

## Attachment A

### Agreement for Services

Between the County of Santa Barbara and AMEC Environment & Infrastructure, Inc.  
for the Amendments to the County Comprehensive Plan and Land Use and Development Code  
and Cuyama Solar Facility Project

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and AMEC Environment & Infrastructure, Inc. having its principal place of business at 104 West Anapamu Street, Suite 204A, Santa Barbara, California (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Kathy Pfeifer at phone number (805) 568-2507 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Aaron Goldschmidt, Vice President, at phone number (805) 962-0992 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 first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Kathy Pfeifer, County of Santa Barbara, Planning & Development Department, 123 E. Anapamu Street, Santa Barbara, CA 93101

To CONTRACTOR: Aaron Goldschmidt, Vice President, AMEC Environment & Infrastructure, Inc., 104 W. Anapamu Street, Suite 204A, Santa Barbara, CA 93101

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

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 October 8, 2013 and end performance upon completion, but no later than October 8, 2014 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** 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 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.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. 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.

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

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. **TAXES.** 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, 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.

The term "organizational conflict of interest" means that a relationship exists whereby CONTRACTOR has interests which may diminish the capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product or may result in an unfair competitive advantage.

CONTRACTOR agrees that if an organizational conflict of interest is discovered with respect to this CONTRACT, CONTRACTOR shall make an immediate and full disclosure in writing to COUNTY which shall include a description of the action which the CONTRACTOR has taken or proposes to take to avoid, eliminate or neutralize the conflict. COUNTY may, however, terminate the CONTRACT if it could be in the best interests of the COUNTY.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** 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, and any material necessary for the practical use of the data and/or documents 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 materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **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 practices. 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.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **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.

15. **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.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **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 or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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 effect any right or remedy which COUNTY may have in law or equity.

2. 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 this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

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.



18. **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.

19. **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.

20. **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.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **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.

23. **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.

24. **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.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his 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 be 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.

26. **CALIFORNIA LAW.** 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.

27. **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.

28. **AUTHORITY.** All 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.

29. **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.

30. **SUBCONTRACTORS.** CONTRACTOR is authorized to subcontract with subcontractors identified in Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights.

31. **HANDLING OF PROPRIETARY INFORMATION.** CONTRACTOR understands and agrees that certain materials which may be provided may be classified and conspicuously labelled as proprietary confidential information. That material is to be subject to the following special provisions:

- A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of CONTRACTOR working on the project who have a need to use the material.
- B. Upon conclusion of CONTRACTOR'S work, CONTRACTOR shall return all copies of the material direct to party providing such material. CONTRACTOR shall contact COUNTY to obtain the name of the specific party authorized to receive the material.

32. **IMMATERIAL CHANGES.** CONTRACTOR and COUNTY agree that immaterial changes to the work program (time frame and mutually agreeable work program changes which will not result in a change to the total contract amount) may be authorized by Planning and Development Director, or designee in writing, and will not constitute an amendment to the Agreement.

33. **NEWS RELEASES/INTERVIEWS.** CONTRACTOR agrees for itself, its agents, employees and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the COUNTY Project Coordinator. CONTRACTOR further agrees that all media requests for communication will be referred to COUNTY'S responsible personnel.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and AMEC Environment & Infrastructure, Inc.

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

**ATTEST:**  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

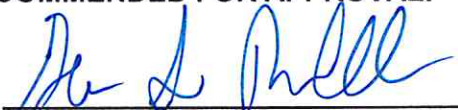
**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**


By:   
Department Head

**CONTRACTOR:**

By: 

Tax ID Number 91-1641772

**APPROVED AS TO FORM:**  
DENNIS A. MARSHALL  
COUNTY COUNSEL

By:   
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By:   
Deputy

**APPROVED AS TO FORM:**  
RISK MANAGEMENT

By:   
Risk Management



# Board Contract Summary

BC 14 - 136

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

D1.	Fiscal Year .....	FY 13/14
D2.	Department Name .....	Planning & Development
D3.	Contact Person.....	Kathy Pfeifer
D4.	Telephone .....	568-2507

K1.	Contract Type (check one): X    Personal Service    Capital	
K2.	Brief Summary of Contract Description/Purpose .....	Completion of an EIR.
K3.	Department Project Number .....	
K4.	Original Contract Amount .....	\$ 99,042
K5.	Contract Begin Date .....	October 8, 2013
K6.	Original Contract End Date.....	October 8, 2014
K7.	Amendment? (Yes or No).....	No
K8.	- Total Number of Amendments .....	
K9.	- This Amendment Amount.....	\$
K10.	- Total Previous Amendment Amounts.....	\$
K11.	- Revised Total Contract Amount .....	\$

B1.	Is this a Board Contract? (Yes/No) .....	Yes
B2.	Number of Workers Displaced (if any).....	n/a
B3.	Number of Competitive Bids (if any) .....	
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).....	Yes, Paragraphs: 9, 30, 31, 32, 33

F1.	Fund Number .....	0001
F2.	Department Number .....	053
F3.	Line Item Account Number .....	7510
F4.	Project Number (if applicable) .....	RCSA
F5.	Program Number (if applicable).....	5015
F6.	Org Unit Number (if applicable) .....	5001
F7.	Payment Terms .....	Net 30

V1.	Auditor-Controller Vendor Number .....	780782
V2.	Payee/Contractor Name .....	AMEC Environment & Infrastructure, Inc.
V3.	Tax ID.....	91-1641772
V4.	Mailing Address.....	104 W. Anapamu Street Santa Barbara, CA 93101
V5.	City State (two-letter) Zip (include +4 if known) .....	Santa Barbara, CA 93101
V6.	Telephone Number.....	(805) 962-0992
V7.	Vendor Contact Person .....	Aaron Goldschmidt
V8.	Workers Comp Insurance Expiration Date .....	5/1/14
V9.	Liability Insurance Expiration Date .....	5/1/14
V10.	Professional License Number.....	EOC938357805
V11.	Verified by (print name of county staff).....	

V12    Company Type (Check one):            Individual            Sole Proprietorship            Partnership            X Corporation

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

Date: 9/20/13            Authorized Signature: Rachel Lipman

**EXHIBIT A**  
**STATEMENT OF WORK**





September 3, 2013 (*Revised*)

Ms. Kathy Pfeifer  
County of Santa Barbara  
Planning & Development  
123 East Anapamu Street  
Santa Barbara, CA 93101

**Subject: EIR Proposal to Prepare an Environmental Impact Report for the Cuyama Solar Array Project**

Dear Ms. Pfeifer:

AMEC Environment & Infrastructure, Inc. (AMEC) is pleased to respond to the County of Santa Barbara's request for a proposal related to the Cuyama Solar Array and Comprehensive Plan/Land Use Development Code Amendments Project (Project) Environmental Impact Report (EIR). AMEC understands that this proposal is focused on completing the Administrative Draft EIR and proceeds through the California Environmental Quality Act (CEQA) process to the Final EIR phase, through the Board of Supervisors hearing(s). Due to AMEC's proposed expanded scope of work, we propose to supplement the existing team assigned to the Project, providing you with an outstanding team comprising experienced environmental professionals and technical experts who have direct relevant experience for this type of project and with County permitting agencies.

Our proposal responds to the preliminary scope of work and criteria outlined in the County's *Revised Request for Proposal* dated, July 11, 2013; discussions during the Project team meeting held on July 23, 2013; and related revised Project Description submittal information from the Project applicant. As discussed with Mr. Kevin Drude, Deputy Director of the Energy and Minerals Division, our current proposal incorporates by reference AMEC's qualifications, relevant project experience, and capabilities. This proposal updates AMEC's methodologies, team organizational chart, and schedule, and provides supplemental personnel information.

Please contact Rita Bright at (805) 962-0992 / [rita.bright@amec.com](mailto:rita.bright@amec.com) if you have any questions or comments on our proposal.

Sincerely,  
AMEC Environment & Infrastructure, Inc.

A handwritten signature in black ink, appearing to read "A. Goldschmidt", with a long, sweeping horizontal line extending to the right.

Aaron Goldschmidt  
Vice President  
Environmental Science Practice Program

## 1 INTRODUCTION

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AMEC Environment and Infrastructure, Inc. (AMEC) and our team for this project is based out of our Santa Barbara office, one of AMEC's 14 California offices. Our team understands the project's history, potential resource issues associated with non-agricultural development on Williamson Act contracted lands, and the emerging policy issues statewide surrounding the use of renewable energy projects on rural lands. Our Project Manager, Ms. Rita Bright, and Lead CEQA Analyst, Mr. Ben Botkin, will remain part of the team for this revised project given their roles in focus issues for the original project and EIR analysis.

Additionally, Ms. Bright, has managed preparation of multiple environmental documents for solar photovoltaic (PV) energy projects statewide and has more than 20 years of experience working on complex planning issues for the County. Ms. Bright previously served as the Planning & Development's representative of the County's Agricultural Preserve Advisory Committee (APAC). She has extensive long range and permit level planning experience in the County, including 8 years as the County Long Range Planning Division Manager of large-scale agricultural planning efforts. These included the Cuyama Valley Rural Region Land Use Update, Phase II Agricultural Element Update, Williamson Act Uniform Rules, and Farmland Security Zone implementation. She also has extensive experience in planning and permitting countywide ordinance amendments, rezones, Lot Line Adjustments and Major Conditional Use Permits. Ms. Bright also served as the staff advisor to the County's Agricultural Advisory Committee (AAC).

### 1.A Revised Project Understanding

AMEC recognizes that a clear understanding of a proposed project is a key element in establishing an appropriate scope of work for EIR preparation as well as for preparing a complete and adequate document. In preparing this proposal, AMEC has reviewed:

- The County's Request for Proposal dated, July 11, 2013;
- The Applicant's Revised Draft Project Description and Revised Conditional Use Permit Application dated, July 18, 2013;
- The Revised Project Plan set, dated July 11, 2013;
- The Revised Partial Agricultural Preserve Cancellation set and related information, dated July 23, 2013; and
- Previous background material from the original project description.

Based on this review, AMEC's understanding of the revised project is set forth below:

AMEC understands that the applicant has provided the County with special and technical studies addressing numerous resource areas to be analyzed in the Project EIR, and the studies will form a basis for peer review by the environmental consultant in preparing the EIR. The Project EIR will build upon the previous studies, respond to public and agency comments submitted during the public review processes, and focus analysis upon key resource issues to ensure a legally sustainable CEQA-compliant document.

AMEC understands that the Cuyama Solar Facility Project (Project) constitutes three distinct but related projects referenced as the Solar Array, Gen Tie-Line and Switchyard projects. The Solar Array project would result in development of an approximate 40 megawatt (MW) utility-scale solar photovoltaic (PV) power generating facility upon approximately 327 acres of agricultural land. The Gen Tie-Line represents an approximate 3-mile long generation tie-line from the Solar Array to the existing PG&E Taft-Cuyama Substation (Cuyama substation). An approximate 19,600 square foot switchyard (Switchyard) would be constructed on the north side of the existing substation. The Project would also include installation of two telecommunications poles up to 80-feet in height to provide for microwave communications between the Solar Array, the Cuyama substation, and related network.

The Solar Array project is located approximately 2 miles southeast of the township of Cuyama, and approximately 1.8 miles south of the intersection of Kirschenmann Road and State Highway 166 (Hwy 166), known as 596 Kirschenmann Road, within the Cuyama Valley Rural Region Planning Area of Santa Barbara County. Project development will require multiple legislative and discretionary County approvals that involve additional parcels as noted below:

- Adoption of a Resolution to amend the Comprehensive Plan, Land Use Element to conditionally allow for Utility-scale Solar PV facilities within the Rural Area of the Cuyama Valley Rural Region, on land designated A-II or AC (if consistent with the Uniform Rules) and zoned AG-II, with a Utility-scale Solar PV Facility Overlay.
- Adoption of a Resolution to amend the Comprehensive Plan Land Use Element map to reflect a new land use designation for approximately 167 acres of Assessor Parcel Number (APN): 149-140-076, from AC to A-II.
- Adoption of a Resolution to amend the Comprehensive Plan Land Use Element to reflect a Utility-scale Solar PV Facility Overlay for the Solar Array project site.
- Adoption of Ordinance Amendments to the Santa Barbara County Land Use Development Code (LUDC) to define and conditionally permit Utility or Commercial-scale Solar PV energy projects in the Agriculture II (AG-II) zone of the Rural Region of the Cuyama Valley;
- Adoption of a Consistency Rezone of the eastern half of the Solar Array site currently APNs 149-150-029, -030, -031, and -032 and historically known as the "La Salle Ranch." The rezone is necessary to update the historic zoning (Unlimited Agriculture – U) to current LUDC zoning (Agriculture II, AG-II-40);
- Approval of a Lot Line Adjustment (LLA) to separate the Solar Array site from the larger agricultural holdings. The LLA would adjust 3 parcels of approximately 333 acres (APN 149-140-076), 40 (APN 149-150-029), and 40 acres (APN 149-150-030) into 3 parcels of approximately 166, 167, and 80 acres.
- Approval of a Major Conditional Use Permit (CUP) to conditionally permit the construction and operation of the Solar Facility project and a commercial-scale telecommunications facility to permit the anemometer tower, telecommunications poles and microwave antennas, in conformance with regulations of the AG-II zone district of the LUDC.

- Additionally, the Solar Array project will require Board approval to partially cancel a Williamson Act Agricultural Preserve (AP) contract to remove approximately 166 acres (historically known as "Redlands Ranch") from the larger 1,529-acre holding preserved under Contract 76-AP-72.

The revised Solar Array project substantially reduces grading volumes from the original project description and balances graded materials onsite. Approximately 155,000 cubic yards (cys) of cut material and 124,000 cys of fill material (assuming 31,000 cys of material shrinkage) will be required for site preparation of the Solar Array facility, with a maximum cut slope height of 7.4 feet and a maximum fill slope height of 4.8 feet.

Construction equipment access will occur at four points, two along Kirschenmann Street and two along Foothill Road. The proposed Gen Tie-Line is proposed for development along Washington Street and a private unpaved drive, with the proposed and Switchyard construction occurring adjacent to the existing Cuyama substation.

Main components of the revised solar array project are described below:

- Thirty-four (34) power conversion stations, each approximately 420 square feet (sf)
- Thirty-four (34) 1.26 MW Solar Array Blocks, with a maximum rotation height of 13 feet
- One 70-100-ft high Gen Tie-Line, approximately 3 miles in length
- Two 80-ft high telecommunication poles
- One 19,600-sf switchyard, with a maximum height of 70 feet
- One 38,700-sf onsite substation, with a maximum height of 70 feet
- A reduction from the original 34 anemometer towers to 4 to 8 towers, with a maximum height of 20 feet
- Two Conex storage containers, approximately 20 feet, with a maximum height of 20 feet
- And related ancillary facilities (e.g., meter room, control room)

AMEC understands that the Project will require a balance between the public interest to encourage development non-carbon, renewable energy systems with the public interest to preserve productive agricultural lands.

**Project Background:** The Project's primary goal is to develop a large-scale commercial renewable solar energy system using PV arrays within a region of the County with necessary solar attributes to efficiently produce a maximum of 40 MW of electricity. An applicant-prepared siting study analyzed multiple sites for solar energy development potential and ultimately identified the Project site in the Cuyama Valley as the preferred site. This conclusion was based on solar exposure, proximity to power lines, presence of endangered species and other factors.

Although the County has broad goals to support alternative energy development and reduce greenhouse gas (GHG) emissions, County plans and ordinances are not currently uniformly structured to facilitate meeting these goals. As a result, project development would require completion of a number of complex planning initiatives and actions.

Similar to the original Solar Facility project, the revised project would require legislative amendments to define and permit utility-scale commercial solar projects; however, the program scope has been further refined to apply to the Cuyama Rural Region, within the Rural Area land use category, upon eligible A-II and AC designated lands with companion AG-II zoning, subject to approval of a Conditional Use Permit. The legislative amendments represent a programmatic analysis since it has the potential to apply to future solar projects within the Cuyama Rural Region of the County. Such amendments require approval by the County Board of Supervisors (Board).

In addition to the legislative amendments, the Solar Array project includes a proposed rezone of the western half of the site from the County's historic Ordinance 661 U zone district to the LUDC AG-II-40 zone district. This would be necessary to provide a permit path for the Project over the entire site because the U district does not provide for large-scale solar facilities and the County requires discretionary approvals involving historic zoning to rezone to modern LUDC regulations. In addition, a LLA involving approximately 413 acres within the entire project site area would be required to reconfigure and clearly separate parcels. Approximately 166 acres would remain in agriculture and 247 acres of the Redland and La Salle Ranches would be reconfigured for the proposed for solar development.

The Solar Facility project's environmental setting have not substantially changed; however, AMEC will review the County proposed Utility-scale Solar PV Facility Overlay project description to ensure that the program's environmental setting accurately describes eligible lands within the Cuyama Rural Region and will review the existing Administrative Draft EIR (ADEIR) to ensure that setting description conform to project revisions (e.g., the proposed switchyard and relocation of the Gen Tie-Line along the eastern edge of Kirschenmann Road). Please refer AMEC's proposal to the County, *Cuyama Technical Proposal, Volume I* (February 21, 2012) for additional project understanding, project setting, and project detail.

**Project Decommissioning.** The Solar Array project will sell renewable energy produced onsite under the long-term Power Purchase Agreement (PPA) with a California Investor Owned Utility. At the end of the PPA term, the applicant may extend the PPA contract or decommission the Project. Upon decommissioning, the County will require that the Solar Array project applicant submit a detailed demolition and reclamation plan to address removal of project improvements and restoration of the site to agricultural uses or other uses consistent with land use and zoning regulations in place at that time. Additionally, given the current average useful life of approximately 25 years for solar modules and the potential for damaged or defective modules over the life of the Solar Array project, a solar collection and recycling plan would be included to minimize solid waste generation.

## **1.B General Approach**

AMEC's approach to preparing the EIR will be similar to AMEC's original project approach. Please refer AMEC's proposal to the County, *Cuyama Technical Proposal, Volume I* (February 21, 2012) for additional project approach information. AMEC will continue to serve as an extension to County staff, closely coordinating to ensure preparation of a thorough, objective, and defensible EIR with appropriately detailed analyses and mitigation measures. AMEC will also continue to assist County staff with the complex planning, zoning, and permitting matters associated with this project based on our extensive experience with such issues.

AMEC will work with County Planning & Development staff to identify an approach to efficiently advance the project through the public forums, including the APAC and AAC processes. AMEC



will assist County staff with preparation of APAC and AAC meetings. AMEC recognizes that successful completion of review by these committees is a key critical path element in project review.

AMEC would work carefully with County staff throughout the EIR process to ensure that deliverables meet or exceed County expectation for content, quality, and focus. This enhanced level of coordination will help ensure that environmental analysis is both legally defensible and accurate.

## General Approach to EIR Preparation

Table 1. General Approach - Cuyama Solar Array Project EIR
<p><b>Project Kickoff.</b> AMEC views the project initiation or kickoff process as critical to successful project completion. AMEC has met with the County and solar array project applicant to discuss and receive current project description revisions. AMEC's Project Manager and Senior Environmental Analyst will be available to attend a subsequent project kickoff meeting when the project description is refined, at the County's request, to finalize project information and ensure all data requests are available and complete. <b>Deliverables:</b> AMEC would prepare a data status/request for the County, based on recently submitted information from both the County and project applicant.</p>
<p><b>Revised EIR Project Description, Environmental Setting, and Description of Project Alternatives.</b> AMEC will review revisions that County staff has prepared and if necessary, recommended revisions to ensure Project Description. <b>Deliverables:</b> Within one week of receipt of the County's revised Project Description, AMEC will submit one electronic version (in both MS Word and PDF formats), if revisions are required.</p>
<p><b>Revised Administrative Draft EIR and Technical Studies.</b> In order to maintain the project schedule, AMEC will coordinate with County staff throughout the preparation of the revised ADEIR to ensure the submitted document thoroughly addresses issues and concerns and closely adheres to County standards, while building on the existing ADEIR to the extent feasible. AMEC suggests conference calls or meetings as needed be held during preparation of the revised ADEIR to permit close coordination with County staff, particularly to ensure that revisions to ADEIR format are appropriate. <b>Deliverables:</b> AMEC will submit one reproducible unbound copy, six bound copies and six CDs (with files divided into chapters) of the ADEIR and technical studies.</p>
<p><b>Prepare Draft EIR.</b> AMEC will prepare a DEIR which thoroughly addresses County questions and concerns and incorporates County comments. <b>Deliverables:</b> AMEC will publish and submit one reproducible unbound copy, twenty five (25) bound hardcopies and sixty (60) CDs including technical appendices (PDF versions) and two CDs with files divided into chapters suitable for easy download from County's website. AMEC will also submit two master CDs with both MS Word and PDF versions and appendices (Word documents as available for appendices).</p>
<p><b>Prepare Written Summary of Draft EIR Public Hearing Comments.</b> AMEC staff would attend the public hearing and provide a presentation if requested by County staff. An AMEC staff environmental analyst would prepare detailed notes of all comments received on the EIR. These would be cross checked against the tape of the hearing to ensure accuracy as it is AMEC's experience that oral public comment is often too briefly summarized in such minutes. The use of an experienced environmental analyst to record meeting minutes and cross checking with hearing tapes would ensure accurate representation of public comment. <b>Deliverables:</b> AMEC will submit one reproducible unbound copy and one CD.</p>
<p><b>Response to Comments on Draft EIR.</b> AMEC would prepare appropriately detailed responses to both written and oral comments received on the DEIR. AMEC would incorporate substantiating technical details, CEQA references, and court cases as needed to support proposed responses. This submittal would also detail where AMEC anticipates making changes to the text of the EIR. <b>Deliverables:</b> AMEC will submit one reproducible unbound copy and one CD.</p>
<p><b>Prepare Administrative Final EIR.</b> Consistent with County standards, the Administrative Final EIR (AFEIR) will include the DEIR in its entirety with changed pages in strikeout and underline to address changes, a detailed Responses to Comments, and a Draft Mitigation Measures and Reporting Program. In order to assist in maintaining project schedule, AMEC staff would attend a working meeting with County staff to review comments, proposed responses, and potential changes to EIR text. <b>Deliverables:</b> AMEC will submit one reproducible unbound copy and one CD (MS word and PDF versions) within 2 weeks of receipt of final County comments on the responses to comments on the DEIR.</p>

Table 1. General Approach - Cuyama Solar Array Project EIR

**Prepare Draft Final EIR.** AMEC will incorporate any County staff edits into the AFEIR and prepare a Draft Final EIR with changed pages in strikeout and underline to address changes, detailed Responses to Comments, and a Final Draft Mitigation Measures and Reporting Program. Deliverables: Within 10 working days of receipt of County comments, AMEC will publish and submit one reproducible unbound copy, twenty five (25) bound hardcopies and sixty (60) CDs including technical appendices (PDF versions) and two CDs with files divided into chapters suitable for easy download from County's website. AMEC will also submit two master CDs with both MS Word and PDF versions and appendices (Word documents as available for appendices).

**Prepare Final EIR.** AMEC will incorporate any changes into the EIR necessary to reflect decision-maker direction and potential changes necessitated by hearing input, including reformatting of the EIR to reflect approved components of the project. Deliverables: Within ten working days after final decision-maker hearing, AMEC will publish and submit one reproducible unbound copy, ten (10) bound hardcopies and ten (10) CDs including technical appendices (PDF versions) and two CDs with files divided into chapters suitable for easy download from County's website. AMEC will also submit two master CDs with both MS Word and PDF versions and appendices (Word documents as available for appendices).

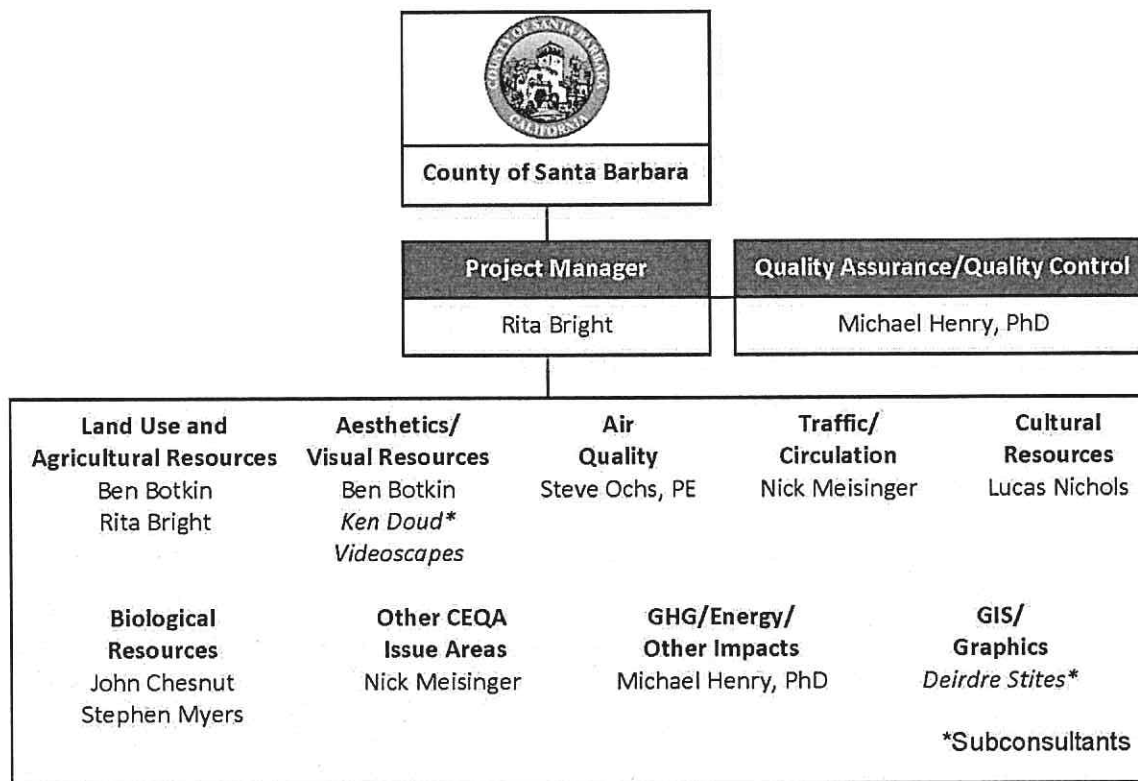
**Meetings and Hearings.** AMEC's proposed budget assumes attendance at up to thirteen (13) meetings or hearings, including eight (8) staff level meetings, one (1) public workshop, and up to four (4) public meetings or hearings on the project, which could include a public hearing on the Draft EIR, and hearings before the Planning Commission and Board of Supervisors. AMEC would prepare draft agendas and notes for staff level meetings upon request. AMEC's Project Manager would attend additional meetings, as necessary, at an additional cost of approximately \$300 per meeting. AMEC's Santa Barbara office is ideally situated in close proximity to County offices, permitting easy impromptu meeting attendance.

## 2 QUALIFICATIONS

AMEC is well qualified to prepare the EIR for the proposed Cuyama Facility Project as a result of our team's work on a range of challenging agricultural and other rural projects, solar PV energy projects, and our broad-based EIR experience. AMEC's Project Manager Ms. Rita Bright has a unique level of experience working on such projects in Santa Barbara County and have the ideal set of skills and experience to assist County staff in this process. AMEC is aware of key agricultural resources, land use, and other environmental resource issues and concerns likely to be raised by agencies and the public during the EIR process. AMEC is prepared to produce a thorough, objective, and legally sustainable EIR that will withstand public and agency scrutiny and permit well informed decision-making on this project. Please refer to AMEC's proposal to the County, *Cuyama Technical Proposal, Volume I* (February 21, 2012) for additional information regarding project qualifications and relevant project experience.

## 3 PERSONNEL

AMEC's key staff members for the Cuyama Solar Array Project are identified in the Project Organization Chart (Figure 1). Our team members were selected based on their assigned roles on the original Cuyama solar project and for their experience contributing to EIRs for major renewable energy and agricultural-resource related projects, understanding of environmental resource issues including agricultural resources, familiarity with the Williamson Act and the County's Agricultural Programs, proven experience conducting analyses of resource areas to be covered in this EIR, and their availability to dedicate their efforts to this important project. Our project manager has demonstrated ability to deliver high-quality EIRs on complex projects in a timely and efficient manner and is supported by a strong technical team expert in greenhouse gas and climate change issues, energy-related uses, visual resources analysis, and biological resources. AMEC's manager team and key resource specialists are introduced below. Please refer to AMEC's proposal to the County, *Cuyama Technical Proposal, Volume I* (February 21,



**Figure 1**  
**Project Organization Chart**

2012) for additional information regarding team qualification and areas of expertise. Additional information and qualifications are described below for supplemental personnel, or expanded roles of original AMEC project team personnel due to the proposed expanded scope of services.

### 3.A Updated Team Members/Roles from February 21, 2012 Submittal

#### Michael Henry, PhD – Quality Assurance/ Quality Control/Greenhouse Gas Emissions

Dr. Henry will be providing quality assurance and quality control services in addition to serving as the lead scientist/analyst for Greenhouse Gas/Energy/Other Impacts analyses. Dr. Henry has over 12 years of professional experience, including work as an environmental consultant, and has nine years of professional experience involving a variety of NEPA and CEQA analyses, as well as analysis of GHG emissions and climate change impacts for both project-level and general plan documents. In addition to preparing GHG technical studies and leading preparation of NEPA and CEQA GHG/Climate Change sections, Dr. Henry has prepared project-specific GHG emissions estimates for more than ten projects, the results of which were incorporated into impact discussions in NEPA and CEQA documents. He was the lead environmental analyst for AMEC's award-winning EIR for

#### **Michael Henry, PhD Specialized Experience**

- PhD Ecology, Evolution and Marine Biology
- 10 years of professional experience
- GHG/Energy/Technical Editor

the City of Santa Barbara's General Plan update which included a detailed analysis of climate change and GHG-related impacts, and was Project Manager for the City of Santa Barbara's Climate Action Plan. Dr. Henry has also completed two project-level GHG analyses for the County of San Diego, and assisted the County of San Diego Public Works Department in their contribution to the County's Climate Action Plan. He is proficient in the use of GHG emission software packages such as CACP 2009, CalEEMod, URBEMIS, and EDMS, as well as the various GHG emissions factors which are used in spreadsheet analysis. He is also familiar with recent regulatory changes and litigation regarding GHG reporting requirements and mitigation, as well guidance from agencies and organizations (e.g., CARB, CAPCOA).

He currently serves as the Deputy Project Manager of an EIS for a proposed 350-MW solar photovoltaic project located on BLM land in Nevada. He acted as lead scientist for assessment of biological resources impacts on over 600,000 acres as part of the EIS for expansion of the Marine Corps Air Ground Combat Center at Twentynine Palms. Dr. Henry regularly provided QA/QC review for CEQA and NEPA environmental documents, including analyses of solar development in California and Nevada, as well as a range of urban infill and rural development projects.

#### **Experience for Updated AMEC Technical Specialists**

##### **John Chesnut – Biologist**

Mr. John Chesnut is a highly experienced consulting biologist with extensive experience and expertise in the flora, sensitive plants and vegetation communities of the Central Coast and northern Coast Ranges of California. Mr.

###### **John Chesnut, Specialized Experience**

- 34 years of experience as a biologist/ botanist
- Experience working with federal and state regulatory agencies

Chesnut leads and coordinates teams of field botanists and ecologists to assure accurate data collection and plant identification. Mr. Chesnut has 34 years of experience leading botanical field investigations. In addition, Mr. Chesnut's practice includes database programming and development, using ArcGIS, MS Access, Excel and Filemaker. He provides specialized services in GIS development and programming, aerial photo interpretation, and vegetation community analysis. He also provides professional statistical consulting, participates in the analysis of data, and in experimental design using R, SPSS, and JMP software. Mr. Chesnut serves as the California Native Plant Society Rare Plant Coordinator for San Luis Obispo County and is frequently consulted by government and private industry in regards to the development and assessment of rare plant survey methodology and adequacy in that region.

##### **Lucas Nichols – Cultural Resources Specialist**

Mr. Nichols would serve as AMEC Santa Barbara office's Cultural Resource Specialist and be available to provide support to the County's archaeologist, integrating resource analysis into the project EIR. Mr. Nichols has performed cultural resource field surveys throughout California – and in numerous communities within the Central Coast, as well as in the eastern Sierra Nevada and Mojave Desert. Most recently, Mr. Nichols performed a Phase I field investigation for the Palo Verde County Water District spanning their service area and has also performed an extensive cultural resource investigation at the Leviathan Mine in the Sierra Nevada.

###### **Lucas Nichols Specialized Experience**

- BA Anthropology
- Experience working on renewable energy/transmission line projects involving federal and state regulatory agencies



## Experience for Updated AMEC Subconsultants

### Ken Doud, Visual Simulations Specialist

Ken Doud, DBA Videoscapes, would perform peer review of the applicant-prepared visual simulations, which pertain to potential visual resource impacts. Mr. Doud would perform a site investigation as well as document and data review to confirm adequacy of KOP sites and methodologies of analysis. Mr. Doud has 15 years of experience in the preparation of graphics for use in CEQA/NEPA compliant environmental visual analysis with emphasis on the preparation of photosimulations, including the selection of viewpoints and depictions of visual mitigation measures and assistance in the placement of those measures within the 3-D computer environment. He also has 12 years experience in conducting peer-review of visual impact analysis, shadow studies, and graphics for EIR, including presentation of expert testimony in courtroom and governmental review settings. He has high level skills in CAD, photo editing, digital photography, and computer visualization software, including Autodesk 3ds Max (the industry standard for photo simulation rendering, GIS based daylight and shadow simulation), ESRI compatible GIS software, Adobe Photoshop, Illustrator, AutoCAD, and other related programs. He is expert at reading architectural, engineering and related planning documents and accurately migrating that information into the 3-D computer environment.

#### **Ken Doud Specialized Experience**

- MA/BA Fine Arts and Mass Media
- Experience preparing graphics and photosimulations, key view identification, 3-D modeling
- Extensive experience with peer review, expert testimony and public hearing presentations,

## 3.B Staff Commitments and Availability

AMEC's key team members for this proposal are available to provide requested services to the County of Santa Barbara. AMEC's Project Manager Rita Bright has recently completed major work efforts on solar energy projects in central and southern California. AMEC's Quality Assurance/Quality Control Specialist, Dr. Michael Henry has also completed the majority of work on the 350-MW Silver State South Solar PV Project's Supplemental EIS for the BLM. Other analysts including AMEC's Lead Analyst, Mr. Ben Botkin, have recently completed major tasks related to NEPA and CEQA projects.

## 4 METHODOLOGY

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AMEC's general approach to revised the existing ADEIR is presented in Table 2 below. Please refer to AMEC's proposal to the County, *Cuyama Technical Proposal, Volume I* (Feb. 21, 2012) for additional information regarding project approach and relevant resource areas to be analyzed.

**Table 2. Content of EIR Sections – Cuyama Solar Array Project**

**Revised Executive Summary:** The EIR would include an Executive Summary with a brief project description, project history, and brief description of impacts found not to be significant, issues of known public controversy, a matrix summarizing impacts and mitigation measures, and discussion of project alternatives. As potentially the most utilized portion of an EIR, AMEC would prepare the Executive Summary in an easily accessible format.



**Table 2. Content of EIR Sections – Cuyama Solar Array Project**

**Revised Introduction:** The Introduction sets the stage for overall project consideration, the EIR's role in decision-making, the project's overall purpose and need and a discussion of potential areas of controversy. AMEC will also work with County staff to develop a clear purpose and need statement for the project in support of clearly defined project objectives. This section also introduces the overall purpose of the EIR, summarize the public review and project approval process, and state standards for adequacy of the EIR, pursuant to CEQA Guidelines §15151.

**Incorporation of Existing ADEIR and Technical Studies:** AMEC's proposed scope of work recognizes that extensive supporting studies, including the existing ADEIR's analyses, have been prepared for this project and revisions are occurring related to the Program's project description. AMEC's would utilize all available data to increase the efficiency of preparing the new ADEIR and to help focus budget and staff time on those issues which require supplemental analysis.

**Revised CEQA Baseline:** AMEC would coordinate with County staff to update and revise the CEQA baselines for use in this EIR, the project-specific baseline information required for the Cuyama Solar Array project, and the more general and programmatic baseline required for the Overlay Program relating to the eligible Agricultural II lands within the Cuyama Rural Region. AMEC would finalize CEQA baseline issues in consultation with County staff.

**Revised Environmental Setting:** The Environmental Setting will provide an overview of the existing physical setting with a focus on key features and known environmental issues. AMEC would incorporate, update and build upon the existing setting sections from the previous ADEIR and revise the setting due to project and program changes and additional applicant prepare technical studies. AMEC utilizes photographs, maps, and diagrams to facilitate understanding of the area's environment, including a description of surrounding land uses along with regional vicinity, project location, and appropriate planning area maps. AMEC will coordinate with County staff to ensure that this baseline accurately reflects known information and conditions.

**Revised Project Description:** The Project Description will contain the revised program and project specifications. AMEC understands that the County will prepare the revised Project Description and AMEC will review and recommend any revisions, if deemed by the County appropriate. AMEC recognizes that a clearly defined set of project objectives is central to supporting the alternatives analysis and is thus most important to the EIR's legal defensibility.

**Updated Environmental Analysis:** The Environmental Analysis sections would be revised and reformatted to the extent necessary to respond to project changes (e.g. inclusion of the Gen Tie-Line as part of the applicant's request, changes to the existing physical setting for each resource, relevant federal, state, and local regulatory requirements). The County's Adopted Thresholds, the previous ADEIR and Appendix G of the CEQA Guidelines along other relevant material will be used in the revised ADEIR. AMEC will review identified existing baseline conditions, proposed project impacts, mitigation measures, and subsequent residual impacts, including both direct and indirect impacts given the changes to the project description. AMEC will ensure that impacts directly associated with the proposed project are clearly identified, clearly distinguishing between the Solar Array, Gen Tie-Line, Switching Station projects and those associated with the revised overlay program.

**Review of Alternatives:** AMEC will focus review of project alternatives to determine if changes are needed given changes to the Project Description (e.g. accuracy of alternatives description/ specifications, etc.). Please refer to primary issue areas described in AMEC's proposal to the County, *Cuyama Technical Proposal, Volume I* (Feb. 21, 2012) for the technical approach to project alternatives.

**Updated Cumulative Impacts:** Cumulative impacts will be re-assessed consistent with CEQA Guidelines §15130 based on a list of projects provided by the County and derived from area environmental documents. As stated in the Guidelines, the nature of each environmental resource being evaluated and the type and location of the project affect whether it is included in the cumulative analysis. AMEC will utilize current County information to describe cumulative conditions based on the most current policies and guidelines available.

**Revised Mitigation Measures:** Mitigation measures will be re-viewed and if necessary new mitigations will be developed in coordination with County staff and appropriate agencies for all significant (Class I and II) project-specific and cumulative impacts and for adverse but insignificant (Class III) project and cumulative impacts, as appropriate. AMEC will build such measures off of the County's standard mitigation and condition of approval list as well as the Comprehensive Plan and LUDC. Residual impacts after mitigation will also be identified.

**Table 2. Content of EIR Sections – Cuyama Solar Array Project**

**Preparation of CEQA Findings/Statement of Overriding Considerations (Optional Task):** As part of the document approval process and at the County's request, AMEC can assist in the preparation of detailed findings and overriding considerations (if needed) for the Cuyama Solar Facility Project EIR. In addition, as an optional task, AMEC will assist staff in preparing the final draft Comprehensive Plan Amendment (GP), OA, Rezone, and Conditional Use Permit Special Findings. The planning findings would be based on analysis contained in the Consistency with Adopted Plans and Policies section of the EIR which will be subject to County staff review during preparation of the various drafts of the EIR

**Other CEQA Sections:** Other CEQA Sections including the relationship between local short-term uses of the environment and the maintenance and enhancement of long-term productivity, and growth-inducing impacts will be provided in the EIR.

As an Optional Task at the County's request and direction, AMEC would be available to assist in preparation of draft discretionary findings for the Williamson Act partial cancellation, proposed legislative amendments (e.g., Comprehensive Plan Amendment, Ordinance Amendment, and Rezone), project entitlements (LLA and CUP), and CEQA findings and if necessary, a draft Statement of Overriding Considerations.

AMEC's Project Manager's previous County experience includes extensive drafting, editing, and publishing of resolutions, ordinances amendments, and findings. As a past Secretary to the County Planning Commission, she understands the County adoption procedures and is able to provide draft findings reflective of County actions both prior to, and during hearing deliberations. She understands the need for clear, logical, and thorough administrative records that accurately reflect the sound basis and legal defensibility of County actions.

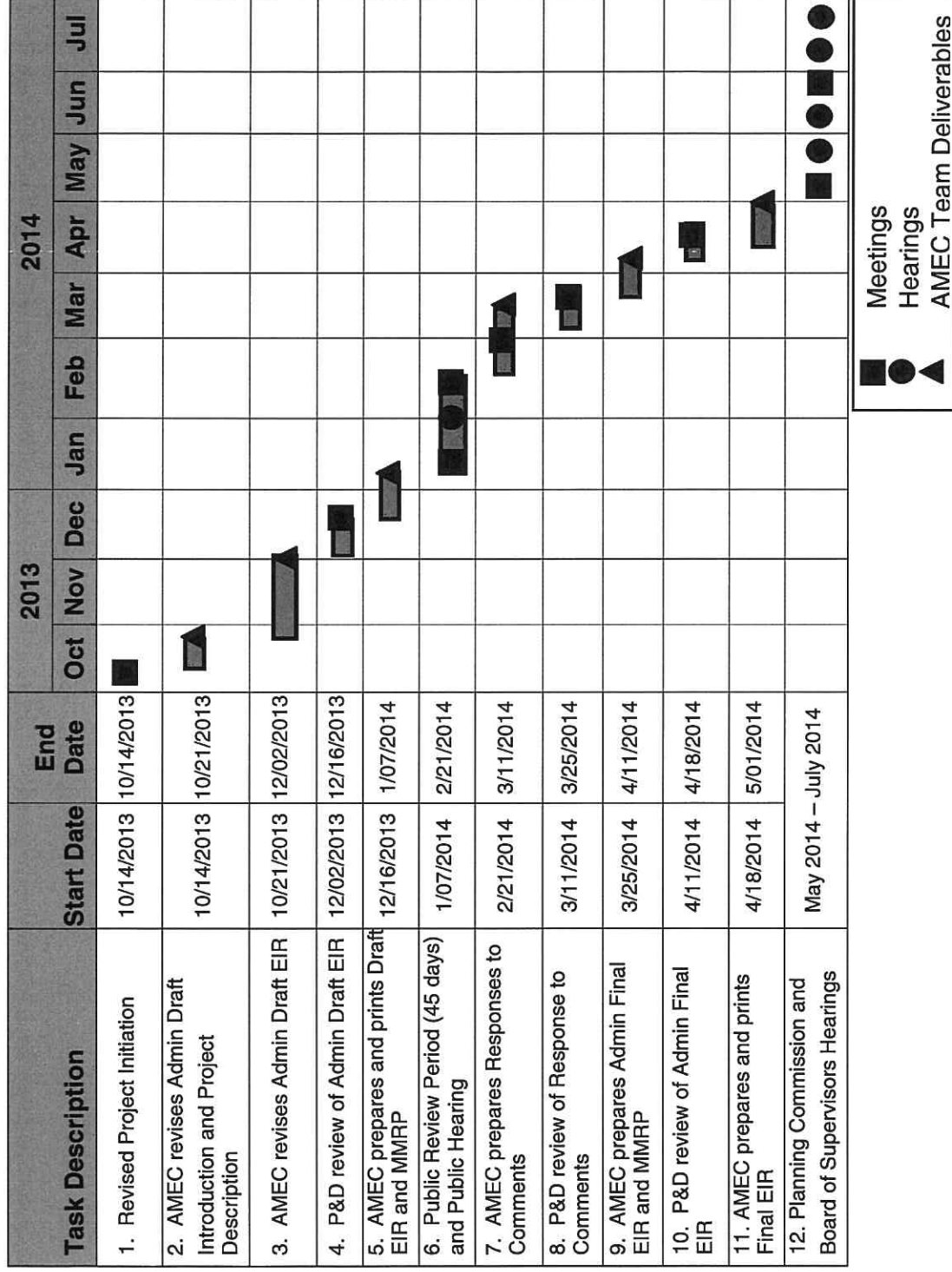
**Deliverables:** AMEC would prepare one set of draft findings, conforming to County templates, for staff review, and one round of revision (pre-Planning Commission hearing). Additional rounds of revision (e.g. pre- and post-Board of Supervisors adoption hearing) can be provided for additional cost/as an authorized use of contingency.

## **5 SCHEDULE**

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AMEC has prepared a schedule to allow the County to complete this project expeditiously, within ten months (Figure 2). AMEC is committed to meet the County's scheduling needs and to work with staff to ensure that these goals are met.

Figure 2. Proposed Project Schedule





Ms. Kathy Pfeifer  
County of Santa Barbara  
September 3, 2013 (Revised)

## 6 COST PROPOSAL

6 COST PROPOSAL- TIME AND MATERIALS NOT TO EXCEED COST  
DATE OF ESTIMATE: 8/12/13

PROJECT: Cuyamaca Solar Array Project		CLIENT: County of Santa Barbara		CONTACT: Kathy Pfeifer		PREPARED BY: Rita Bright																								
TASK 1 (0001)		TASK 2 (0002)		TASK 3 (0003)		TASK 4 (0004)		TASK 5 (0005)		TASK 6 (0006)		TASK 7 (0007)		TASK 8 (0008)		TASK 9 (0009)		TASK 10 (0010)		TOTAL PROJECT		TOTAL PROJECT		TOTAL PROJECT						
Revise PD & Environmental Setting		Administrative Draft EIR & Technical Studies		Draft EIR & Technical Appendices		Written Summary of Comments at the Public Hearing on the Draft EIR		Responses to Comments on Draft EIR		Administrative Final EIR		Draft Final EIR		Final EIR		Meetings		Draft Planning and CEQA Findings (Option Task)		With Option Task		Without Option Task		Without Option Task						
FUNCTION		STAFF		FUNCTION		STAFF		FUNCTION		STAFF		FUNCTION		STAFF		FUNCTION		STAFF		FUNCTION		STAFF		FUNCTION						
HOURLY RATE	HRS	COST	AMT	HRS	COST	AMT	HRS	COST	AMT	HRS	COST	AMT	HRS	COST	AMT	HRS	COST	AMT	HRS	COST	AMT	HRS	COST	AMT	HRS	COST	AMT			
\$135.00	4	\$ 540	4	\$ 540	24	\$ 3,240	16	\$ 2,160	12	\$ 1,620	10	\$ 1,350	26	\$ 3,510	20	\$ 2,700	178	\$ 24,030	158	\$ 21,330	40	\$ 5,400	40	\$ 5,400	40	\$ 5,400	40	\$ 5,400		
\$115.00	2	\$ 230	12	\$ 1,380	4	\$ 460	6	\$ 690	4	\$ 460	4	\$ 460	4	\$ 460	0	\$ -	4	\$ 460	0	\$ -	4	\$ 460	44	\$ 5,060	40	\$ 4,600	40	\$ 4,600		
\$140.00	0	\$ -	0	\$ -	2	\$ 280	0	\$ -	2	\$ 280	0	\$ -	2	\$ 280	0	\$ -	0	\$ -	0	\$ -	0	\$ -	6	\$ 780	6	\$ 780	6	\$ 780		
\$130.00	0	\$ -	0	\$ -	4	\$ 560	2	\$ 260	0	\$ -	1	\$ 130	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	13	\$ 1,820	13	\$ 1,820	13	\$ 1,820		
\$130.00	0	\$ -	0	\$ -	2	\$ 260	0	\$ -	2	\$ 260	1	\$ 130	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	8	\$ 1,040	8	\$ 1,040	8	\$ 1,040		
\$90.00	16	\$ 1,440	48	\$ 4,320	32	\$ 2,880	8	\$ 720	42	\$ 3,780	24	\$ 2,160	16	\$ 1,440	6	\$ 540	16	\$ 1,440	226	\$ 20,340	210	\$ 18,900	66	\$ 5,610	66	\$ 5,610	66	\$ 5,610		
\$85.00	0	\$ -	0	\$ -	24	\$ 2,040	8	\$ 680	0	\$ -	10	\$ 850	16	\$ 1,360	8	\$ 680	0	\$ -	0	\$ -	0	\$ -	66	\$ 5,610	66	\$ 5,610	66	\$ 5,610		
\$60.00	0	\$ -	0	\$ -	8	\$ 480	2	\$ 120	0	\$ -	4	\$ 240	1	\$ 60	0	\$ -	0	\$ -	0	\$ -	0	\$ -	16	\$ 960	16	\$ 960	16	\$ 960		
\$90.00	1	\$ 90	2	\$ 180	1	\$ 90	1	\$ 90	1	\$ 90	1	\$ 90	1	\$ 90	1	\$ 90	2	\$ 180	11	\$ 990	9	\$ 810	9	\$ 810	9	\$ 810	9	\$ 810		
\$65.00	1	\$ 65	2	\$ 130	4	\$ 260	1	\$ 65	4	\$ 260	2	\$ 130	2	\$ 130	2	\$ 130	0	\$ -	0	\$ -	0	\$ -	17	\$ 1,105	17	\$ 1,105	17	\$ 1,105		
\$70.00	2	\$ 140	12	\$ 840	8	\$ 560	4	\$ 280	4	\$ 280	8	\$ 560	6	\$ 420	4	\$ 280	0	\$ -	0	\$ -	48	\$ 3,360	48	\$ 3,360	48	\$ 3,360	48	\$ 3,360		
TOTAL LABOR		26	\$ 2,505	156	\$ 16,020	69	\$ 9,050	18	\$ 1,695	98	\$ 10,165	79	\$ 7,760	56	\$ 5,640	37	\$ 3,750	32	\$ 4,050	42	\$ 4,780	633	\$ 65,415	591	\$ 60,635	591	\$ 60,635	591	\$ 60,635	
PART II. OTHER DIRECT COSTS (ODCs)		Visual Resources Consultant		Videoscapes		Visual Resources Consultant		Videoscapes		Visual Resources Consultant		Videoscapes		Visual Resources Consultant		Videoscapes		Visual Resources Consultant		Videoscapes		Visual Resources Consultant		Videoscapes		Visual Resources Consultant		Videoscapes		
\$ 135.00	8	\$ 544	12	\$ 816	4	\$ 272	0	\$ -	4	\$ 272.00	2	\$ 136	2	\$ 136	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
\$ 68.00	8	\$ 544	12	\$ 816	4	\$ 272	0	\$ -	4	\$ 272.00	2	\$ 136	2	\$ 136	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
\$ 0.55	0	\$ -	0	\$ -	200	\$ 110	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
\$ 105.00	0	\$ -	8	\$ 840	27	\$ 2,835	1	\$ 105	1	\$ 105	27	\$ 2,835	10	\$ 1,050	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
\$ 5.00	1	\$ 5	6	\$ 30	64	\$ 320	1	\$ 5	2	\$ 10	64	\$ 320	14	\$ 70	0	\$ -	3	\$ 15	156	\$ 780	153	\$ 765	0	\$ 0	0	\$ 0	0	\$ 0	0	\$ 0
SUBTOTAL ODCs		\$ 549		\$ 8,571		\$ 3,537		\$ 110		\$ 387		\$ 3,291		\$ 1,256		\$ 138		\$ 15		\$ 156		\$ 17,964		\$ 17,949		\$ 17,949		\$ 17,949		\$ 17,949
MARKUP ON ODCs		\$ 44		\$ 686		\$ 283		\$ 9		\$ 31		\$ 283		\$ 100		\$ 11		\$ 1		\$ 1		\$ 1,437		\$ 1,436		\$ 1,436		\$ 1,436		\$ 1,436
TOTAL ODCs		\$ 593		\$ 9,257		\$ 3,820		\$ 119		\$ 418		\$ 3,554		\$ 1,356		\$ 149		\$ 16		\$ 16		\$ 19,401		\$ 19,384		\$ 19,384		\$ 19,384		\$ 19,384
Administrative Fee (phone, fax, etc. 2% of labor		\$ 50		\$ 320		\$ 181		\$ 203		\$ 155		\$ 113		\$ 75		\$ 81		\$ 96		\$ 96		\$ 1,308		\$ 1,213		\$ 1,213		\$ 1,213		\$ 1,213
---GRAND TOTAL FEE---		\$ 3,148		\$ 25,597		\$ 13,081		\$ 10,487		\$ 8,333		\$ 9,307		\$ 5,181		\$ 4,280		\$ 4,892		\$ 4,892		\$ 86,124		\$ 81,232		\$ 81,232		\$ 81,232		\$ 81,232
15% CONTINGENCY																						\$ 99,042.46		\$ 93,416.89		\$ 93,416.89		\$ 93,416.89		\$ 93,416.89
TOTAL WITH CONTINGENCY																														

\*\*\*AMEC RESERVES THE RIGHT TO MOVE BUDGET BETWEEN TASKS

TOTAL WITH CONTINGENCY

## 7 ASSUMPTIONS

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AMEC uses the following assumptions related to the cost proposal, (Section 6):

1. This cost, and the related scope of work, remain effective for 60 days from August 12, 2013.
2. The County will provide electronic versions of all background studies, the previous draft EIR and responses to comments upon the notice to proceed.
3. The Project Description does not significantly change from the description finalized as part of Task 1.
4. AMEC assumes that the project will be completed consistent with the proposed schedule. Delays of greater than 3 months for any particular phase or milestone may lead to a change in costs. AMEC also reserves the right to partially bill for partially completed work where unanticipated delays of greater than 3 months occur due to no fault of AMEC's team.
5. Because there is a readily-accessible inventory of applicable and appropriate data and studies, we assume that, we will not undertake new technical studies or field work. Our evaluations will be based on review and application of existing materials, and where identified, field reconnaissance, (e.g., photo simulations) to confirm and augment existing materials. However, the AMEC team would identify any data gaps and would be able to provide any necessary additional technical studies on a time-and-materials basis.
6. AMEC's team will attend meetings as follows: Project Manager - up to 8 meetings with County, one public workshop (Draft EIR Public Comment Hearing), and 4 public hearings; Senior Environmental Analyst – 3 meetings or hearings. AMEC's Project Manager would attend additional meetings or hearings for a unit cost of \$350.
7. We applied unit costs in this estimate, as follows:
  - a. Mileage will be charged at \$0.55 per mile
  - b. Printed and bound copies (30) copies for the Draft EIR and 30 copies for the Final EIR) will cost \$105 per copy
  - c. Compact disks (CDs) cost \$5 per copy
8. Other assumptions applied in this cost estimate:
  - a. An 8% fee is applied to Subcontractor costs.
  - b. A 8% fee is applied to other direct charges (ODCs).
  - c. Approximately 75 comments will be addressed as part of the Response to Comments, and no new analysis will be required as a result of the comments received on the Public Draft EIR.
  - d. Each task with a deliverable provides for one (1) round of review between the County and AMEC.



- e. In order to minimize or avoid conflicting comments and direction the County's Project Manager will provide a single set of Departmental comments to AMEC for incorporation into the Draft EIR.

## 8 REFERENCES

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Montecito Fire Protection District, Station No. 3, Land Use Permitting Services, Montecito Fire Protection District

Fire Chief Chip Hickman

Montecito Fire Protection District

595 San Ysidro Road

Santa Barbara, CA 93108

(805) 969-7762

Performance/Completion Dates: 2012 – 2013

Planning Project Manager: Rita Bright

Plan Santa Barbara Program EIR

John Ledbetter, Principal Planner

City of Santa Barbara

Community Development Department

630 Garden Street

Santa Barbara, CA 93101

(805) 564-5470

Performance/Completion Dates: 2008-2011

AMEC Deputy Project Manager: Rita Bright

Department of Veterans Affairs, San Francisco Medical Center Solar Photovoltaic (PV) Energy System Environmental Assessment

Steve Malich, PE, LEED GA, Energy Manager

VAMC San Francisco

4150 Clement Street

San Francisco, CA 94121

(415) 221-4810 x3822

Performance/Completion Dates: 2010-current

AMEC Project Manager: Rita Bright

AMEC Deputy Project Manager: Andrea Bardsley, RPA

AMEC QA/QC: Doug McFarling

Snowline Joint Unified School District, Pinon Hills and Baldy Mesa Elementary Schools Solar Photovoltaic (PV) Energy Systems Mitigated Negative Declarations

Mike Schene, Maintenance and Operations Director

Snowline Joint Unified School District

4075 Nelson Road

Phelan, CA 92371

(706) 868-4706

Performance/Completion Dates: March – July 2011

AMEC Project Manager: Rita Bright

AMEC Sr. Scientist: Michael Henry, PhD

AMEC QA/QC: Doug McFarling



Environmental Impact Report for the  
Cuyama Solar Array Project

**amec**

## **Exhibit A**

### **Supplemental AMEC Resume**

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Lucas Nichols

## **Archaeologist/Cultural Resource Specialist**

### **Professional summary**

Mr. Nichols has over 2 years working as a field technician and cultural resource specialist throughout California, serving a diverse ranging of clients, including federal government, non-profit organizations, and private sector businesses. Mr. Nichols work has focused mainly on pre-historic, Spanish era, and Chinatown era California. Most of his experience is in phase 1 surveying and phase 2 testing. He also has experience using GPS. Since he started working with AMEC in 2012, he has assisted with the preparing of analyses concerning cultural resources in Environmental Assessments.

### **Education**

B.A., Cultural Anthropology & History, University of California, Santa Barbara, 2011

### **Languages**

English

### **Employment history**

AMEC Environment & Infrastructure, Inc., Archaeologist/Cultural Resource Specialist (On-Call), Santa Barbara, CA, 2012-2013

Applied EarthWorks, Inc., Archaeologist/Field Technician (On-Call), Lompoc, Fresno, & Hemet, CA, 2012-2013

Great Basin Sage, Inc., Archaeologist/Field Technician, Sun Valley, NV, 2012

Santa Barbara Trust for Historic Preservation, Archaeologist/Lab Technician, Santa Barbara, CA, 2011-2012

### **Representative projects**

#### **Environmental Planning and Compliance, AMEC Environment and Infrastructure, Inc.**

##### ***Environmental Assessment for Installation Wide Developments at 109<sup>th</sup> Airlift Wing (AW) New York National Guard Stratton Air National Guard Base, New York Air National Guard, Schenectady County, Scotia, NY***

Mr. Nichols prepared the cultural resource impact analysis for a NEPA-compliant Environmental Assessment (EA) regarding the development plan at the 109<sup>th</sup> Airlift Wing New York National Guard Stratton Air National Guard Base. He provided a comprehensive analysis of potential impacts having to do with cultural resources of the proposed action. He consulted with available information to determine the probability of encountering cultural resources and assessed these potential impacts.

##### ***Environmental Assessment for Installation-Wide Development at Clear Air Force Station (AFS), Department of the Air Force, Alaska***

Mr. Nichols assisted in the aspects of the production of an EA regarding the development plan at Clear AFS, Alaska according to NEPA-compliance. He integrated data and information from a wide range of local, state and national governmental sources to adequately assess the environmental impacts of the proposed action involving the construction, demolition, and renovation of 11 buildings in the project area as well as the possibility of disturbing other cultural resources.

##### ***Environmental Assessment for Installation Wide Development at 135<sup>th</sup> Airlift Wing (AW) and Savannah Combat Reading Training Center (CRTC), Georgia Air National Guard, Georgia***

Mr. Nichols prepared an existing setting and impacts description for cultural resources related to an

Lucas Nichols

installation wide project in a NEPA-compliant EA at the 135<sup>th</sup> AW and Savannah CRTC at Savannah/Hilton Head International Airport. He provided a comprehensive analysis concerning potential impacts having to do with cultural resources. He integrated data and information from a wide range of local, state and national governmental sources to adequately assess the environmental impacts in compliance with NEPA regulations. Correspondents with SHPO were taken into consideration and structures that were possibly eligible for the National Register of Historic Places, under section 106, were reviewed.

**Cultural Resources, Applied Earthworks, Inc.**

***Chinatown Archaeology Project, City of San Luis Obispo, San Luis Obispo, CA***

Mr. Nichols placed 6 shovel test pits, in a Phase II survey, between the foundations of a historic building located in what was once Chinatown in historic downtown San Luis Obispo. He assisted in all aspects of excavation and artifact identification in the field, including opening and excavating all of the test units, identifying and documenting potential archaeological features, and recording relevant findings.

***California Flats Solar Project, Element Power, San Luis Obispo and Monterey Counties, CA***

Mr. Nichols assisted in Phase 2 investigations including ground surveying and shovel testing of prehistoric and historic sites in proposed project area. The goal was to gather additional information on the different sites integrity, condition, size, boundaries, stratigraphy, function, and context so that each sites significance can later be evaluated. Mr. Nichols excavated over 30 shovel test pits, 50 centimetres in diameter and up to 100 centimetres in depth. He identified and documented all archaeological finds and features while in the field.

***Archaeological Excavation at the Lost City Site, Lost City Productions, Guadalupe, CA***

Mr. Nichols was an integral part of archaeological crew that excavated the 1923 movie set of "The 10 Commandments" in the Guadalupe dunes. His responsibilities included: excavating on the site on where most artifacts were in fragile condition and had to be handled with great care, artifact identification, surveying with a total station, site planning and photography; all the time working in close cooperation with a Chumash monitor and well as continuously responding to the requirements of the documentary film crew. All of this had to be completed on a tight schedule.

**Cultural Resources, Great Basin Sage, Inc.**

***Phase 1 Cultural Resource Assessment for the Fremont Valley Preservation Project, Aqua Helio, Kern County, CA***

Mr. Nichols conducted a Phase 1 linear survey of approximately 4800 acres including fields, transmission lines, and areas of anticipated construction, in the Mojave Desert. The goal of the project was to identify and evaluate potential archaeological sites that might be eligible for the State or National Registers within the proposed project area as well as meet the objective of the research design. He assisted in all aspects of the field survey, including site recordation using appropriate methods and state forms. The survey resulted in the recordation of several unrecorded historic and prehistoric sites.

**Lab Technician, Santa Barbara Trust for Historic Preservation**

***Rancho San Julian Foundation Excavation, Santa Barbara Trust for Historic Preservation, Santa Barbara, CA***

Mr. Nichols was responsible for cleaning, sorting, weighing, and cataloging historic and prehistoric artifacts that were excavated from the foundation of the original Rancho San Julian Adobe. This information was entered into a Microsoft Access Database belonging to the Santa Barbara Trust for Historic Preservation.



## EXHIBIT B

### PAYMENT ARRANGEMENTS Periodic Compensation at Selected Tasks

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **99,042.46**.
- B. 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.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each task. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for services within 30 days of presentation, provided that COUNTY shall withhold 30 percent of the amount of each invoice pending satisfactory completion of the task for which the invoice applies. COUNTY shall pay any such withheld amounts within 30 days following satisfactory and timely completion of the task. CONTRACTOR shall not commence work unless and until COUNTY issues a Notice to Proceed.

Total Contract Amount Maximum Amount Chargeable	Milestone Description
\$ 3,148	Task 1 – Revise Project Description and Environmental Setting
\$ 25,597	Task 2 – ADEIR and Technical Studies
\$ 13,051	Task 3 – DEIR and Technical Appendices
\$ 1,848	Task 4 – Written Summary of Comments at Public Hearing on the Draft EIR
\$ 10,487	Task 5 – Response to Comments on Draft EIR
\$ 8,333	Task 6 – Administrative Final EIR
\$ 9,307	Task 7 – Draft Final EIR
\$ 5,181	Task 8 – Final EIR
\$ 4,280	Task 9 – Meetings
\$ 4,892	Task 10 – Draft Planning and CEQA Finding (Optional Task)
\$ 12,918	Contingency
\$ 99,042	Total

The final task payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory.

- D. 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.

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

#### INDEMNIFICATION

##### Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

##### Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including 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.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

*"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."*

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

RECEIVED

APR 29 2013



# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
04/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Morristown NJ Office 44 Whippany Road, Suite 220 Morristown NJ 07960 USA		<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS:	
<b>INSURED</b> AMEC Environment & Infrastructure, Inc. 104 West Anapamu Street Suite 204A Santa Barbara CA 93101 USA		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: American Zurich Ins Co 40142 INSURER B: ACE American Insurance Company 22667 INSURER C: INSURER D: INSURER E: INSURER F:	

Holder Identifier :

Certificate No : 570049669194

COVERAGES CERTIFICATE NUMBER: 570049669194 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY			G24553401	05/01/2013	05/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC350486612	05/01/2013	05/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project Start Date: Approx 2/2012, Project End Date: Approx 3/2013, Estimated Contract Price: \$200,000.00. where required by written contract, County of Santa Barbara Planning and Development Department, County officers, agents and employees are included as additional insured as respect to General Liability Policy.

## CERTIFICATE HOLDER

## CANCELLATION

County of Santa Barbara Planning and Development Department Attn: Kevin Drude Supervising Planner 123 East Anapamu Street Santa Barbara CA 93101 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc</i>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
04/18/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services Northeast, Inc. Morristown NJ Office 44 Whippany Road, Suite 220 Morristown NJ 07960 USA		<b>CONTACT</b> NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390 E-MAIL ADDRESS:	
APR 29 2013 S.B. COUNTY PLANNING & DEVELOPMENT		<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> AMEC Environment & Infrastructure, Inc. 104 West Anapamu Street Suite 204A Santa Barbara CA 93101 USA		<b>NAIC #</b>	
		INSURER A: Zurich American Ins Co 16535	
		INSURER B: American Zurich Ins Co 40142	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER: 570049669215** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPIOP AGG
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP 9483148-02	05/01/2013	05/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION					EACH OCCURRENCE AGGREGATE
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC350486612	05/01/2013	05/01/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Archit&Eng Prof		EOC938357805 SIR applies per policy terms & conditions	05/01/2013	05/01/2014	Any One Claim/Aggr. \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: 1255101006, Project Description: Goleta Beach County Park Managed Beach Retreat Project 2.0, Project Start Date: May-01-2012, Project Completion Date: Sep-01-2013, Estimated Contract Price: \$176,449.00. where required by written contract, County of Santa Barbara, Planning & Development its officers, agents, and employees is included as additional insured as respect to Auto Liability Policy. This insurance will be Primary and Non-Contributory to the Auto Liability policy with respect to any other available insurance to the Additional Insureds where required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

County of Santa Barbara, Planning & Development Attn: Mr. Kevin Drude 123 E. Anapamu Street Santa Barbara CA 93101 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services Northeast Inc.</i>