers and District staff.

One reproducible hardcopy, 30 bound hardcopies and 20 CDs with electronic files (pdf and WORD 2010) of the Final EIR/EA will be provided within 15 working days after receipt of the District's comments on the Administrative Final EIR/EA.

2.11 TASK 11: PROGRESS REPORTS, MEETINGS AND HEARINGS

Padre will prepare the following progress reports, and attend meetings and hearings:

- Progress reports (monthly conference calls, eight assumed);
- Project team meetings (five assumed);
- Meetings with USFWS regarding Section 10 compliance (two assumed);
- Draft EIR/EA public hearing; and
- Board of Supervisors hearing.

Noticing of public meetings will be completed by Padre in coordination with District. This will include preparation of the written notice for mailing and or publication. However, Padre assumes that District will cover the costs associated with publication of notices in newspapers. Padre will prepare the speaker signup cards, attendance and mailing list sign-up, and written comment forms. Padre will prepare presentation materials including PowerPoint slides for projection and as handouts.

If requested, the Padre project manager will make a summary presentation regarding the project characteristics, project impacts, mitigation measures and alternatives at each public meeting and decision-maker hearing.

The Padre project manager will attend all project team meetings, public meetings and hearings. Padre staff may attend one or more coordination meetings, if needed to discuss selected issues.

3.0 FEE PROPOSAL

3.1 ESTIMATED FEE

Padre proposes to provide the scope of work as described herein for a cost not to exceed \$141,180, in accordance with our 2011 Fee Schedule (attached). The attached spreadsheet provides a breakdown of fees by task and identifies the billing rates for staff responsible for each task. Hourly rates are inclusive of salary, administrative expense, overhead expense and profit. The spreadsheet also includes the initials of project team members by labor category:

SP – Simon Poulter

JD – Jeff Damron

MI – Matt Ingamells

ES – Eric Snelling

DH – Donna Hebert

RL – Rachael Letter

KG – Ken Gilliland

JL – Jennifer Leighton

3.2 ASSUMPTIONS

The fee estimate provided above is based in part on numerous assumptions. The primary assumptions are outlined below.

1. Changes to the approved project description during preparation of the EIR/EA will be minimal. Any substantial changes may require a modification to the fee.
2. We have assumed up to 30 original comments (with additional very similar comments) will be received on the Draft EIR/EA. Any substantial increase over this value may require a modification to the fee.
3. We have assumed a joint EIR/EA will be acceptable to USFWS for NEPA compliance. Should a stand-alone NEPA document be required, our scope and fee will require modification.

ATTACHMENTS

Fee Breakdown Spreadsheet

Fee Proposal for the Laguna County Sanitation District Facilities Master Plan EIR/EA

Task	Hours	Fee	Principal SP, JD \$160	Senior Professional MI, ES \$130	Project Professional DH, RL \$110	Staff Professional KG, JL \$95	Word Processing \$60	Graphics & GIS \$70
Task 1: Kick Off Meeting	18	\$2,400	6	6	6			
Task 2: Project Description, Setting, Alternatives	72	\$7,700	2	42			4	24
Task 3: Administrative Draft EIR/EA								
<i>Executive Summary</i>	32	\$4,020		30			2	
<i>Introduction</i>	11	\$1,360		10			1	
<i>Environmental Impact Analysis</i>								
<i>Aesthetics</i>	38	\$3,920			32		2	4
<i>Agriculture & Land Use</i>	46	\$4,800			40		2	4
<i>Air Quality & Climate Change</i>	42	\$5,320		40			2	
<i>Biological Resources</i>	72	\$8,120		40	10	12	2	8
<i>Cultural Resources</i>	69	\$6,670		1	20	40	2	6
<i>Energy</i>	8	\$1,040		8				
<i>Geological Processes</i>	17	\$1,960	2	10			1	4
<i>Hazardous Materials/Risk of Upset</i>	46	\$4,880		4	36		2	4
<i>Noise</i>	26	\$3,000		20			2	4
<i>Transportation & Circulation</i>	22	\$2,720		20			2	
<i>Water Resources/Flooding</i>	34	\$4,040		28			2	4
<i>Growth Inducement</i>	8	\$880			8			
<i>Other CEQA/NEPA Environmental Issues</i>	18	\$2,040		8	8		2	
<i>Other Sections</i>	12	\$1,420		10			2	
<i>Alternatives Analysis</i>	78	\$9,360		60	8		2	8
Task 4: Mitigation Monitoring and Reporting Plan	16	\$2,080		16				
Task 5: Draft EIR/EA	104	\$11,940	4	60	20		10	10
Task 6: Written Summary of Comments	16	\$2,080		16				
Task 7: Response to Comments on Draft EIR/EA	58	\$7,380		50	8			
Task 8: Administrative Final EIR/EA	66	\$7,440	2	40	8		8	8
Task 9: Findings & Statement of Overriding Considerations	20	\$2,600		20				
Task 10: Final EIR/EA	44	\$5,120		32	4		4	4
Task 11: Meetings (7) & Hearings (2)	64	\$8,440	4	60				
Task 12: Project Management	24	\$3,120		24				
Padre Staff Hours	1081	\$125,850	20	655	208	52	54	92

Expenses	Fee
John Kular Consulting (photo-simulations)	\$4,500
Printing Project Description, Setting & Alternatives Description	\$100
Printing ADEIR/EA & DEIR/EA	\$3,500
Mailing DEIR/EA	\$200
Printing Sum Com & Res Com	\$100
Printing AFEIR/EA & FEIR/EA	\$4,000
Mailing FEIR	\$200
General Administrative	\$1,890
Transportation (meetings, field work)	\$840
Expenses Subtotal	\$15,330

Notes:

5 hard copies & CDs
 30 + 5 hard copies & CDs
 Assumes 20 hard copies & 50 CDs
 5 hard copies & CDs
 30 + 5 hard copies & CDs
 Assumes 10 hard copies & CDs to be mailed

Total Fee

\$141,180

**Padre Associates
2011 (current) Standard Fee Schedule**

2011 STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

Principal Professional	\$ 160/hr
Senior Professional II.....	\$ 140/hr
Senior Professional.....	\$ 130/hr
Project Professional II.....	\$ 120/hr
Project Professional.....	\$ 110/hr
Staff Professional II.....	\$ 100/hr
Staff Professional.....	\$ 95/hr
Senior Technician (Non-Prevailing Wage).....	\$ 90/hr
Senior Technician (Prevailing Wage).....	\$ 95/hr
Technician (Non-Prevailing Wage)	\$ 80/hr
Technician (Prevailing Wage)	\$ 85/hr
Drafting.....	\$ 70/hr
Word Processing	\$ 60/hr

*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$425 per hour.

OTHER DIRECT CHARGES

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
SCUBA Charge	\$ 100/day
Vehicle	\$ 80/day
Photoionization Detector	\$ 120/day
Nuclear Density Gauge	\$ 85/day
Automobile Mileage	\$ 0.85/mile

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONSULTANT services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$141,180.
- B. Extra work required to compensate the work may be authorized only if CONTRACTOR receives written approval by the Public Works Director or designated representative identified in paragraph 1 of the Agreement at the same billing rates per unit as included in the Fee Estimate of Exhibit A. The total amount of this contingency fund is 10% of the agreement amount of \$14,118.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by DISTRICT.
- D. Monthly, CONTRACTOR shall submit to the DISTRICT 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. DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. DISTRICT shall pay invoices or claims for satisfactory work within 30 days of presentation.
- E. DISTRICT's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of DISTRICT's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the DISTRICT, its officers, officials, agents and employees from any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify DISTRICT 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 DISTRICT 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 DISTRICT.

B. Other Insurance Provisions

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

1. **Additional Insured** – DISTRICT, 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 DISTRICT, 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 DISTRICT.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the DISTRICT 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 DISTRICT 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 DISTRICT. The DISTRICT 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 DISTRICT 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 DISTRICT 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 DISTRICT 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, DISTRICT 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 DISTRICT 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 DISTRICT 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** – DISTRICT 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 DISTRICT 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 DISTRICT.