



PUBLIC WORKS – TRANSPORTATION

CONTRACT SUMMARY

BD BC23266

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000) or to Purchasing (<\$100,000). See also: Auditor-Controller Intranet Policies->Contracts, Form is not applicable to revenue contracts.

D1.	Fiscal Year	2023/2024
D2.	Department Name:	Public Works - Transportation
D3.	Contact Name:	Kalani Durham
D4.	Contact Telephone:	(805) 568-3110
K1.	Contract Type:	Professional Services
K2.	Brief Summary of Contract Description/Purpose:	professional environmental and engineering services
K3.	Department Project Number:	862372
K4.	Total Contract Amount:	\$311,172.00
K4a	Original Bid Amount:	\$ 288,884.08
K4a	Supplemental:	\$ 00
K4b	Contingency:	\$ 28,287.92
K5.	Contract Begin Date:	March 5, 2024
K6.	Original Contract End Date:	December 31, 2025
K7.	Amendment? (Yes or No):	No
K8.	New Contract End Date:	Per terms of Contract
K9.	Total Number of Amendments:	0
K10.	This Amendment Amount:	\$N/A
K11.	Total Previous Amendment Amounts:	\$N/A
K12.	Revised Total Contract Amount:	\$N/A
B1.	Is this a Board Contract? (Yes/No):	Yes
B1a	Intended Agenda Date:	March 5, 2024
B2.	Number of Workers Displaced (if any):	None
B3.	Number of Competitive Bids (if any):	2
B4.	Lowest Responsive Bid Amount (if bid):	\$ 288,884.08
B5.	If Board waived bids, show Agenda Date:	N/A
	and Agenda Item Number:	N/A
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph):	N/A
F1.	Fund Number:	0017
F2.	Department Number:	054
F3.	Line Item Account Number:	7460
F4.	Project Number (if applicable):	862372
F5.	Program Number (if applicable):	2830
F6.	Org Unit Number (if applicable):	0600
F7.	Payment Terms:	NET 30
V1.	Auditor-Controller Vendor Number:	194606
V2.	Payee/Contractor Name:	EMC Planning Group Inc.
V3.	Mailing Address:	601 Abrego Street
V4.	City State (two-letter) Zip (include +4 if known):	Monterey, CA 93940
V5.	Telephone Number:	(831) 649-1799 ext. 201
V6.	Vendor Contact Person:	Michael J. Groves
V7.	Workers Comp Insurance Expiration Date:	12/01/2024
V8.	Liability Insurance Expiration Date:	12/01/2024
V9.	Contractor or Consultant Professional License Number:	N/A
V10	Verified by (print name of county staff):	Andrea Geis
V11	Company Type	CORPORATION

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



PUBLIC WORKS – TRANSPORTATION

CONTRACT SUMMARY

BD _____ - _____

Date: February 7, 2024

Authorized Signature: Andrea Geis



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Public Works
Department No.: 054
For Agenda Of: March 5 2024
Placement: Administrative
Estimated Time: N/A
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors
FROM: Department Scott D. McGolpin, Public Works Director, 568-3010
Director
Contact Info: Chris Sneddon, Deputy Director, Transportation, 568-3064
SUBJECT: Agreement for Services of Independent Contractor for Santa Maria River Levee
Bike Trail Project, County Project No. 862372; Fifth Supervisorial District

County Counsel Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

- a) Approve and authorize the Chair to execute the Agreement for Services of Independent Contractor with EMC Planning Group Inc. (not a local vendor), for an Agreement amount up to **\$311,172.00**, which includes a contingency amount of \$28,287.92, to provide professional engineering and environmental services for the Santa Maria River Levee Bike Trail Project; County Project No. 862372; Fifth Supervisorial District;
- b) Approve and authorize the Director of Public Works, or designee, to, in accordance with the Agreement: extend the period of performance for up to one additional year (§ 4.B); make immaterial amendments (§ 34); and, suspend performance (§ 46.); and
- c) Determine the above actions are not a project under the California Environmental Quality Act guidelines pursuant to Section 15378(b)(5) because it consists of organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

Summary Text:

This item is on the agenda to approve the Agreement for Services of Independent Contractor for design and environmental services for the Santa Maria River Levee Bike Trail Project with EMC Planning Group Inc., an environmental planning firm based in Monterey County. A Request for Proposals (RFP) was issued for the preliminary environmental review, permitting, and bike trail safety design services of the

proposed public bike trail along the Santa Maria River levee. Public Works evaluated the two proposals received based upon the selection criteria defined in the RFP. Staff determined that EMC Planning Group Inc. was the highest ranked responsive proposer, and met the required qualifications and experience. Pursuant to the successful negotiations, Public Works recommends awarding this contract to EMC Planning Group Inc. based upon staff's findings from the review of the proposals.

Approval of this agreement would allow the contractor, EMC Planning Group Inc., to assist Public Works in completing the environmental review and documentation consisting of an Environmental Impact Report (EIR), National Environmental Policy Act (NEPA) and Section 408 permitting as well as prepare conceptual design plans.

Background:

The Santa Maria River Levee System (levee) is a 17-mile stone-revetted levee located along the south side of the Santa Maria River. The levee was designed to convey peak flows on the Santa Maria River from the confluence of the Cuyama and Sisquoc Rivers downstream to Highway 1 near the City of Guadalupe.

In 2020, the Santa Barbara County Board of Supervisors accepted a grant from the California Coastal Conservancy to develop the Santa Maria River Levee Trail Study to serve as an informational tool. The goal of the study was to engage with the community and help identify constraints and opportunities associated with the trail. The proposed trail is identified or referenced in previously adopted plans and policies in the region. The levee trail study is separate but related to a study prepared by the California Coastal Conservancy that studies potential trail alignments for a trail from the City of Guadalupe to the beach.

Published in 2022, the levee trail study area consists of an approximately 6.7-mile-long segment of the levee that stretches from the western terminus of the Tom Urbanske Multi-Purpose Trail in the City of Santa Maria to the City of Guadalupe. This segment of the levee is surrounded by agricultural lands on the south side with areas of farmland north of the levee within the riverbed. The levee is a highly regulated facility that protects life and property in the Santa Maria Valley. Therefore, the US Army Corps of Engineers (USACE) must grant permission, via a Section 408 Permit, for any physical improvements or proposed use of the levee to determine if the trail will impair the usefulness of the levee as a USACE civil works project.

If the agreement on the agenda is approved, the next steps are to continue with the environmental review and conceptual design work as well as seek a Section 408 permit for the project.

Fiscal and Facilities Impacts:

Budgeted: Yes

Fiscal Analysis:

<u>Funding Source</u>	<u>Total One Time Project Cost</u>
SCE Settlement Funds	\$311,172.00
Total:	\$311,172.00

Narrative: The Project costs, including contingencies, is funded by the SCE Settlement funds, budgeted in Fund 0017, Dept 054, LIA 7460, Program 2830, Org. 0600

Special Instructions:

Please forward the following items to Yanette Luna in the Public Works Department, Transportation Division, 123 E. Anapamu Street, 805.568.3094:

- Email a Minute Order approving these recommendations to Yanette Luna at yluna@countyofsb.org
- One duplicate original executed amendment signature page, one complete original to remain with Clerk of the Board

Attachments:

Attachment A: Agreement for Services of Independent Contractor between County of Santa Barbara and EMC Planning Group Inc. for the Santa Maria River Levee Bike Trail Project, County Project No. 862372.

Authored by:

Kalani Durham, Environmental Coordinator, (805) 568-3110



County of Santa Barbara BOARD OF SUPERVISORS

Minute Order

March 5, 2024

Present: 5 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

PUBLIC WORKS DEPARTMENT

File Reference No. 24-00201

RE: Consider recommendations regarding an Agreement for Services of Independent Contractor for Santa Maria River Levee Bike Trail Project, County Project No. 862372, Fifth District, as follows:

- a) Approve and authorize the Chair to execute the Agreement for Services of Independent Contractor with EMC Planning Group Inc. (not a local vendor), for an Agreement amount up to **\$311,172.00**, which includes a contingency amount of \$28,287.92, to provide professional engineering and environmental services for the Santa Maria River Levee Bike Trail Project;
- b) Approve and authorize the Director of Public Works, or designee, to, in accordance with the Agreement: extend the period of performance for up to one additional year (Section 4.B); make immaterial amendments (Section 34); and, suspend performance (Section 46.); and
- c) Determine the above actions are not a project under the California Environmental Quality Act guidelines pursuant to Section 15378(b)(5) because it consists of organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.

Claire Wineman addressed the Board.

A motion was made by Supervisor Hartmann, seconded by Supervisor Lavagnino, that this matter be acted on as follows:

- a) Approved and authorized; Chair to execute;
- b) Approved and authorized; and
- c) Approved.

The motion carried by the following vote:

Ayes: 4 - Supervisor Williams, Supervisor Capps, Supervisor Hartmann, and Supervisor Lavagnino

Abstained: 1 - Supervisor Nelson

ATTACHMENT A – COUNTY STANDARD AGREEMENT

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

Attachment A contains the Standard Agreement used by the County for technical services and added clauses by the State Auditors; no changes will be made to the Standard Agreement language. Contractors are required to review the Standard Agreement and acknowledge their acceptance of the terms of the Standard Agreement language in the space provided below. Failure to acknowledgement acceptance of the Standard agreement language will cause the rejection of the proposal without further consideration.

EMC Planning Group Inc. acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent Contractors."

Signature: 

Michael J. Groves, AICP
President & Senior Principal

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 **EMC Planning Group Inc.** with an address at **601 Abrego Street, Monterey, CA 93940** (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and County agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Kalani Durham at phone number **(805) 568-3110** is the representative of County and will administer this Agreement for and on behalf of County. **Stuart Poulter** at phone number **(831) 649-1799 ext. 216** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated County representative may also be referred to herein as the "Contract Administrator."

2. NOTICES

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

To County: **Kalani Durham, County of Santa Barbara, Public Works Department, 123 E Anapamu St, Santa Barbara, CA 93101, (805) 568-3000, kdurham@countyofsb.org**

To CONTRACTOR: **Stuart Poulter, EMC Planning Group Inc., 601 Abrego Street, Monterey, CA 93940, (831) 649-1799 ext. 216, poulter@emcplanning.com**

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

3. SCOPE OF SERVICES

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

4. PERFORMANCE PERIOD

- A. CONTRACTOR shall commence performance on **March 12, 2024** and end performance upon completion, but no later than **December 31, 2025** unless otherwise directed by County or unless earlier terminated.
- B. The Director of Public Works, or designee, may extend the period of performance of this Agreement for up to a period of one year by giving written notice of extension to CONTRACTOR.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Clause 2 "NOTICES" above following completion of the increments identified on Exhibit B. Unless otherwise specified on Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent CONTRACTOR as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, County shall retain the right to administer this

Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save County harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to County pursuant to this Agreement, shall be prepared in a manner consistent with the standards normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. DEBARMENT AND SUSPENSION MANDATORY DISCLOSURE

- A. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.
- D. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, which certifies that CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility for participation in any state or local government agency contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

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

10. CONFLICT OF INTEREST

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

- B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.
- D. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this Agreement is also employed by the construction CONTRACTOR for any project included within this Agreement.
- F. Except for subcontractor whose services are limited to materials testing, no subcontractor who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

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

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

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

- A. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- B. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT
- D. 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.
- E. **Statement of Compliance California:**
 - 1) CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
 - 2) During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
 - 3) CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full
- F. **Federal Assurances:**
 - 1) The CONTRACTOR, with regard to the work performed under this AGREEMENT, shall act in accordance

with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

- 2) The CONTRACTOR shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subcontractors.
- 3) CONTRACTOR, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONTRACTOR, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.
- 4) Solicitations for subcontractors, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- 5) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by COUNTY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to COUNTY, and shall set forth what efforts it has made to obtain the information.
- 6) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, COUNTY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies,
 - b. and/or Cancellation, termination or suspension of the Agreement in whole or in part.

G. **Pertinent Non-Discrimination Authorities:** During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- 2) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 3) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- 9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-

Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

- A. **By County.** County may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
 - 1) **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
 - 2) **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify CONTRACTOR of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.
 - 3) **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should County fail to pay CONTRACTOR all or any part of the payment set forth in Exhibit B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, County shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have

been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

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

32. PRECEDENCE

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

33. HANDLING OF PROPRIETARY INFORMATION

CONTRACTOR understands and agrees that certain materials which may be provided by County may be classified and conspicuously labeled 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.

34. IMMATERIAL AMENDMENTS

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

35. 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 Agency Contact Person. CONTRACTOR further agrees that all media requests for communication will be referred to County's responsible personnel.

36. FEDERAL AND STATE PREVAILING WAGE RATES

As applicable:

- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. No CONTRACTOR or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- E. Payroll Records
 - 1. As Each CONTRACTOR and Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or Subcontractor in connection with the public work. Each

payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- i. The information contained in the payroll record is true and correct.
 - ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
 - i. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
 - ii. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.
 - iii. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or Subcontractor performing the work shall not be marked or obliterated.
5. The CONTRACTOR shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONTRACTOR or Subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- F. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.
- G. Penalty
 1. The CONTRACTOR and any of its Subcontractors shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONTRACTOR or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or Subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage

rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or Subcontractor.

4. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONTRACTOR and the Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
 - c. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
 - d. Prior to making final payment to the Subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COUNTY shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

H. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONTRACTOR shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONTRACTOR or any of its Subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

I. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONTRACTOR and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONTRACTORS and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONTRACTOR and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

37. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowable cost(s) of individual items.
- B. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super or Omni Circular)

- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under applicable Federal Regulations, are subject to repayment by CONTRACTOR to County.
- D. When a CONTRACTOR or Subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply."
- E. All subcontracts shall contain the above provisions.

38. SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between County and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to County for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from County's obligation to make payments to the CONTRACTOR.
- B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by County's designated representative, except that, which is expressly identified in the approved Cost Proposal.
- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by County.
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- E. Any substitution of subcontractor(s) must be approved in writing by County's designated representative prior to the start of work by the subcontractor(s).
- F. Prompt Progress Payment
CONTRACTOR or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or subcontractor to a subcontractor, CONTRACTOR or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

- G. Prompt Payment of Withheld Funds to Subcontractors
No retainage will be held by the County from progress payments due to CONTRACTOR.
CONTRACTORS and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

39. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with **Wallace Group, AMBIENT Air Quality & Noise Consulting, and Long Historic Preservation Services** as identified in **Exhibit A-1**. 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. CONTRACTOR shall ensure subcontractor's compliance with California Labor Code, including but not limited to the payment of prevailing wage when required.

40. EQUIPMENT PURCHASES

- A. Prior authorization in writing, by County's designated representative shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by County's designated representative; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

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

- C. All subcontracts shall contain the above provisions.

41. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County's Deputy Director - Finance and Administration for Public Works.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by County will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this Agreement.
- D. CONTRACTOR and subcontractor Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, County, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by County to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by County at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, County or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the County to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included

in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

- 1) During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide and other applicable procedures and guidelines is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
 - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) -the accepted rate will be eighty-five percent (85%) of the proposed rate.
 - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- 2) If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
 - 3) If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
 - 4) CONTRACTOR may submit to County final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of County; and, (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between County and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

42. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

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

- 1) No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

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

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

45. PROCUREMENT OF RECOVERED MATERIALS

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

46. SUSPENSION FOR CONVENIENCE

County may without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

47. DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS

CONTRACTOR must submit Local Assistance Procedures Manual Exhibit 9-F, 'Disadvantaged Business Enterprise (DBE) Running Tally of Payments,' no later than the 10th day of the following month after submitting an invoice for reimbursement. Form must also be emailed to Business.Support.Unit@dot.ca.gov.

- A. CONTRACTOR or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The COUNTY shows a contract goal for DBEs. CONTRACTOR shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

CONTRACTOR shall meet the DBE goal shown elsewhere in this Agreement or demonstrate that they made adequate good faith efforts to meet this goal. It is CONTRACTOR's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUPC) database and possess the most specific available North American Industry Classification System (NAICA) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONTRACTOR is responsible to document the verification record by printing out the CUCP date for each firm. A list of DBEs certified by the CUCP can be found at <https://ucp.dot.ca.gov/index2.jsp>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONTRACTOR purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.

- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONTRACTORS who enter into a federally-funded agreement will assist the COUNTY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 0 %. Participation by DBE CONTRACTOR or subcontractors shall be in accordance with information contained in Exhibit 10-02: CONTRACTOR Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

C. CONTRACTOR can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONTRACTOR must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONTRACTOR has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONTRACTOR from future proposing as non-responsible

E. Termination and Substitution of DBE Subcontractors

CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONTRACTOR obtains the COUNTY's written consent. CONTRACTOR shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 CONTRACTOR Contract DBE Commitment form, included in the Bid.

CONTRACTOR may request to use other forces or sources of materials if CONTRACTOR shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
3. Work requires a Professional license and listed DBE does not have a valid license under CONTRACTORS License Law.

4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The COUNTY determines other documented good cause.

CONTRACTOR shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONTRACTOR and the COUNTY of the reasons why the use of other forces or sources of materials should not occur.

CONTRACTOR's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONTRACTOR to the DBE regarding the request.
3. Notices from the DBEs to CONTRACTOR regarding the request.

If a listed DBE is terminated or substituted, CONTRACTOR must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

F. Commitment and Utilization

The COUNTY's DBE program includes a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CONTRACTOR shall:

1. Notify the COUNTY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If CONTRACTOR is a DBE CONTRACTOR, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONTRACTOR in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONTRACTOR in writing of the certification date. CONTRACTOR shall submit the notifications to the COUNTY. On work completion, CONTRACTOR shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY within 30 days of contract acceptance.

Upon work completion, CONTRACTOR shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within 90 days of contract acceptance. The COUNTY will withhold \$10,000 until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

The COUNTY's reports of DBE participation to Caltrans, include both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT, as set forth in 49 CFR § 26.55.
- J. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONTRACTOR's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subcontractor is decertified during the life of the AGREEMENT, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the AGREEMENT, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to business.support.unit@dot.ca.gov with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

48. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to County for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or County governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. County has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

49. SAFETY

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code § 591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code § 6500 and § 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

50. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONTRACTOR hereby states under penalty of perjury that

no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

51. PROMPT PAYMENT FROM THE COUNTY TO CONTRACTOR

The County shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONTRACTOR on a professional service contract. If the County fails to pay promptly, the County shall pay interest to the CONTRACTOR, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the County shall act in accordance with both of the following:

- a. Each payment request shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

Any payment request determined not to be a proper payment request suitable for payment shall be returned to County as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

52. PROHIBITION ON CERTAIN TELECOMM PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
- B. Procure or obtain;
- C. Extend or renew a contract to procure or obtain; or
- D. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- E. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- F. Telecommunications or video surveillance services provided by such entities or using such equipment.
- G. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- H. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- I. See Public Law 115-232, section 889 for additional information.
- J. See also 2 CFR § 200.471.

53. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:

- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

54. TITLE VI ASSURANCES

APPENDICES of the TITLE VI ASSURANCES

CONTRACTOR shall comply with the following Appendices of the Title VI Assurances as shown below. CONTRACTOR must include any applicable Title VI Assurances in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (herein collectively referred to as CONTRACTOR agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR’S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR’s noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land” that:
- 1) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CONTRACTOR SIGNATURE PAGE

Agreement for services and work to be performed by CONTRACTOR between the County and CONTRACTOR.

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

CONTRACTOR:

Michael J. Groves

EMC Planning Group Inc.

601 Abrego Street

Monterey, CA 93940

License No.

Business Type: Corporation

groves@emcplanning.com

(831) 649-1799 ext 201

By:



Authorized Representative

Date:

2-7-24

COUNTY SIGNATURE PAGE

Agreement for services and work to be performed by CONTRACTOR between the County and CONTRACTOR.


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

ATTEST:

Mona Miyasato

County Executive Officer

Clerk of the Board

By: 
Deputy Clerk

COUNTY OF SANTA BARBARA:

Steve Lavagnino

By: 
Chair, Board of Supervisors

Date: 3-5-24

RECOMMENDED FOR APPROVAL:

Scott D. McGolpin

Director of Public Works


By: 
2C7CB1830C5741F...
Department Head

Date: 2/15/2024 | 1:25 PM PST

APPROVED AS TO FORM:

Greg Milligan

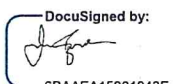
Risk Manager

By: 
05F555F00269466...
Deputy

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA

Auditor-Controller

By: 
6BAAEA15901943F...
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem

County Counsel


By: 
5DB10F553F3444F...
Deputy County Counsel

Exhibit A – Statement of Work

Stuart Poulter (EMC Planning Group Inc.) shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of County's Designated Representative.

4.0 Statement of Work

4.1 CEQA and NEPA/Section 408 Permitting Scope of Work & Deliverables

In accordance with instructions provided in the Request for Proposals (RFP), EMC Planning Group will prepare and deliver the following CEQA documents as part of the CEQA compliance process:

- Notice of Preparation, Project Description, Environmental Setting, and Description of Project Alternatives;
- Schedule Updates (updated project schedules to be submitted to the County at various intervals throughout the project process);
- Administrative Draft EIR and Technical Studies;
- Draft EIR and Technical Appendices;
- Written Summary of Comments at the Public Hearing on the Draft EIR;
- Responses to Comments on the Draft EIR;
- Administrative Final EIR;
- Draft Final EIR;
- Final EIR;
- CEQA Findings and Statement of Overriding Considerations; and
- Submit NEPA Documentation and Section 408 Permit to the U.S. Army Corps of Engineers (USACE).

Meetings with County of Santa Barbara (County) Planning staff and trustee and responsible agencies, as well as scoping hearings, public outreach hearings, and public hearings have also been incorporated into this work program. Each component of the work program is discussed below.

Note Regarding Electronic & Hard Copy Deliverables

All electronic deliverables will be compatible with Microsoft Word 2010. All hard copies of deliverables will be double-sided, printed on recycled paper and spiral bound. All electronic submittals will be divided into chapters and file sizes that can be easily published on Public Works website.

4.1.1 Kick-Off Meeting and Initial Site Visit

EMC Planning Group and Wallace Group staff will attend an in-person project kick-off meeting with County staff to discuss topics including communications protocols, key environmental issues, potential public controversy, potential project alternatives, etc. In conjunction with the in-person

kick-off meeting, EMC Planning Group staff will conduct an initial site visit to document and photograph the existing project site setting and conditions.

4.1.2 Project Management/Coordination and Progress Meetings

EMC Planning Group, in collaboration with Wallace Group, will provide ongoing project management throughout the process, including coordination with subconsultants, County Planning staff, and outside regulatory agencies, including, but not limited to, the Santa Barbara County Flood Control and Water Conservation District. EMC Planning Group will hold periodic progress meetings (via Zoom) with County staff at a time and frequency that will be determined at the project kick-off meeting. However, this scope and budget assumes that up to 11 staff meetings (in addition to the kick-off meeting discussed above) will be attended virtually. EMC Planning Group will also work with Wallace Group to develop and maintain a project schedule and prepare status reports submitted to the County on a monthly basis.

4.1.3 Prepare Notice of Preparation, Project Description, Environmental Setting, and Description of Project Alternatives

Prepare Notice of Preparation

Prepare a draft notice of preparation for review and approval by County staff. Prepare a final notice of preparation and distribute to the State Clearinghouse, the County Clerk, and the County's list of local and regional agencies.

The following sections of the EIR will be prepared and submitted to County staff as a first deliverable in order to provide the framework for the rest of the environmental analysis:

Environmental Setting

This section will include a discussion of the existing, physical environmental setting at the project site by which the proposed project will be evaluated.

Project Description

EMC Planning Group staff will prepare a draft project description, in coordination with County staff, for inclusion in the administrative draft EIR.

Description of Project Alternatives

According the RFP, the following options for the project alternatives will be considered in the EIR:

1. Development of the bike trail on the existing Santa Maria River levee within the existing footprint.
2. Evaluate a new design alternative to reduce the footprint of the levee.
3. Evaluate the alternatives design, including different surfaces, types of fencing to accommodate wildlife and flood control maintenance activities, etc.

4. Other design options that may achieve the project goals and can be permitted by regulatory agencies.
5. No project.

Wallace Group will assist EMC with the examination and consideration of project alternatives. The team assumes up to two (2) alternatives will be developed for consideration. Wallace Group's transportation and landscape architecture teams will help develop draft concept plans showing trail width, trail riding surface, fencing or barrier locations, potential locations and needs for future resting stations, restroom facilities and hydration stations, access ways, access gates and general layout.

The sheets are assumed to be 100-scale, 11"x17" and will include up to three (3) typical sections of the alignment and two (2) enlargements of the staging areas. We assume a total of ten (10) sheets are needed for each alternative.

Wallace Group will assist EMC with also assist with the Alternatives Analysis document which may include a basis of design narrative for each alternative, material descriptions, and cost analysis to insert into the Alternatives Analysis document.

Deliverables

One reproducible electronic copy (Microsoft Word 2010 compatible and PDF) via email, Drop Box or FTP site.

These components of the EIR will be submitted as a standalone document to be delivered to the County within thirty (30) working days after the County authorizes work to proceed on the contract.

4.1.4 Prepare Administrative Draft EIR and Technical Studies

EMC Planning Group will prepare an administrative draft EIR for review by the County, incorporating the responses to the notice of preparation to ensure all relevant concerns raised are addressed within the document.

The administrative draft EIR will include the analysis from all applicable technical studies including tables and exhibits for easy data presentation. All environmental impact topics will include a description of the existing conditions, potential project impacts (both onsite and offsite as may be necessary), significance conclusions, and identification of mitigation measures, as necessary. EMC Planning Group will prepare the administrative draft EIR based on the scope of topics summarized below.

Based on a preliminary understanding of the proposed project, EMC Planning Group staff assume the following environmental topics will not be addressed further in the EIR:

- Land Use and Planning. The project would not divide an established community. The EIR will include a thorough analysis of the County's general plan policies applicable to the project area.

See EIR scope of work section “Consistency with Applicable County of Santa Barbara General Plan Goals and Policies”;

- Mineral Resources. This section will address any known mineral resources in the area;
- Population and Housing. The project would not affect population or housing;
- Public Services. This section will address fire protection, police protection, school, and other public facility; however, it is anticipated that there would be no impacts or that the impacts would not be significant;
- Public Safety. The County’s public safety thresholds apply to risks stemming from oil and gas well facilities, gas and hazardous liquids pipelines, and other associated oil and gas facilities. The proposed project is a bike trail and does not involve any oil and gas facility or pipeline. Therefore, this issue will not be addressed further in the EIR;
- Transportation. The proposed project would not result in operational transportation impacts. However, construction of the project would result in traffic and therefore, vehicle miles traveled during construction will be reported, but primarily for use in the air quality, greenhouse gas emissions, and energy sections of the EIR. Construction-related trip generation data will be obtained from the County;
- Utilities and Service Systems. The project is a construction project and would not result in long-term impacts on water systems, wastewater systems, solid waste facilities, storm water drainage facilities, telecommunication facility, or power facilities; and
- Wildfire. The project site is located within a “Local Responsibility Area” according to the California Department of Fire and Forestry Protection (CAL FIRE) and is not located within “Very High” or “High” Fire Hazard Severity Zone. Therefore, this issue would not be addressed further in the EIR.

Consistency with Applicable County of Santa Barbara General Plan Goals and Policies

This section will include an analysis of the proposed project’s consistency with environmental goals and policies in these regulations. The policy analysis, presented in table format, will focus on visual aesthetics, agricultural resources, biological resources, cultural resources, noise, surface and storm water quality, and transportation. However, it will also address other applicable environmental policies.

Agricultural Resources

Large portions of the adjacent areas immediately south of the proposed levee bike trail are designated as “Unique Farmland” or “Prime Farmland” according to the California Department of Conservation “Santa Barbara County Important Farmland 2018” map. As noted in the County’s *Environmental Thresholds and Guidelines Manual*, “adjacent land uses can play an important role in the continuing suitability and productivity of a property for agricultural uses. In general, being

surrounded by agricultural or open space is conducive to continued agricultural use, while encroachment of urban uses may be problematic.”

In accordance with the County’s *Environmental Thresholds and Guidelines Manual*, the EIR will address the County’s following thresholds associated with agricultural resources to analyze the proposed project’s potential impacts to agricultural resources:

- Will the proposal result in the conversion of prime agricultural land to nonagricultural use, impairment of agricultural land productivity (whether prime or nonprime), or conflict with agricultural preserve programs?
- Will the proposal result in any effect [potentially significant adverse effect] upon any unique or other farmland of State or Local Importance?

The County’s thresholds for determining agricultural resource impacts provide a methodology for evaluating agricultural resources. These guidelines utilize a weighted point system to serve as a preliminary screening tool for determining significance. The tool assists planners in identifying whether a discretionary act would result in the conversion of a parcel which qualifies as viable using the weighting system, from an agricultural use to a non-agricultural use or the substantial disruption of surrounding agricultural operations. A project which would result in the loss or impairment of agricultural resources would create a potentially significant impact. The proposed project will be evaluated utilizing the County’s thresholds and guidelines for determining agricultural resource impacts, with a particular focus on impacts to adjacent agricultural uses, and the conclusions of the analysis will be presented in this EIR section.

Air Quality, Greenhouse Gas Emissions, and Energy

The project site is located in the South Central Coast Air Basin (air basin). The Santa Barbara Air Pollution Control District (air district) has jurisdictional authority within the air basin. The proposed project would generate criteria air pollutant emissions during construction. Operational impacts are not anticipated. This section of the EIR will address whether the project would conflict with or obstruct implementation of the applicable air quality standards, result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment, and create air pollutant concentrations that could create risk for public health.

Emissions Modeling

The California Emissions Estimator Model (CalEEMod) will be used to calculate construction-related criteria air pollutant and greenhouse gas (GHG) emissions, from diesel and gasoline powered equipment, paving, and other activities based on project specific information. The model assumptions and methodology will be incorporated into the EIR and the modeled results will be presented in appendices of the final document.

The following tasks will be completed:

- Review the project description to identify proposed construction information for use as model data inputs; and
- Conduct a single model run to quantify the construction emissions generated from the proposed project under unmitigated conditions.

Air Quality Analysis

The air district provides direction for air quality analysis. In January 2022, the air district released a limited update to its *Scope and Content of Air Quality Sections in Environmental Documents*, which provides guidance for assessing and mitigating air quality impacts of development projects. This document will be the primary guidance used in the air quality analysis.

Implementation of the proposed multi-purpose trail would generate criteria air pollutant emissions during construction. Emissions from construction activities represent temporary impacts that are typically short in duration, depending on the size, phasing, and type of project. Air quality impacts can nevertheless be acute during construction periods, resulting in significant localized impacts to air quality. Although the air district currently does not have quantitative thresholds of significance for short-term emissions in place, CEQA requires that short-term impacts, such as exhaust emissions from construction equipment and fugitive dust generation during grading, be discussed in the environmental document. CalEEMod results will be used to quantify construction emissions for informational purposes.

The following tasks will be completed:

- Describe the physical and climatological characteristics of the air basin, existing air pollutant conditions, and health effects of air pollutants;
- Review and describe current air district documents, policies, and applicable regulatory requirements;
- Review and disclose modeled criteria air pollutant emissions results in line with air district's guidance for short-term and construction related emissions;
- Identify project sources of hazardous air pollutants and health risks associated with them, based on locations of sensitive receptors; and
- If necessary, identify "Best Management Practices" to control construction dust or particulate matter emissions, including equipment exhaust, that should be considered as conditions of project approval to minimize the short-term impact of construction related emissions.

Greenhouse Gas Emissions Evaluation

The following tasks will be completed to assess construction GHG effects:

- Briefly summarize the existing climate change setting;
- Briefly summarize applicable existing climate change policy and regulatory setting;

- Present County-proposed measures or features of the project that could reduce energy demand and GHG emissions, if any; and
- Reference the CalEEMod results to identify the projected total GHG emissions volume.

Energy Analysis

The proposed project will require energy for construction. The primary common types of energy consumed during construction and operations of land use projects are transportation fuel, electricity, and natural gas. For the proposed project energy demand will be limited to short-term construction activities and more focused on transportation fuel and construction equipment fuel demand. The energy impact analysis will be qualitative given that there are no quantitative thresholds for determining whether the energy needs of a project would be wasteful, inefficient, or unnecessary, or if for a construction project, whether it would conflict with a state or local plan for renewable energy or energy efficiency.

Biological Resources

Based on a preliminary review of aerial photographs, the proposed trail will predominantly be confined to the existing gravel-topped Santa Maria River levee. Where the trail starts in Guadalupe and ends in Santa Maria, the proposed trail corridor may impact areas of annual grassland and channelized drainages identified in the *National Wetlands Inventory* (U.S. Fish and Wildlife Service 2023). Given their inclusion in the inventory, it is possible that the channelized drainages fall under the jurisdiction of the U.S. Army Corps of Engineers, the Santa Barbara County Flood Control and Water Conservation District, Regional Water Quality Control Board and/or the California Department of Fish and Wildlife.

According to the *California Natural Diversity Database* (California Department of Fish and Wildlife 2023), there are a number of special-status species with the potential to occur within the project area, including:

- Blushing layia (*Layia erubescens*);
- La Graciosa thistle (*Cirsium scariosum* var. *loncholepis*);
- Nipomo Mesa ceanothus (*Ceanothus impressus* var. *nipomensis*);
- Monarch - California overwintering population (*Danaus plexippus plexippus*);
- California red-legged frog (*Rana draytonii*);
- western spadefoot (*Spea hammondi*);
- coast horned lizard (*Phrynosoma blainvillii*);
- Northern California legless lizard (*Anniella pulchra*);
- Western pond turtle (*Emys marmorata*);

- Swainson's hawk (*Buteo swainsoni*);
- San Joaquin kit fox (*Vulpes macrotis mutica*);
- Roosting bats; and
- Nesting birds.

This evaluation will assess potential habitat present for special-status species in the area and recommend mitigation measures for the protection of biological resources. If suitable habitat is identified, recommendations may also include the need for additional specific or protocol-level surveys to be conducted during an appropriate time of year.

The following scope of work includes tasks to conduct a reconnaissance-level biological survey and prepare a section addressing biological resources in the EIR.

Biological Assessment

A biological assessment will be prepared to address the potential for habitat for state- and federally-listed special-status species, and recommend conservation measures for the protection of biological resources. Analysis in the document will be suitable for use in future biological permitting tasks, such as the U.S. Army Corps of Engineers Section 408 permit process. It will be prepared to address the requirements of CEQA and the USACOE's Section 408 process for NEPA.

The following scope of work includes tasks to conduct a reconnaissance-level biological survey and prepare a biological assessment.

- Compile and review available project information, including preliminary site plans and aerial photographs. Conduct a review to determine the special-status species that have been recorded as occurring within the general project vicinity based on current database searches of California Department of Fish and Wildlife's *California Natural Diversity Database*, the California Native Plant Society Rare and Endangered Plant Inventory, the U.S. Fish and Wildlife Service's *Information for Planning and Consultation* database, the U.S. Fish and Wildlife Service *National Wetlands Inventory*; and other biological studies conducted in the vicinity of the project site, if available.
- Complete a reconnaissance-level field survey to (1) identify and map the principal plant communities; (2) assess the potential for special-status species and their habitats, wildlife movement corridors, potentially jurisdictional wetlands and waterways, regulated trees, and other significant biological resources to occur; and (3) identify and map any observed locations of special-status species and/or habitats. Plant and wildlife species observed during the survey will be recorded in field notes. Any special-status species observed will be reported to the California Natural Diversity Database in compliance with California Department of Fish and Wildlife permit requirements, after the information is provided to the client.

- A draft biological assessment will be prepared describing existing habitats and plant and animal species found on the project site and vicinity, and discussing the occurrence of and/or potential for special-status species and their habitats. One or more figures will be prepared to illustrate habitat types and the location(s) of special-status species occurring on or in the vicinity of the project site. Potential impacts to biological resources will be identified, and mitigation measures will be provided to minimize potential impacts when possible. A pdf version of the report will be submitted for review and comment.

Note: Focused surveys for specific plant and/or animal species are not included in this proposed scope of work. The presence or absence of certain species can be determined during the reconnaissance-level site assessment. If appropriate habitat for other sensitive species is observed during the site assessment, species-specific surveys may be required (i.e., surveys for annual plants not in bloom at the time of the reconnaissance-level survey, protocol-level surveys for special-status wildlife species, etc.).

Biological Resources EIR Section

Prepare the biological resources section of the EIR utilizing the Biological Assessment prepared in Task 1. Potential impacts to biological resources will be identified, and mitigation measures will be provided to minimize potential impacts when possible.

USACE Section 408 Permitting Support

EMC Planning Group biologists will support Wallace Group in preparing technical documentation for biological resources for the 408 Permit submittal package. This includes submittal of the Biological Assessment and participation in pre-application meetings (virtual).

Optional Task – Wetland Delineation and Report

Although not included in the original Request for Proposals, based on a review of the U.S. Fish and Wildlife Service's *National Wetlands Inventory* maps and aerial photographs, one or more features within the project boundary may be considered jurisdictional by the U.S. Army Corps of Engineers, Regional Water Quality Control Board and/or the California Department of Fish and Wildlife. The following optional task would evaluate potential impacts to these features and the report would be used in permit applications, if needed.

This task includes measuring and mapping the drainage features shown in the *National Wetlands Inventory* as potential waterways and investigating existing soil conditions in the ditches through analysis of one or more soil test pits and preparing a wetland delineation report. The drainages will be evaluated using the U.S. Army Corps of Engineers protocol, which delineates wetlands as features with the following key criteria:

- Vegetation: The dominant vegetation must consist of species that are typically adapted to grow, effectively compete, reproduce, and/or persist in anaerobic soil conditions.

- Soil: Soils present are classified as hydric, or they possess characteristics that are associated with reducing soil conditions.
- Hydrology: The area is inundated either permanently or periodically, or the soil is saturated to the surface at some time during the growing season of the prevalent vegetation.

Mapping will be completed using a GPS receiver in the field at the time of the survey. The points will be uploaded into GIS for use in calculating wetland/waterway acreage and length. U.S. Army Corps of Engineers jurisdiction is defined by the ordinary high-water mark, Regional Water Quality Control Board jurisdiction is defined by the top of bank, and California Department of Fish and Wildlife jurisdiction is defined by the edge of riparian vegetation.

A preliminary wetland/waterway delineation report will be prepared identifying potentially jurisdictional drainage features, including calculation of acreage and length of the drainage features to be impacted. The report will include the information identified in the Los Angeles U.S. Army Corps of Engineers District's *Preliminary Jurisdictional Determination Form*. The client will be provided with a draft electronic version of the report for review and comment. A final PDF version will be delivered to the client for submittal to the Los Angeles U.S. Army Corps of Engineers Los Angeles District with a request for a preliminary jurisdictional determination.

Cultural Resources (Archaeological, Historic, and Tribal Cultural Resources)

According to the County's general plan (Conservation Element), the Santa Maria River Levee is not included in the list of "historic sites" in Santa Barbara County. The levee is also not listed on the County's "Historic Landmarks" inventory nor as a "Place of Historic Merit." According to the City of Santa Maria's 2001 General Plan "Resources Management Element," the Santa Maria Valley is not a major archaeological or paleontological resource area, as only a few sites have been recorded or discovered in the area. The Resources Management Element in the City's general plan (Figure RME-5) delineates High or Moderate, Low, and Negligible archaeological sensitivity areas within the city; the project site is designated as "Archaeological Sensitivity Area 3 – Negligible Sensitivity."

However, it is generally recognized that sensitive archaeological and/or tribal cultural resources are often found along streams and other waterways. In addition, the County's general plan notes that "as very little is known at present of the archaeology of the northwestern portion of the County, every effort should be made to ensure the protection of sites in this area." Therefore, if undiscovered historic resources or unique archaeological resources are located within the project site, they could be adversely affected by the proposed project.

EMC Planning Group Registered Professional Archaeologist, Vanessa Potter, M.A., in combination with Santa Maria-based architectural historian, Amber Long, M.A., Principal Architectural Historian of Long Historic Preservation Services, would conduct the following steps to complete the cultural and tribal cultural resources sections of the EIR:

Cultural (Archaeological) Resources and Tribal Cultural Resources

Archival Record Search

Review available background research including site plans, maps, and aerial photographs, and conduct a search of the National Register of Historic Places, an archival search of the database of the California Historical Resources Information System affiliated with the California Office of Historic Preservation for the project boundary, and a Sacred Lands Search with the Native American Heritage Commission to determine if any known archaeological, historical, Sacred Sites, or Tribal Cultural Resources are recorded on or within a quarter mile of the project boundary. This information will be shared with any tribes seeking tribal consultation with the County.

Assumption: the CHRIS database search is confidential, so it is unknown if/or how many cultural resources exist within the project area. Therefore, the cost provided represents only an estimate.

Reconnaissance Survey

Conduct a reconnaissance-level archaeological pedestrian survey of the area to determine if surface indicators of historic or prehistoric archaeological resources are present. The presence of surface materials, such as shell fragments, groundstone, or debitage (lithic waste flakes), ceramics, glass, could indicate additional subsurface prehistoric or historic archaeological resources. Pre-survey work will include review of the bike trails plans: proposed access ways, gates, and layouts to ensure that cultural resources (if any) are protected. Staging areas will also be considered.

Archaeological Report

Prepare a report that describes the methodology used to conduct the survey, relevant historical and ethnographic contextual information, maps of the area, pertinent photographs, the results from the Sacred Lands search, and a summary of the results from the archival and field research. The report will identify the environmental and regulatory setting, including the likelihood of project impacts to potentially significant prehistoric or historic archaeological resources.

Cultural Resources and Tribal Cultural Resources EIR Sections

Prepare the cultural resources and tribal cultural resources sections of the EIR. The section will present the anticipated project impacts and determine their levels of significance, and include appropriate mitigation measures to avoid, minimize, and/or mitigate potentially significant impacts to cultural and tribal resources.

NEPA Documentation and Section 408 Permitting

EMC Planning Group's archaeologist will assist with NEPA documentation and support Section 408 permitting.

Tribal Consultation Assistance

This scope of work assumes that EMC Planning Group will assist County staff in conducting tribal consultation pursuant to the requirements of Assembly Bill (AB) 52. The County will send out all notifications on County letterhead and pay all postage fees, but EMC Planning Group will participate in any consultation meetings if any tribe requests consultation.

Historical (Built) Resources

Amber Long, MA, of Long Historic Preservation Services, will prepare historic resource evaluation to evaluate the Santa Maria River Levee system as detailed in [Attachment B](#). The findings of the historic resource evaluation will be incorporated into the cultural resources section of the EIR.

Noise

The proposed project would not result in any operational noise; however, construction-related traffic and on-site construction work would create noise.

AMBIENT Air Quality & Noise Consulting (AMBIENT) will conduct a construction noise analysis (utilizing the County's adopted noise thresholds) and EMC Planning Group will incorporate it into the EIR. AMBIENT's full scope of work is included as [Attachment C](#). The following tasks are proposed.

- Review relevant responses to the notice of preparation and information obtained from other public agencies;
- Calculate construction equipment noise levels. AMBIENT will review the construction information provided by the project applicant and will assign noise levels for each of the identified pieces of equipment/operations proposed for remediation. Noise levels from individual pieces of construction equipment, and from each phase of construction, will be calculated at the nearest receptors;
- Calculated noise levels will be compared to applicable thresholds to identify potential impacts at sensitive receptors in the area; and
- Mitigation measures will be presented if necessary.

Surface and Storm Water Quality

This section of the EIR would address whether the proposed project would violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality; erosion; and flood control.

The proposed project would result in a impact associated with surface and storm water quality if it would substantially alter the existing drainage pattern of the site or area, in a manner which would:

- i) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; ii) would exceed the capacity of existing or planned stormwater drainage

systems or provide substantial additional sources of polluted runoff; or iii) impede or redirect flood flows. The following tasks are proposed:

- Review relevant responses to the notice of preparation and information obtained from other public agencies;
- Consult with the Regional Water Quality Control Board (Central Coast) as necessary;
- Present the existing hydrological conditions at the project site;
- Identify the potential for water quality impacts associated with the project;
- Identify the potential for flooding associated with the project; and
- Present best management practices and/or mitigation measures, as appropriate.

Visual Aesthetics

This section of the EIR will address the potential for the proposed project to alter scenic vistas, scenic resources, and visual resource conditions in the project vicinity. The County's Open Space Element notes that "the Santa Maria River flood plain is designated as open space for public health and safety" (Santa Barbara County 2009, page 69) but the project site is not otherwise specifically noted as having high scenic value according to the County's "Scenic Values" map (Santa Barbara County 2009, page 27). According to the California Department of Transportation (Caltrans) State Scenic Highway System Map, the project site is immediately west (approximately 1.2 miles) of an eligible state scenic highway U.S. Route 101. It is noted that the segment of State Route 1 immediately to the east of the western terminus of the proposed levee trail (through the City of Guadalupe) is neither an eligible or officially designated state scenic highway.

Wallace Group will prepare photo renderings and designs of the bike trail to present the visual impacts of the project. Wallace Group's full scope of work is included as [Attachment D](#). EMC Planning Group will evaluate the simulations and conduct the impact analysis as part of the visual aesthetics section of the EIR. The following tasks will be completed:

- Review the applicable responses to the notice of preparation and information obtained from other public agencies;
- Photograph the project area from applicable viewsheds and scenic resources along the publicly accessible segments of the existing levee trail as well as photograph surrounding uses and describe the existing visual setting;
- Describe views to the project area that are available from applicable viewsheds and scenic resources and U.S. Route 101;
- Present existing and proposed images of the project site utilizing site photos and other visual representations of the project concept design to be prepared by Wallace Group;

- Evaluate the visual effects of proposed improvements on the project site and surrounding viewsheds;
- Determine if the proposed project would conflict with applicable zoning and other regulations governing scenic quality;
- Identify visual impacts that may be significant;
- Identify General Plan policies and/or County conditions of approval that may serve as mitigation measures; and
- Present additional mitigation measures as may be necessary to reduce or eliminate significant visual impacts to a less-than-significant level.

Alternatives

An analysis of up to five (5) project alternatives discussed above under Task 4.1.3, including the no project alternative, are included in the budget. The impact analysis will include a discussion of consistency with applicable regulatory requirements.

Additional and/or revised CEQA alternatives may be developed after additional consultation with County staff. A scope and cost for evaluating any additional alternatives will be submitted to the County if additional alternatives are deemed necessary to evaluate in the project EIR.

Additional Required CEQA Topics

The additional CEQA topics to be addressed in the EIR include the following:

- Cumulative Impacts;
- Significant and Unavoidable Impacts; and
- Growth-Inducing Impacts.

Deliverables

One (1) reproducible electronic copy (Microsoft Word 2010 compatible and PDF) via email.

This deliverable will be submitted to the County within ninety (90) workings days after the County authorizes work to proceed on the contract.

Assumption

County staff will distribute the administrative draft EIR for review by the appropriate County staff and will coordinate preparation of the County's comments. A comprehensive set of the comments will be sent to EMC Planning Group identifying specific revisions required prior to preparation of the public draft EIR.

4.1.5 Prepare Public Draft EIR and Technical Appendices and CEQA Noticing

EMC Planning Group will revise the administrative draft EIR and prepare a draft EIR for public review, as well as the notice of completion and notice of availability.

To provide for an efficient and timely response to public and agency comments, EMC Planning Group proposes to set up a special email address that would forward public comments directly to EMC Planning Group staff to begin reviewing and addressing during the 45 (or 60) day public review period. Public comments can be forwarded to County staff if requested.

Deliverables

One reproducible unbound copy, thirty (30) bound copies, thirty (30) electronic copies (Microsoft Word 2010 and PDF compatible) on compact disks, and two (2) electronic copies on compact disks with the files divided into chapters. The number of hard copies will be determined at the time of draft but for the purposes of this proposal, the proposed budget assumes up to thirty (30) bound copies.

One draft and one final electronic versions of the notice of completion and notice of availability. Notices will be distributed and posted consistent with the requirements of CEQA and the County.

This deliverable will be submitted to the County within twenty (20) working days after receipt of the County's final comments on the administrative draft EIR.

4.1.6 Written Summary of Comments at the Public Hearing on the Public Draft EIR

This task assumes EMC Planning Group staff will attend (virtually) a Board of Supervisors meeting to make a brief presentation on the draft EIR and take notes on verbal comments received on the draft EIR.

Assumption

City staff will provide meeting minutes and/or a video recording of the Board of Supervisors hearing.

Deliverables

One reproducible unbound copy, six (6) bound copies, and one electronic copy (Microsoft Word 2010 compatible and PDF) on compact disk.

Submit within ten (10) working days after receipt of the meeting minutes or video recording.

4.1.7 Prepare Administrative Final EIR

Upon completion of the 45 (or 60) day public review period, EMC Planning Group will evaluate the comments received on the draft EIR and prepare written responses in consultation with County staff. EMC Planning Group will prepare an administrative final EIR, including a draft response to comments document and provide to the County.

The budget accommodates responding to fifty (50) comment letters on the draft EIR. In addition, this scope of work assumes at least twenty (20) of those fifty comment letters would duplicate form letters. If the level of effort needed to respond to comments exceeds that, a contract amendment

may be required. EMC Planning Group will provide an electronic (Microsoft Word) copy of the administrative final EIR.

Deliverables

One reproducible unbound copy, six (6) bound copies and six (6) electronic copies on compact disks or flash drives.

To be submitted within fifteen (15) working days after the close of the public comment period on the Draft EIR.

4.1.8 Prepare Final EIR

This scope of work assumes the draft EIR will not need to be revised and recirculated. If that need arises, a scope and budget will be prepared at the time.

Following County review of the administrative final EIR, EMC Planning Group will prepare the final EIR. EMC Planning Group will provide secure shared electronic access to Microsoft Word versions of the final EIR (or if revisions are limited to a few chapters, only modified chapters), as well as all Microsoft Word and PDF files of the draft EIR.

The Final EIR will include as a minimum, the following:

- Draft EIR;
- A list of all persons, organizations, and public agencies commenting;
- Copies of all written comments and summaries of verbal comments at a public hearing;
- Responses to all environmental issues raised in the comment; and
- Revisions to the Draft EIR.

Deliverables

One reproducible unbound copy, thirty (30) bound copies, thirty (30) electronic copies (Microsoft Word 2010 and PDF compatible) on compact disks, and two (2) electronic copies on compact disks with the files divided into chapters. The number of hard copies will be determined at the time of draft but for the purposes of this proposal, the proposed budget assumes up to thirty (30) bound copies.

Assumption

County staff will distribute the administrative final EIR for review by the appropriate County staff and will coordinate preparation of the County's comments. A comprehensive set of the comments will be sent to EMC Planning Group identifying specific revisions required prior to publication of the final EIR.

4.1.9 Prepare Final Certified EIR

Deliverables

One reproducible unbound copy, ten (10) bound copies, ten (10) electronic copies on compact disks, and two electronic copies on compact disks with the files divided into chapters.

To be submitted within fifteen (15) working days after final decision maker (Board of Supervisors) action.

4.1.10 Prepare CEQA Findings and Statement of Overriding Considerations

EMC Planning Group will prepare draft and final (Microsoft Word 2010 compatible and PDF) CEQA resolution and the required findings of fact. EMC Planning Group will also prepare draft and final (Microsoft Word) a statement of overriding considerations (if necessary) for County staff's use in the final EIR certification and project approval hearing materials.

Deliverables

One electronic copy each of the draft and final (Microsoft Word 2010 compatible and PDF) CEQA resolution and the required findings of fact and statement of overriding considerations (if necessary).

4.1.11 NEPA Documentation and Section 408 Permitting

EMC Planning Group will prepare and assist with coordination of all required environmental review documentation in compliance with the National Environmental Policy Act (NEPA) and the U.S. Army Corps of Engineers Section 408 permitting requirements. Utilizing the "Section 408 Permission NEPA Compliance Submittal Checklist" utilized by the Los Angeles District of the U.S. Army Corps of Engineers, EMC Planning Group proposes the following set of tasks:

NEPA Documentation

NEPA Task 1 – Project Management

This task includes coordinating staff, general management and administration, and providing NEPA consultation for County staff and consultants.

NEPA Task 2 – Research and Development

This task includes a thorough review of the project materials and plans that identify all areas to be affected by the project, including construction staging areas, as well as any other planning documents applicable to the proposed project.

NEPA Task 3 – Consultation with USACE and Other Agencies

This task includes assisting County staff with consultation/coordination efforts with outside local, state, and federal agencies as pertains specifically to the NEPA review process including, but not limited to: U.S. Army Corps of Engineers, Santa Barbara County Flood Control and Water Conservation District, and U.S. Fish & Wildlife Service.

NEPA Task 4 – Technical Reports

Specific studies and technical reports, not already identified and previously conducted, would be identified in consultation with County and U.S. Army Corps of Engineers staff. However, potential technical studies to be performed include additional biological evaluation for environmentally sensitive areas, cultural resource survey, air quality analysis, and visual analysis.

NEPA Task 5 – Develop Purpose and Need and Identify Alternatives for Study

This task includes development of a draft purpose and need statement in close coordination with County and U.S. Army Corps of Engineers staff and other key stakeholders. The purpose and need statement will be consistent with guidance available from the U.S. Army Corps of Engineers. In addition, a comparative review of the viable alternatives and a no action alternative will be provided. This section will also provide the reasoning for choosing the proposed project.

NEPA Task 6 – Complete Section 408 Permission NEPA Compliance Submittal Checklist

Based on research and any technical studies completed to date, complete and finalize the Section 408 Permission NEPA Compliance Submittal Checklist to verify the appropriate NEPA documentation required. Complete a draft and final version for County and U.S. Army Corps of Engineers staff review.

NEPA Task 7 – Prepare Administrative Draft Environmental Assessment (EA)

This task includes preparation of an administrative draft environmental assessment (EA) in accordance with U.S. Army Corps of Engineers. The EA will address the proposed actions and alternative impacts on the affected environmental resources. Specifically, it will identify the purpose and need for the proposed action; define the proposed action; detail the reasonable alternatives considered, including the no action alternative; describe the affected environment of the project site and surrounding areas; provide a discussion of the environmental consequences of the proposed action and reasonable alternatives; if deemed necessary, identify any mitigation measures; provide for consultation with state and federal agencies, other organizations and interested parties; and provide the opportunity for public hearing.

NEPA Task 8 - Prepare Draft EA

This task includes addressing County and U.S. Army Corps of Engineers staff comments on the administrative draft EA and preparing the draft EA for the required 30-day public review period.

NEPA Task 9 – Response to Comments/Decision Notice/FONSI

After completion of the required 30-day public review period, EMC Planning Group staff would respond to agency/public comments submitted on the draft EA. EMC Planning Group would then prepare a draft decision notice which would be published in a local newspaper (by County staff) along with a draft finding of no significant impact (FONSI) and mitigation monitoring and reporting program. Upon final review by County staff and U.S. Army Corps of Engineers staff, the final EA/FONSI would be prepared.

Section 408 Permitting Assistance

In conjunction with the NEPA scope of services identified above, the following set of tasks are proposed associated with preparation of and submittal of the Section 408 Permit Application to the Los Angeles District office of USACE.

Section 408 Task 1 – Prepare Section 408 Permit Application Package

In accordance with the “Section 408 General Submittal Checklist” prepared by the U.S. Army Corps of Engineers, Los Angeles District, EMC Planning Group will assist County staff with preparing the Section 408 permit application package. In accordance with the submittal checklist, the Section 408 permit application is anticipated to be made up of the following:

- A. General Documentation
- B. Technical Analysis and Design Documentation
- C. Operation and Maintenance Documentation
- D. Real Estate Documentation
- E. Environmental Compliance Documentation

Wallace Group will assist EMC Planning Group with the Section 408 permit process by providing typical details of the selected design option for the trail.

Assumption

Based on feedback from County staff, it is our understanding that County staff will provide final construction plans for the Section 408 permit application. Wallace Group will only provide project renderings and photo exhibits of potential design concepts.

Section 408 Task 2 – Coordinate Submittal and Review of Section 408 Permit Application Package

In accordance with U.S. Army Corps of Engineers Section 408 application submittal requirements, EMC Planning Group will work with County staff to ensure timely submittal of all required Section 408 application materials

Section 408 Task 3 – Address U.S. Army Corps of Engineers Comments and Requests

Throughout the Section 408 Permit Application process and to ensure timely review and approval of the County’s 408 Permit application, EMC Planning Group and Wallace Group staff will assist County staff with any comments, questions, or requests that are sent by U.S. Army Corps of Engineers staff.

Assumptions

- All required CEQA/NEPA noticing will be filed with the County Clerk and State Clearinghouse by County staff. EMC Planning Group can provide this service at an additional cost.
- All required posting and publishing of CEQA/NEPA noticing will be conducted by County staff. EMC Planning Group can provide this service at an additional cost.

- County staff will provide meeting minutes and/or a video recording of all Board of Supervisors hearings associated with the project.

Long Historic Preservation Services Qualifications,
Scope of Work, and Budget

B

ATTACHMENT



SANTA MARIA LEVEE TRAIL PROJECT

BUILT ENVIRONMENT SCOPE OF WORK

Project Understanding. The Santa Maria River Levee System was constructed by the U.S. Army Corps of Engineers in 1963. Previous repairs and alterations to the system were undertaken before the system was 50 years old and it appears no historical evaluation has been prepared. The proposed Project will physically impact the existing levee system; therefore, in order to determine if there will be adverse effects/significant impacts, an evaluation for eligibility for listing on the National Register of Historic Places, the California Register of Historical Resources, and Santa Barbara County Environmental Thresholds.

Fieldwork. A pedestrian survey will be conducted at selected points along the levee system. The structure and any features encountered will be photo documented. Fieldwork can be completed in 4 hours including driving to and from the site. Entry to the property will be coordinated in advance with the County.

Records Search. It is assumed that a records search will be requested from the Central Coast Information Center of the California Historical Resources Information System at the Santa Barbara Museum of Natural History. The search results will be reviewed for any built environment information and pertinent reports and site records will be requested as necessary.

Interested Parties Consultation. The requirements for a Section 408 permit means that the project is subject to Section 106 of the National Historic Preservation Act (NHPA). Section 106 requires outreach to interested parties about the project. Consulting parties may include local agencies such as the City of Santa Maria, and other groups with knowledge of the levee system such as the Santa Maria Historical Society. Letters will be sent to parties identified through research and responses will be catalogued and provided to the client.

Archival Research. Research regarding the history of the Santa Maria Valley, and the construction of the levee system will be conducted by reviewing historic maps, topographic maps, and historic aerial photographs. Online newspaper research will be conducted as well. Local history societies may be contacted for additional information, including the Santa Maria Historical Society and the Santa Barbara Trust for Historic Preservation. Access to USACE archival may be necessary.

Technical Report. Upon completion of fieldwork, archival research, and interested party consultations, a technical report will be prepared that introduces the purpose and study objectives; describes the historic context of levee; describes the archival research and fieldwork methods; provides the results of both significance evaluations; and provides further recommendations and guidance. Suggested mitigation measures will also be provided. The

report will satisfy the County's responsibilities under CEQA and Section 106 of the NHPA. California Department of Parks and Recreation forms will be prepared for the levee for submittal to the CCIC at the close of the project.

Project Management. A minimal amount of time has been allotted to project management for internal meetings and correspondence between all parties.

Assumptions. LHPS assumes the following:

- All mapping and GIS requirements will be taken care of by EMC.
- EMC will initiate the records search at the CCIC and provide relevant information to LHPS.
- Assistance with SHPO consultation is not included in this scope as it is assumed that EMC cultural staff will oversee consultation.
- Preparation of the built environment portion of the Cultural Resources EIR chapter is not included in this scope. The time budgeted for mitigation may be used may be used respond to public comments.
- Attendance at meetings beyond virtual meetings to check in on the status of the technical report is not included.

Cost Estimate for Santa Maria Levee (\$125)

Tasks	Hours	Cost
Fieldwork (Pre and Post)	6	\$ 750.00
Records Search	4	\$ 500.00
Interested Party Outreach	4	\$ 500.00
Archival Research	28	\$ 3,500.00
Technical Report/DPR	30	\$ 3,750.00
Mitigation or RTC	4	\$ 500.00
Project Management	4	\$ 500.00
Total		\$ 10,000.00



PROFILE

Long Historic Preservation Services, LLC (LHPS) specializes in cultural resource management of the built environment. Established in 2023 as a California Certified Small (Micro) Business, Principal Architectural Historian Amber Long, M.A., has 10 years of experience working with built environment resources in California. LHPS has the technical expertise to provide the following services:

- Built Environment Inventories
- California Environmental Quality Act Historic Resource Evaluations
- Section 106 Historic Resource Evaluations
- Constraints Analyses
- Section 110 Condition Assessments
- Peer Reviews
- Data Management
- Inter-agency Coordination
- Historic Resource Management Plans
- Secretary of the Interior's Standard Consistency Analyses
- Integrated Cultural Resource Management Plans

LHPS provides quality technical reports that are legally defensible and meet their client's needs. Ms. Long brings to LHPS a proven track record of successful project and budget management and strong client relationships. LHPS has experience with a wide range of built environment resources including:

- residential
- commercial
- civic
- cultural landscapes
- agricultural
- military
- lighthouses
- mining complexes
- state landmarks
- water conveyance systems
- state and federal military properties

LHPS is passionate about responsible management of built environment resources including creative mitigation strategies to resolve the needs of all interested parties. Pulling from experience in land use planning, LHPS helps clients understand the nuances of how the environmental regulations impact their projects. LHPS works closely with public agencies to ensure projects are consistent with state, local, and federal cultural resource management policies, regulations, and standards.



**LONG HISTORIC
PRESERVATION SERVICES**
est. 2023

AMBER LONG, M.A.
Principal Architectural Historian

Areas of Expertise

- Cultural resource management
- Project management
- Architectural history
- California history
- Environmental history
- CEQA/NEPA analysis
- Sections 106 and 110 of the National Historic Preservation Act
- Environmental and land-use planning
- Secretary of the Interior's Standards for the Preservation of Historic Properties
- Design reviews and monitoring plans

Years of Experience

- 10

Education

M.A., History, California Polytechnic State University, San Luis Obispo, 2015 (with distinction)

B.A., Political Science/ Communications, California Polytechnic State University, San Luis Obispo, 2003

Professional Affiliations

- California Preservation Foundation, Education Committee Member, 2023-2024
- Society of Architectural Historians
- Santa Barbara Trust for Historic Preservation
- History Center of San Luis Obispo County
- Paso Robles Historical Society
- Santa Maria Historical Society

Professional Experience

- | | |
|-----------|---|
| 2023 | Owner, Principal Architectural Historian, Long Historic Preservation Services, LLC, Santa Maria, CA |
| 2019–2023 | Senior Architectural Historian, Applied EarthWorks, Inc., San Luis Obispo, CA |
| 2018–2019 | Planner, Santa Barbara County Planning and Development Department, Santa Maria, CA |
| 2013–2018 | Cultural Resources Manager, LSA Associates Inc., San Luis Obispo, CA |

Technical Qualifications

Ms. Long is an experienced Architectural Historian who meets the Secretary of the Interior's (SOI) Professional Qualification Standards for Architectural History and History. Her experience includes effects analysis, policy consistency analysis, historical resource evaluations, integrity assessments, design reviews, treatment plans, archival and historical research, and field surveys. Ms. Long has also practiced environmental and land use planning and prepared regulatory permits in Santa Barbara County. She has completed projects in consultation with local, state, and federal agencies as well as private-sector clients to satisfy compliance requirements under Sections 106 and 110 of the NHPA, CEQA, and local regulations.

Ms. Long has managed built environment and archaeological projects in San Luis Obispo, Santa Barbara, Monterey, Fresno, and San Benito counties. She has prepared evaluations for state landmarks and at-risk properties and performed Section 110 condition assessments at military installations. She has also reviewed projects for consistency with the SOI Standards for the Treatment of Historic Properties. Ms. Long is familiar with urban, rural, residential, commercial, civic, agricultural, military, water conveyance, and transportation related resources and property types.

AMBER LONG, M.A.

Principal Architectural Historian

Selected Project Experience

Los Osos Creek Restoration Project, Morro Bay, California.

Senior Architectural Historian and Project Manager (2020, Applied EarthWorks). The Coastal San Luis Resource Conservation District proposed removal of all man-made infrastructure to restore the natural hydrologic functions of Los Osos and Warden creeks. The project required a permit from the U. S. Fish and Wildlife Service (USFWS) and was therefore subject to Section 106 of the National Historic Preservation Act (NHPA). Ms. Long oversaw the cultural resource archaeological study and conducted a historic resource evaluation of a single-family residence, barn, and shed on an agricultural property in Los Osos, at the confluence of Los Osos and Warden creeks. Ms. Long completed archival research, a field survey, map review, records search, and significance evaluations for the built environment and archaeological site. She also prepared an impacts assessment to satisfy Section 106 requirements for the USFWS, which was approved by the State Historic Preservation Officer (SHPO).

New Idria Mercury Mine Remediation Project, New Idria, San Benito County, California

Senior Architectural Historian and Project Manager (2022-2023, Applied EarthWorks). Under contract to Ramboll, Ms. Long managed the initial stages of the cultural resources management for remediation of a contaminated mercury mine in New Idria. The New Idria Mine is a state historic landmark, designated in 1939, as one of the most famous quicksilver mines in the world. It operated from 1854 to the early 1970s. The Environmental Protection Agency (EPA) put the property on the National Priorities List, or the Superfund List, in 2011. In advance of remediation activities, Ms. Long coordinated with the EPA, USFWS, the United States Army Corps of Engineers (USACE), and Ramboll to develop a staged approach to evaluating the site as a historic district and obtaining SHPO approval for the undertaking.

Kampgrounds of America Midpines Resort Project, Mariposa County, California.

Senior Architectural Historian/Built Environment Project Manager (2022-2023, Applied EarthWorks). Under contract to Kampgrounds of America, Ms. Long led the built environment team in evaluating the former Yosemite Oaks recreation property near Midpines in Mariposa County. The property included the Acorn Inn, part of the original roadside motels built when Highway 140 was built in 1926. Highway 140 was the first all-weather road into Yosemite National Park. Ms. Long determined the Acorn Inn was eligible for listing on the California Register of Historical Resources (CRHR) for its association with those events. The project required a Section 404 permit from the USACE and was subject to Section 106 of the NHPA. The building was also evaluated for listing on the National Register of Historic Places but did not retain the high level of integrity necessary to be eligible.

California Army National Guard Integrated Cultural Resource Management Plan Project, California

Senior Architectural Historian and Project Manager (2021-2023, Applied EarthWorks). Ms. Long managed an 18-month project that included the creation of built environment resources databases for Camp San Luis Obispo, Camp Roberts, and the Joint Forces Training Base. This included the creation of a database template and management of data input and output. Following this task, Ms. Long worked closely with California Army National Guard cultural resources staff to draft a new Integrated Cultural Resources Management Plan (ICRMP). Tasks included managing Applied EarthWorks staff, review of ICRMP sections, compilation of the draft ICRMP, and regular communication with the project team.

Point Conception Lightstation Historic Resource Management Plan, Santa Barbara County, California.

Senior Architectural Historian/Built Environment Project Manager (2021-2022, Applied EarthWorks). Under contract to Vandenberg Space Force Base, Ms. Long co-authored and managed the preparation of a Historic Resource Management Plan for the Point Conception Lightstation in Santa Barbara County. The lightstation needs emergency measures to prevent further deterioration of the historic site. Ms. Long conducted site visits to photo document all elements of the property including the lighthouse, keeper's quarters, and remnants of other buildings and structures. She led a team of architectural historians in preparing the management plan, to be used by the Nature Conservancy when they take stewardship of the property.

Contractor Information Sheet

Name of Proposer Long Historic Preservation Services, LLC

Business P.O. Box P.O. Box 882

City, State, Zip Santa Maria, CA 93456-0882

Business Street Address 2346 Larryton Avenue
(Include even if P.O. Box is used)

City, State, Zip Santa Maria, CA 93458

Telephone No. 805-748-7992 **Fax No.** N/A

Contractor License No. N/A **License Classification** N/A

Public Works Contractor Registration No. N/A

Business Type (Check One) **Corporation:** LLC **Partnership:** **Sole Proprietorship:**

Contact Person Name Amber Long

Contact Person Phone No. 805-748-7992

Contact Person Email info@longhps.com

Employer's Tax Identification Number 92-1931977

AMBIENT Air Quality & Noise Consulting
Qualifications, Scope of Work and Budget





75 Higuera Street, Suite 105
San Luis Obispo, CA 93401
805.226.2727
www.Ambient.Consulting

October 23, 2023

Stuart Poulter, *Senior Planner*
EMC Planning Group
601 Abrego Street
Monterey, CA 93940

RE: Proposed Scope of Work for Preparation of a Noise Technical Memorandum for the Proposed Santa Maria Levee Trail Project, Santa Barbara County

Dear Mr. Poulter:

AMBIENT Air Quality & Noise Consulting respectfully submits the following proposed scope of work and cost estimate for preparing a Noise Technical Memorandum for the proposed Santa Maria Levee Trail Project located in Santa Barbara County.

Proposed Scope of Work

A technical memorandum will be prepared to address short-term construction-related impacts associated with the proposed project. The memorandum will include a summary description of the existing noise environment, based on existing environmental documentation. Relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework, will be described.

To assess potential construction noise impacts, nearby land uses and their relative exposure to the proposed project area (considering topographic barriers and distance) will be identified. Predicted construction-generated noise levels will be calculated using the Federal Highway Administration's (FHWA) *Roadway Construction Noise Model* (version 1.0) based on construction equipment anticipated to be required for the proposed project. Construction-generated noise levels at the nearest land uses will be identified and summarized in tabular format within the report. Construction-related vibration levels will be quantitatively assessed. Predicted construction vibration levels at the nearest existing structures will be quantified. Long-term noise and vibration impacts associated with the proposed project are anticipated to be minor and will be qualitatively assessed.

The significance of construction-generated noise and vibration impacts will be assessed in comparison to applicable standards and recommended significance thresholds. Mitigation measures will be identified for significant and potentially significant impacts. The effectiveness of proposed mitigation measures will be assessed.

Fee Estimate

AMBIENT Air Quality & Noise Consulting will conduct the above-described scope of work for an estimated fee of \$4,500. This scope of work assumes evaluation of one build alternative. Attendance at meetings is not anticipated to be required for this project and is not included in this scope of work.

Thank you for the opportunity to submit this proposal.

Sincerely,

Kurt Legleiter
Principal



BILLING RATES

Job Title	Job Description	Hourly Compensation Rates
Principal Air Quality & Noise Specialist	Oversight/Review & Preparation of analyses and reports	\$167/hour
Air Quality & Noise Specialist	Preparation of analyses and reports	\$66/hour
Air Quality & Noise Analyst	Preparation of analyses and reports	\$46/hour

Reimbursable Expenses	
Travel & Mileage	Based on Federal per diem rates at time the expense was incurred



KURT LEGLEITER | PRINCIPAL

AMBIENT AIR QUALITY & NOISE CONSULTING

ROLE ON CONTRACT

Preparation and oversight of air quality, greenhouse gas, noise, and vibration impact assessments

EDUCATION

- B.A., Urban & Environmental Planning, CSU Fresno, 1994
- B.S., Environmental Health Science, CSU Fresno, 1994
- Community Noise Enforcement Certification, Rutgers State University of New Jersey, 2001

YEARS OF EXPERIENCE

30

YEARS WITH FIRM

19

PERSONNEL BIO

Kurt Legleiter is the Principal and project director at AMBIENT Air Quality & Noise Consulting. His experience spans over 25 years and encompasses both the public and private sectors. He specializes in the preparation of air quality, greenhouse gas (GHG), energy use, noise, and groundborne vibration impact assessments in support of community planning and development projects that are subject to review under the California Environmental Quality Act and the National Environmental Policy Act. Mr. Legleiter is proficient in the use of various air quality and noise modeling software programs, including CalEEMod, AERMOD, AERSCREEN, ISCST3, HARP, CALINE4, SoundPlan, and FHWA's Traffic Noise Model.

SELECTED PROJECT EXPERIENCE

(Project Name, Location, Dates of Service. Brief Description of Project and Personnel's Role)

- Allison Drive Pedestrian Improvements Project, City of Vacaville. 2015. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Arroya Avenue Bridge Replacement Project, County of Merced. 2018 . Preparation of Noise and Vibration Impact Assessments.
- Atlantic Street/Eureka Road - Interstate 80 Westbound On-Ramp Realignment Project, City of Roseville. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Bond Road Noise Barrier Analysis, City of Elk Grove. 2006. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Bradshaw Road/Sheldon Road Intersection Improvement Project, City of Elk Grove. 2015. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Broadway-Manchester Active Transportation Equity Project, City of Los Angeles. 2022. Preparation of Noise and Vibration Impact Assessments.
- Central Avenue Bridge Replacement Project, City of Montclair. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Compton Intersection Improvements Project, City of Compton. 2022. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Del Monte Boulevard Extension Project, City of Marina. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Golden Avenue Bridge Replacement Project, City of Placentia. 2017. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Grant Line Road Widening Project, City of Elk Grove. 2010. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.



- Higuera Street Bridge Widening Project, Culver City. 2014. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Honda Bridge Replacement Project, Vandenberg Space Force Base. 2022. Preparation of Air Quality & GHG Impact Assessments.
- Interstate 405 Auxiliary Lanes Improvement Project, County of Los Angeles. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Interstate 605/Valley Boulevard Interchange Improvement Project, County of Los Angeles. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Kentucky Avenue Widening Project, City of Woodland. 2014. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Liemert Road Bridge Rehabilitation Project, City of Oakland. 2018. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Longleaf Drive Extension Project, City of Elk Grove. 2010. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Lynwood Intersections Improvement Project, City of Lynwood. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- North Fork Bridge Replacement Project, County of Fresno. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Peach Avenue Widening Project, City of Fresno. 2018. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Pioneer Road Widening Project, City of Los Banos. 2023. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Polk Avenue Widening Project, City of Fresno. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Rice Avenue Grade Separation Project, City of Oxnard. 2015. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Rosecrans/Marquardt Grade Separation Project, City of Santa Fe Springs. 2016. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- San Joaquin Bridge on Italian Bar Road Bridge Replacement Project, County of Fresno. 2015. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Santa Rose Road Widening Project, City of Camarillo. 2012. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Sepulveda Boulevard Bridge Widening Project, City of Manhattan Beach. 2014. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Shaw Avenue Widening Project, City of Clovis. 2018. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Sheldon Road Widening Project, City of Elk Grove. 2015. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Shoemaker Bridge Replacement Project, City of Long Beach. 2017. Preparation of Traffic Noise Modeling.
- Sierra College Road Widening Project, City of Loomis. 2019. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Silverado Canyon Bridge Replacement Project, County of Orange. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Soto Street Widening Project, City of Los Angeles. 2018. Preparation of Air Quality & GHG Impact Assessments.
- State Route 14/Avenue L Interchange Improvements Project, City of Lancaster. 2022. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.



- State Route 46 East/Union Road Intersection Alignment Project, City of Paso Robles 2022. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- State Route 57/State Route 60 Confluence at Grand Avenue Project, County of Los Angeles. 2021. Preparation of the Noise Impact Assessment.
- State Route 91 Central Avenue to Acacia Court Improvement Project, County of Los Angeles. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- State Route 91 Atlantic Avenue to Cherry Avenue Improvement Project, County of Los Angeles. 2022. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- State Route 99/Elk Grove Boulevard Interchange Improvement Project, City of Elk Grove 2010. Preparation of Air Quality, Noise, and Vibration Impact Assessments.
- State Route 99/Grant Line Road Interchange Improvement Project, City of Elk Grove 2017. Preparation of the Noise Impact Assessment.
- State Route 162 Improvement Project, City of Oroville. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Tam O'Shanter and Knickerbocker Drive Roundabout Project, City of Stockton. 2023. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- U.S. Highway 101/Palo Comado Canyon Road Interchange Improvement Project, City of Agoura Hills. 2017. Preparation of Air Quality & GHG Impact Assessments.
- U.S. Highway 101/Walnut Avenue Interchange Improvement Project, City of Greenfield. 2011. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Warner Avenue Improvements and Widening Project, City of Santa Ana. 2018. Preparation of Noise Impact Assessment.
- Willow Avenue Widening Project. City of Clovis. 2018. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.



JON PAMBAKIAN | AIR QUALITY & NOISE SPECIALIST

AMBIENT AIR QUALITY & NOISE CONSULTING

ROLE ON CONTRACT

Preparation air quality, greenhouse gas, noise, and vibration impact assessments

EDUCATION

B.A. Physics, California Polytechnic State University, 2017

YEARS OF EXPERIENCE

5

YEARS WITH FIRM

4

PERSONNEL BIO

Jon Pambakian is an Air Quality and Noise Specialist at AMBIENT Air Quality & Noise Consulting. His experience spans four years. He specializes in the preparation of air quality, greenhouse gas, noise, and groundborne vibration impact assessments for projects subject to review under the California Environmental Quality Act and the National Environmental Policy Act. Mr. Pambakian is proficient in the use of various air quality and noise modeling software programs, including CalEEMod, EMFAC, AERMOD, SoundPlan, CALINE4, and FHWA's Traffic Noise Model.

SELECTED PROJECT EXPERIENCE

- Atlantic Street/Eureka Road - Interstate 80 Westbound On-Ramp Realignment Project, City of Roseville. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Broadway-Manchester Active Transportation Equity Project, City of Los Angeles. 2022. Preparation of Noise and Vibration Impact Assessments.
- Central Avenue Bridge Replacement Project, City of Montclair. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Compton Intersection Improvements Project, City of Compton. 2022. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Del Monte Boulevard Extension Project, City of Marina. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Interstate 405 Auxiliary Lanes Improvement Project, County of Los Angeles. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Interstate 605/Valley Boulevard Interchange Improvement Project, County of Los Angeles. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Lynwood Intersections Improvement Project, City of Lynwood. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- North Fork Bridge Replacement Project, County of Fresno. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Pioneer Road Widening Project, City of Los Banos. 2023. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Polk Avenue Widening Project, City of Fresno. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- State Route 14/Avenue L Interchange Improvements Project, City of Lancaster. 2022. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- State Route 91 Central Avenue to Acacia Court Improvement Project, County of Los Angeles. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- State Route 91 Atlantic Avenue to Cherry Avenue Improvement Project, County of Los Angeles. 2022. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.

Wallace Group Qualifications,
REVISED Scope of Work, and Budget

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ATTACHMENT

January 09, 2024

Stuart Poulter, AICP, MCRP
EMC Planning Group
601 Abrego Street
Monterey, California 93940

Subject: County of Santa Barbara Santa Maria Levee Trail Design Support

Dear Mr. Poulter:

Wallace Group appreciates the opportunity to provide you with our proposal for professional services for the above-referenced project. We have greatly enjoyed speaking with you in preparation of this proposal. Based on our discussion, the following Scope of Services has been prepared for your consideration:

I. PROJECT UNDERSTANDING

Wallace Group understands that The County is soliciting proposals from qualified professional firms (Consultants/Contractors) to provide proposals for the Santa Maria Levee Trail Design Support. The primary goals of the scope of work are to:

- 1) Analyze potential environmental effects under CEQA for the maintenance and construction of a multi-use bike path facility on the Santa Maria River Levee in the Santa Maria Valley, CA. The Public Works Department has evaluated the project concepts and determined that an Environmental Impact Report (EIR) is the appropriate level of CEQA review.
- 2) Provide the expertise with an engineering design consultant and staffing to comprehensively develop required NEPA documents and engineering elements for the United States Army Corps of Engineers (USACE) to support, apply for and receive a Section 408 permit from the support the project.
- 3) Perform a Pre-Design Bike Ride along the existing levee, with photo exhibits and renderings, and make safety recommendations on the following, but not limited to:
 - a) Trail width;
 - b) Trail riding surface;
 - c) Recommend any need for fencing or barrier locations;
 - d) Identify potential locations and needs for future resting stations, restroom facilities and hydration stations; and
 - e) Review the proposed Bike Layout including but not limited to access ways, access gates and general layout.

Wallace Group understands that EMC would like Wallace Group to assist with the engineering design, 408 permitting support, and visualization support for the project. Matt Wilkins, Director of Landscape Architecture, was the project manager in charge of the first phase of the project and is deeply aware of the various project nuances. Jorge Aguilar, Principal of Transportation Engineering, is actively working with the City of Santa Maria and has worked on various transportation and trail projects throughout the region.

II. SCOPE OF SERVICES

Task 3.0 - Alternative Analysis:

Subtask 3.1 - Alternative Trail Analysis:

Wallace Group will assist EMC with the examination and consideration of project alternatives. The team assumes up to two (2) alternatives will be developed for consideration. Wallace Group's transportation and landscape architecture teams will help develop draft concept plans showing trail width, trail riding surface, fencing or barrier locations, potential locations and needs for future resting stations, restroom facilities and hydration stations, access ways,



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WATER RESOURCES

WALLACE GROUP
A California Corporation

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access gates and general layout. We will develop standard details for critical design elements including pedestrian and vehicular gates, perimeter fencing of the agriculture operation parcels (i.e., no climb wire fencing, etc.), fencing at top of levee slope, and surface materials.

The sheets are assumed to be 100-scale, 11"x17" and will include up to three (3) typical sections of the alignment and two (2) enlargements of the staging areas. We assume a total of ten (10) sheets are needed for each alternative. This task assumes a total of two minor revisions including refinements to the draft document to take it to an administrative draft level, and from the administrative draft level to final. We assume that the County will provide the initial preliminary planning design phase in AutoCAD and Wallace Group will use this to further refine the preliminary AutoCAD layout, including the crossing connections, and alternative connections to the crossings.

Wallace Group will assist EMC with the Alternatives Analysis document which may include a basis of design narrative for each alternative, material descriptions, and an engineer's opinion of probable construction cost to insert into the Alternatives Analysis document.

Subtask 3.2 - Bonita School Road Memorandum:

Wallace Group will develop an engineer's memorandum that studies the crossing at Bonita School Road. The memo will address crossing alternatives including an at grade pedestrian hybrid beacon (PHB) crossing, under-crossing via box culvert, and an overhead crossing. The overhead crossing is anticipated to be infeasible, however a short description of the reasons why not to consider the overhead crossing will be included. The memorandum will include the pros and cons of each alternative and general cost figures done at a preliminary design level.

Subtask 3.3 - Alternative Connections to Guadalupe Memorandum:

Wallace Group will study the second alternative connection to Guadalupe which includes a potential connection via an under-crossing at the railroad and a connection via Peralta Street (see figure 1 below). The alternative connections will be studied at a preliminary level and the pros and cons of each connection will be listed. The findings will be included in an engineer's memorandum.



Figure 1 - Alternative Connections at Guadalupe



Subtask 3.3 - Farmland Conflict Avoidance Memorandum:

Wallace Group will prepare a memorandum of farmland conflict avoidance. The memo will describe methods for minimizing trespassing, disturbance by trail users, pesticide exposure, and other farmland operations. The memo will describe temporary pathway closure procedures with signage and fencing examples. Recommendations for typical pathway signage will be provided and potential locations will be explored.

The memorandum will also include discussions for farmland avoidance at five (5) identified farmland crossings (see figure 2 below). The memo will study two (2) separate alternatives for each identified crossing. These studies will be done in plan view along with a written narrative discussing the location of fences and gates with focus on operational and safety avoidance measures such as vehicle parking to avoid trail users between opening and closing, sightlines, and other critical safety elements.



Figure 2 - Farmland and Stormwater Crossings

Subtask 3.4 - Project Simulations & Project Branding/Graphics:

Wallace Group will also develop simulations for stakeholders and County understanding of the project. A total of five (5) simulations will be developed including the following areas:

- Up to two (2) section-axon renderings for the trail options;
- Up to three (3) plan renderings for the farmland and stormwater crossings - assumed one (1) for agency and two (2) for farmland operations at locations determined per the County;
- One (1) overall exhibit showing the overall trail in a diagrammatic format including crossing locations and other significant elements.

Additionally, Wallace Group will assist with project branding including refining a project logo, color palette, and outreach materials. The outreach materials shall include up to two (2) fliers and up to two (2) mailers for County outreach to stakeholders throughout the process.

Deliverables:

- Two (2) Conceptual Alternatives in Plan (PDF)
- Two (2) Narrative Descriptions for Each Concept (in Word)
- One (1) Memorandum for the Crossings at Bonita School Road
- One (1) Memorandum for the Alternative Connection to Guadalupe



- One (1) Memorandum for Farmland Avoidance and Crossings
- Five (5) Project Simulations (Two (2) Section Axons and Four (4) Color Rendered Plan Exhibits)
- Project Branding (Logo Refinement & Color Palette) and Four (4) Project Fliers & Mailers

Task 5.0 - Meetings and Coordination:

Wallace Group will allocate time to have one (1) principal civil engineer and one (1) senior landscape architect attend up to eight (8) in-person meetings (assumed to be 3 hours each with travel time) or up to forty-eight (48) hours total.

Also included in this task is the time needed for on-going project coordination and management such as email correspondence, tele/video-conference calls, and management. We've allocated up to twelve (12) hours for this task.

Task 6.0 - Administrative Draft CEQA Documentation

Wallace Group will support EMC with the completion of the administrative draft CEQA document by providing basis of design narratives on the proposed findings such as paving design, trail width constraints, barrier fencing, rest station locations, trail markers, and other support/design amenities.

Wallace Group assumes that changes to the alternatives will not be required for the draft CEQA.

Task 8.0 - Final CEQA Documentation

Wallace Group will coordinate with EMC to address public comments on the administrative draft. Will be inventoried and categorized by EMC and comments pertaining to Wallace Group's portions of work would be responded to via narrative as well as potential refinements to the alternative exhibits. Due to the indeterminate nature of the comments to be received, this task effort is limited to the hours budgeted.

Wallace Group will assist with the statements of overriding considerations and will provide EMC with bullet lists of any reasons where economic, legal, or technical aspects of the proposed project outweigh the unavoidable adverse environmental impacts and why the Lead Agency should consider accepting such impacts.

Deliverables:

- Memo Stating Design Findings and Overriding Considerations

Task 11.0 - Submit NEPA Documents and Section 408 Permit for the United States Army Corps of Engineers (ACOE)

Wallace Group will allocate time to have one (1) civil engineer principal and one (1) landscape architect attend up to three (3) teleconference meetings (assumed to be 2 hours each) with ACOE and County staff or up to twelve (12) hours total.

III. SCHEDULE

Per the project RFP, we understand that the project is scheduled to tentatively start in February 2024 and end the year 2024.

IV. TO BE PROVIDED BY THE CLIENT

- Project information and documentation for review
- County coordination including any requests for as-builts or other information

PP23-7979
EMC - Santa Maria Levee Trail Design Support
January 11, 2024
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V. ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in this Scope of Services or estimate of fees:

- Final construction drawings, details, or specifications
- Cost estimates
- Permitting fees
- NEPA documentation
- Any services or deliverables not explicitly included in the Scope of Services above

VI. PROJECT BUDGET

Wallace Group will perform the services denoted in the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total budget, including reimbursables will not exceed our estimated fee of **\$93,658** without receiving written authorization from the Client.

VII. TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, we have provided a contract review memo for the County's Agreement for Services of Independent Contractor requesting modifications to the contract. We will also provide comments to EMC's contract if awarded the project.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me.

Sincerely,

WALLACE GROUP, a California Corporation

Matthew Wilkins, PLA 6398, LEED AP
Director of Landscape Architecture
612 Clarion Court
San Luis Obispo
California 93401
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Attachments
kcc: PP23-7979, 2024, std
Exhibit A

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit B – Payment Arrangements Periodic Compensation (with attached Schedule of Fees)

- A. For Contractor services to be rendered under this Agreement, Contractor shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 282,884.08.
- 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 B-1 (Schedule of Fees) as determined by County. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Exhibit B-1 (Schedule of Fees).
- C. Extra work required to complete the project may be authorized only if Contractor receives written approval by the County's designated representative at the same rate per unit as defined in Exhibit B-1. The total amount of this contingency fund is 10% of the agreement amount or \$28,287.92.
- D. Monthly, Contractor shall submit to the County Designated Representative an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. County Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Exhibit B-1 shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from Contractor.
- E. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require Contractor to correct such work or billings or seek any other legal remedy.
- F. Contractor shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Santa Barbara County Flood Control and Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/pwd>.

EXHIBIT B-1
SCHEDULE OF FEES

Santa Maria River Levee Trail - Environmental Services and Design Support for Section 408 Permitting and Bike Trail Safety - REVISED											
Task	EMC Planning Group Inc.										
Staff	Senior Principal	Senior Planner	Associate Planner	Reg. Prof. Archaeologist	Principal Biologist	Senior Biologist	Graphics	Production Manager	Admin./ Production	Total Hours	Total Cost
Billing Rate (Per Hour)	\$275.00	\$195.00	\$165.00	\$145.00	\$210.00	\$170.00	\$140.00	\$125.00	\$115.00		
4.1.1 Kick-Off Meeting and Initial Site Visit	2	12	0	2	2	0	0	0	0	18	\$3,600.00
4.1.2 Project Management/Coordination and Progress Meetings	12	24	0	0	0	0	0	0	4	40	\$8,440.00
4.1.3 Prepare NOP, Project Description, Environmental Setting, and Description of Project Alternatives	8	36	24	0	0	0	4	2	0	74	\$13,990.00
4.1.4 Prepare Administrative Draft EIR and Technical Studies	36	137	44	40	9	52	16	4	2	340	\$63,375.00
4.1.5 Prepare Public Draft EIR and Technical Appendices, Noticing and Distribution	4	36	24	2	1	4	4	4	4	83	\$14,780.00
4.1.6 Written Summary of Comments at the Public Hearing on the Public Draft EIR	2	24	10	2	0	0	0	0	0	38	\$7,170.00
4.1.7 Prepare Administrative Final EIR	8	42	12	2	2	12	4	4	2	88	\$16,410.00
4.1.8 Prepare Final EIR	4	12	4	1	1	4	2	2	1	31	\$5,780.00
4.1.9 Prepare Final Certified EIR	1	4	8	0	0	0	0	2	1	16	\$2,740.00
4.1.10 Prepare CEQA Findings and Statement of Overriding Considerations	2	8	0	0	0	0	0	0	0	10	\$2,110.00
4.1.11 NEPA Documentation and Section 408 Permitting	8	24	8	7	8	10	6	8	2	81	\$14,665.00
Subtotal (Hours)	87	359	134	56	23	82	36	26	16	Total Hours	Total Cost
Subtotal (Cost)	\$23,925.00	\$70,005.00	\$22,110.00	\$8,120.00	\$4,830.00	\$13,940.00	\$5,040.00	\$3,250.00	\$1,840.00	819	\$153,060.00

Additional Costs	
Production Costs	\$2,207.50
Travel Costs	\$1,200.00
Postal/Deliverables	\$400.00
Miscellaneous (CNDDDB & Central Coast Information Center Record Searches)	\$925.00
Administrative Overhead 15%	\$709.88
Total	\$5,442.38

Subconsultant Fees	
Wallace Group	\$93,658.00
Long Historic Preservation Services	\$10,000.00
AMBIENT Air Quality & Noise Consulting	\$4,500.00
Subconsultant Overhead 15%	\$16,223.70
Total	\$124,381.70

Total Costs	\$282,884.08
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OPTIONAL TASKS	
1 Wetland Delineation and Report	\$12,000.00

NOTE: This proposed budget is valid for 90 days



EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

FEE SCHEDULE

(Effective January 1, 2023)

Principals

Hourly Billing Rate

Senior Principal	\$275.00
Principal	\$250.00

Planners

Principal Planner	\$220.00
Senior Planner	\$195.00
Associate Planner	\$165.00
Assistant Planner	\$140.00

Biologists

Monitoring Rate

Principal Biologist	\$210.00	(\$150.00)
Senior Biologist	\$170.00	(\$130.00)
Associate Biologist	\$145.00	(\$120.00)
Assistant Biologist	\$125.00	(\$100.00)

Archaeologist

Registered Professional Archaeologist	\$145.00
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Support Staff

Desktop Publisher	\$150.00
Executive Assistant/Production Manager	\$125.00
Administrative Assistant	\$115.00
GIS/Graphics Technician	\$140.00

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus fifteen percent (15%) for administration. All outside services are billed at cost plus fifteen percent (15%) for administration. This fee schedule is subject to revision at any time.

A retainer of up to fifty percent (50%) of the approved contract amount may be required for new clients or projects. Invoices are due and payable within 30 days. Past due balances are subject to a service charge of one and one-half percent (1.5%) per month. Service charges are in addition to approved contract amount.

Expert witness services are provided at a fifty percent (50%) mark-up.



Exhibit A Standard Billing Rates

Engineering, Design & Support Services:

Assistant Designer/Technician	\$110
Designer/Technician I - IV	\$115/\$125/\$135/\$145
Senior Designer/Technician I - III	\$158/\$165/\$172
GIS Technical Specialist	\$150
Senior GIS Technical Specialist	\$160
Associate Engineer I - III	\$130/\$140/\$150
Engineer I - IV	\$160/\$165/\$170/\$175
Senior Engineer I - III	\$185/\$190/\$195
Director	\$200
Principal Engineer/Consulting Engineer	\$240
Principal	\$260

Landscape Architecture Services:

Associate Landscape Designer I - II	\$100/\$110
Designer I - IV	\$115/\$120/\$125/\$130
Landscape Architect I - IV	\$135/\$140/\$145/\$150
Senior Landscape Architect I - III	\$155/\$160/\$165
Director	\$180
Principal Landscape Architect	\$200
Principal	\$260

Support Services:

Office Assistant	\$100
Project Assistant I - III	\$110/\$115/\$125

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

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Cost Estimate for Santa Maria Levee (\$125)

Tasks	Hours	Cost
Fieldwork (Pre and Post)	6	\$ 750.00
Records Search	4	\$ 500.00
Interested Party Outreach	4	\$ 500.00
Archival Research	28	\$ 3,500.00
Technical Report/DPR	30	\$ 3,750.00
Mitigation or RTC	4	\$ 500.00
Project Management	4	\$ 500.00
Total		\$ 10,000.00



BILLING RATES

Job Title	Job Description	Hourly Compensation Rates
Principal Air Quality & Noise Specialist	Oversight/Review & Preparation of analyses and reports	\$167/hour
Air Quality & Noise Specialist	Preparation of analyses and reports	\$66/hour
Air Quality & Noise Analyst	Preparation of analyses and reports	\$46/hour

Reimbursable Expenses	
Travel & Mileage	Based on Federal per diem rates at time the expense was incurred

EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts that also Include Non-Design Services)

INDEMNIFICATION

A. Indemnification pertaining to Design Professional Services:

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR'S proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay COUNTY'S cost of defense to the fullest extent permitted by law.

B. Indemnification pertaining to other than Design Professional Services:

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR'S has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage for and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10. CG 20 26, Cg 20 33 or CG 20 38; and CG 20 37 if a later revisions used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified

copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

ATTACHMENT B – CONTRACTOR INFORMATION SHEET

Contractor Information Sheet

Name of Proposer Michael J. Groves

Business P.O. Box _____

City, State, Zip _____

Business Street Address 601 Abrego Street
(Include even if P.O. Box is used)

City, State, Zip Monterey, CA 93940

Telephone No. (831) 649-1799 ext. 201 Fax No. _____

CONTRACTOR

License No. _____ License Classification _____

Public Works Contractor Registration No. _____

Business Type (Check One) Corporation: X Partnership: _____ Sole Proprietorship: _____

Contact Person Name Stuart Poulter

Contact Person Phone No. (831) 649-1799 ext. 216

Contact Person Email poulter@emcplanning.com

Employer's Tax Identification Number _____

ATTACHMENT C – DBE REQUIREMENTS

Exhibit 10-O2 CONTRACTOR Contract DBE Commitment

July 23, 2015

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

1. Local Agency: County of Santa Barbara 2. Contract DBE Goal: _____
3. Project Description: _____
4. Project Location: _____
5. CONTRACTOR's Name: _____ 6. Prime Certified DBE: ☐ 7. Total Contract Award Amount: _____
8. Total Dollar Amount for **ALL** Subcontractors: _____ 9. Total Number of **ALL** Subcontractors: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			
20. Local Agency Contract Number: _____		14. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Federal-Aid Project Number: _____			%
22. Contract Execution Date: _____		<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <p>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 48%;"> <p>23. Local Agency Representative's signature _____</p> <p>25. Local Agency Representative's Name _____</p> <p>27. Local Agency Representative's Title _____</p> </div> <div style="width: 48%;"> <p>24. Date _____</p> <p>26. Phone _____</p> </div> </div> </div> </div>	
		15. Preparer's Signature _____	16. Date _____
		17. Preparer's Name _____	18. Phone _____
		19. Preparer's Title _____	

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

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ATTACHMENT D – PROPOSAL

Proposal

Santa Maria River Levee Trail Environmental Services & Design Support

County of Santa Barbara
Department of Public Works
Transportation Division

REVISED
January 12, 2024



Prepared by
EMC Planning Group &
Wallace Group



PROPOSAL

**SANTA MARIA RIVER LEVEE TRAIL
ENVIRONMENTAL SERVICES &
DESIGN SUPPORT
COUNTY OF SANTA BARBARA**

PREPARED FOR

County of Santa Barbara, Public Works Department - Transportation

Kalani Durham, Environmental Project Manager

123 East Anapamu Street

Santa Barbara, CA 93101

Tel 805.568.3310

kdurham@countyofsb.org

PREPARED BY

EMC Planning Group Inc.

601 Abrego Street

Monterey, CA 93940

Tel 831.649.1799

Fax 831.649.8399

Stuart Poulter, AICP, MCRP, Senior Planner

poulter@emcplanning.com

www.emcplanning.com

REVISED

January 12, 2024

This document was produced on recycled paper.



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Attachment E	Preliminary Project Schedule(s)
Attachment F	Revised Resource Allocation Matrix & Cost Proposal
Attachment G	Agreement for Services of Independent Contractor (Signature Sheet)
Attachment H	Contractor Information Sheet
Attachment I	SB & DVBE Certificate



Planning for Success.

November 27, 2023

County of Santa Barbara
Attn: Kalani Durham, Environmental Project Manager
Public Works Department – Transportation
123 East Anapamu Street
Santa Barbara, CA 93101

Re: COUNTY PROJECT NO. 862372, Request for Proposals for Environmental Services, and Design Support for 408 Permitting and Bike Trail Safety for Santa Maria River Levee Trail

Dear Kalani:

EMC Planning Group, along with Wallace Group, Long Historic Preservation Services, and AMBIENT Air Quality and Noise Consulting, is pleased to submit this proposal to the County of Santa Barbara to provide environmental services and design support for the Santa Maria River Levee Trail project. We understand the Santa Maria River Levee bike trail project is of much interest to the County and the cities of Guadalupe and Santa Maria, in particular. In 2021, EMC Planning Group prepared the *City of Guadalupe 2042 General Plan Update*. During that time, the firm came to understand the varied needs of the City of Guadalupe and the surrounding area including the significance of the development of the Santa Maria Levee bike trail to provide a safe and sustainable mode of transportation as well as connectivity and recreation for the residents of both Guadalupe and Santa Maria.

We are prepared to manage this complex project and deliver quality consulting services for the County, the communities for which this project will benefit, as well as tribal community interests and the regulating stakeholders. Our team brings this unique combination of qualifications. Our team of CEQA, engineering, and subject matter experts bring decades of experience implementing similar projects along the Central Coast, a proven track record of successful environmental documents, and the ability to become a trusted advisor and partner for the County.

EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

601 Abrego Street, Monterey, CA 93940 Tel 831-649-1799 Fax 831-649-8399
www.emcplanning.com

*Kalani Durham, Environmental Project Manager
County of Santa Barbara
November 27, 2023, Page 2*

I am the officer authorized to negotiate and contractually bind the firm. EMC Planning Group is located at 601 Abrego Street, Monterey, CA 93940, and my phone number is (831) 649-1799, ext. 201. My email address is groves@emcplanning.com. Mr. Stuart Poulter, AICP, MCRP, and Senior Planner will be the point of contact during the proposal evaluation period and the project manager for the duration of the project. His phone number is (831) 649-1799, ext. 216, and his email address is poulter@emcplanning.com.

The terms of the proposal are valid for a period of ninety (90) days.

Sincerely,

A handwritten signature in blue ink, appearing to read 'MJ Groves', is written over a horizontal line.

Michael J. Groves, AICP
President and Senior Principal
EMC Planning Group Inc.

2.0 Contractor Information, Qualifications, & Experience

2.1 Relevant Projects

San Juan Bautista to Hollister Sanitary Sewer Main CEQA/NEPA Compliance and Construction Monitoring



Project Objective/Description: On behalf of the City of San Juan Bautista and under contract to Stantec (consulting engineer), EMC Planning Group prepared all environmental documentation necessary for project compliance with CEQA, as well as with NEPA as the city had applied for fundings through the US Environmental Protection Agency (US EPA) and the US Department of Agriculture (USDA). The proposed project includes repurposing San Juan Bautista's existing

waste water treatment plant influent pump station and development of a new 10-inch diameter high-density polyethylene force main (7.4 miles) that would carry effluent from San Juan Bautista's existing waste water treatment plant to a manhole just upstream of the Hollister Domestic waste water treatment plant influent pump station.

A CEQA-Plus IS/MND was prepared for the City and EPA, and an Environmental Report was prepared for USDA. Environmental documentation in compliance with NEPA was prepared separately for each agency, as every Federal agency has their own NEPA-compliance and documentation compliance. Other documentation included all required noticing and document distribution, a mitigation monitoring and reporting program, and response to public comments. The documentation addresses all required environmental issues, but focused on sensitive biological and archaeological resources. The City of San Juan Bautista adopted the mitigated negative declaration in December 2021. Based on the sensitive biological issues in the project vicinity, environmental permits from the US Army Corps of Engineers, the US Fish and Wildlife Service, the California Department of Fish and Wildlife, and the Regional Water Quality Control Board were required, and EMC Planning Group assisted the City of San Juan Bautista with obtaining those permits. As a part of this application process, EMC Planning Group also conducted a wetland delineation and rare plant surveys, and prepared a biological assessment. EMC Planning Group is currently providing biological monitoring during construction activities.

**Contracting Agency
Reference:**

Brian Foucht, AICP
Asst. City Manager / Community Development Director
311 Second St. – PO Box 1420, San Juan Bautista, CA 95045
831-623-4661 x 20 (office), 831-207-5430 (cell)
ACM-CDDirector@san-juan-bautista.ca.us

Client Reference: Stantec/Gabe Aronow, Project Manager & Principal
3785 Atherton Road, Rocklin, CA 95765
(916) 773-8100
Gabe.aronow@stantec.com

Contract Amount/Funding Source: \$226,000.00/ Local and Federal Funding – USEPA and USDA

Date of Contract/Date of Completion: March 2021/February 2023 (Construction monitoring for biological resources – ongoing 2023-2024)

Boronda Road Congestion Relief Project IS/MND and Regulatory Permitting



Project Objective/Description: On behalf of the City of Salinas and under contract to Wallace Group (consulting engineer), EMC Planning Group prepared an initial study, mitigated negative declaration, CEQA noticing, habitat assessment addressing California red-legged frog and California tiger salamander, and a jurisdictional waters delineation. The project includes widening East Boronda Road from two lanes to four lanes; construction of four, two-lane

roundabouts; relocation of existing agricultural ditches along the East Boronda Road and Natividad Road; construction of two retention/detention ponds to hold/treat agricultural tailwater and storm water runoff; construction of storm water facilities including median landscape bio-retention, 20-year flow storm drain, and bio-retention planter; construction of bus pullouts, sidewalk replacement, ADA compliant pedestrian ramps at all crosswalks; storm drain lines and sanitary sewer mainline installation and extensions; pavement delineation and updated signs; and widening East Boronda Road Bridge over Gabilan Creek to accommodate the improvements. EMC Planning is assisted the City with obtaining permits from the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, and the Regional Water Quality Control Board.

Contracting Agency Reference: Josie Lantaca, Engineer
City of Salinas Public Works Department
200 Lincoln Ave., Salinas, CA 93901
(831)758-7438
diosefe@ci.salinas.ca.us

Client Reference: Jorge Aguilar, Project Manager
Wallace Group
612 Clarion Court, San Luis Obispo, CA 95765
(805) 544-4011
jorgea@wallacegroup.com

Contract Amount/Funding Source: \$186,000/Public Funding

Date of Contract/Date of Completion: May 2018/November 2023

Laguna Grande Trail Maintenance Strategy IS/MND

Project Objective/Description: EMC Planning Group prepared a biotic assessment and an initial study and mitigated negative declaration for the Laguna Grande Regional Park Trail Maintenance Strategy and update to the Laguna Grande Regional Park’s Master Plan for the Laguna Grande Joint Powers Authority (JPA). The purpose of these projects is to maintain and enhance the existing trail system with the park, which is located partially within the City of Monterey and partially within the City of Seaside, and is within the coastal zone. The initial study addressed the environmental impacts associated with trail improvement and maintenance activities at the park; impacts of primary concern were associated with biological and archaeological resources. The mitigated negative declaration was adopted by the Laguna Grande JPA in March 2023.

Contracting Agency Reference:	Kimberly Cole, AICP, Community Development Director City of Monterey 570 Pacific Street, Monterey, CA 93940 (831) 646-3759 cole@monterey.org
Client Reference:	BFS Landscape Architects/ Elizabeth Matz, Project Manager 425 Pacific Street, Monterey, CA 95370 (831) 646-1383 beth@bfsla.com
Contract Amount/Funding Source:	\$70,265.00/Public Funding
Date of Contract/Date of Completion:	July 2021/March 2023

3.0 Organization and Approach

3.1 Roles and Organization

EMC Planning Group will be the prime contractor for this project, and provide professional environmental document services. Our firm will contract with three technical subconsultants who will provide design support and/or environmental impact assessments not covered by the firm’s in-house technical experts. Further information regarding subconsultants is found in the subsection titled [Technical Subconsultants](#).

EMC Planning Group Personnel

[Table, 1, EMC Planning Group Personnel](#), lists the EMC Planning Group personnel who may be assigned to the project and their roles.

Table 1 EMC Planning Group Personnel

Staff Member	Title	Role
Teri Wissler Adam	Senior Principal	Principal-in-Charge
Stuart Poulter, AICP, MCRP	Senior Planner	Project Manager/CEQA and NEPA Documentation Preparation
Shoshana Lutz	Associate Planner	CEQA and NEPA Documentation Preparation
Esme Wahl	Associate Planner	CEQA and NEPA Documentation Preparation/Coastal Planning
Ron Sissem, MRP	Senior Planner	Greenhouse Gas Analysis Lead
Zane Mortensen, MS	Associate Planner	Air Quality Analysis Lead
Janet Walther, MS	Principal Biologist	Biological Resources Lead
Patrick Furtado	Senior Biologist	Biological Resources
Vanessa Potter, MA	Registered Professional Archaeologist	Cultural Resources and Tribal Cultural Resources (Archaeology)

Technical Subconsultants

Table 2, [Technical Subconsultants](#), presents the three subconsultants to perform design support and environmental impact assessment not provided by in-house personnel.

Table 2 Technical Subconsultants

Firm Name	Technical Specialty	Personnel
Wallace Group	Design Support (Bike Trail Design), Transportation Engineering, Hydrology/Water Quality, Section 408 Permitting	Jorge Aguilar, PE, QSD/P, Principal Kari Wagner, PE, Director of Water Resources Matt Wilkins, PLA, Director of Landscape Arch. Sarah Huffman, PE, Senior Civil Engineer Ann Sever, PLA, LEED AP, Landscape Arch.
AMBIENT Air Quality & Noise Consulting	Noise/Vibration	Kurt Legleiter, Principal
Long Historic Preservation Services	Historical Resources	Amber Long, MA, Principal Architectural Historian

3.2 Project Management Approach

EMC Planning Group specializes in assisting public agencies with environmental review, technical assessment, and preparation of CEQA and NEPA compliance documentation. The firm understands provision of these services requires technical knowledge and an understanding of natural processes, and how those processes might be affected by proposed development projects. That expertise and knowledge is leveraged by conducting thorough research and analysis of environmental impacts to produce complete informational documentation for decision makers on

the potential environmental effects of land use and development. EMC Planning Group will utilize existing data, as appropriate, some of which may require a professional peer review. Multi-disciplinary teams that include specialists will be formed to align with the environmental and design needs of this project.

Delivery of Services

The project will be assigned a principal-in-charge, a project manager, and an assistant project manager as well as the necessary team members required to assist with research and development, writing sections of environmental documentation, preparation of graphics, and production of the documents. The principal-in-charge and the project manager will delegate work to in-house team members and subconsultants as required by the scope of work, monitor project progress, and ensure project milestones (benchmarks) are met according to the project schedule. Staff meetings at EMC Planning Group are held every Monday morning to discuss project schedules and workload. Project meetings are held as necessary and on an impromptu basis to address issues immediately. Monthly progress reports and/or regular communications are prepared to keep the lead agency informed of the work under preparation. New issues or potential challenges are reported in a timely manner.

Quality Control and Assurance

The project manager and principal-in-charge review all versions of environmental compliance documents or reports for technical adequacy following each revision and prior to delivery to the client. Additionally, EMC Planning Group utilizes a variety of document templates and produces a document “Style Guide” for employees to use when preparing environmental compliance documents and reports. This ensures consistency in the documents, especially when several people are working on one project.

3.3 Team Resumes and References

EMC Planning Group staff resumes are included in [Attachment A](#).

4.0 Statement of Work

4.1 CEQA and NEPA/Section 408 Permitting Scope of Work & Deliverables

In accordance with instructions provided in the Request for Proposals (RFP), EMC Planning Group will prepare and deliver the following CEQA documents as part of the CEQA compliance process:

- Notice of Preparation, Project Description, Environmental Setting, and Description of Project Alternatives;
- Schedule Updates (updated project schedules to be submitted to the County at various intervals throughout the project process);

- Administrative Draft EIR and Technical Studies;
- Draft EIR and Technical Appendices;
- Written Summary of Comments at the Public Hearing on the Draft EIR;
- Responses to Comments on the Draft EIR;
- Administrative Final EIR;
- Draft Final EIR;
- Final EIR;
- CEQA Findings and Statement of Overriding Considerations; and
- Submit NEPA Documentation and Section 408 Permit to the U.S. Army Corps of Engineers (USACE).

Meetings with County of Santa Barbara (County) Planning staff and trustee and responsible agencies, as well as scoping hearings, public outreach hearings, and public hearings have also been incorporated into this work program. Each component of the work program is discussed below.

Note Regarding Electronic & Hard Copy Deliverables

All electronic deliverables will be compatible with Microsoft Word 2010. All hard copies of deliverables will be double-sided, printed on recycled paper and spiral bound. All electronic submittals will be divided into chapters and file sizes that can be easily published on Public Works website.

4.1.1 Kick-Off Meeting and Initial Site Visit

EMC Planning Group and Wallace Group staff will attend an in-person project kick-off meeting with County staff to discuss topics including communications protocols, key environmental issues, potential public controversy, potential project alternatives, etc. In conjunction with the in-person kick-off meeting, EMC Planning Group staff will conduct an initial site visit to document and photograph the existing project site setting and conditions.

4.1.2 Project Management/Coordination and Progress Meetings

EMC Planning Group, in collaboration with Wallace Group, will provide ongoing project management throughout the process, including coordination with subconsultants, County Planning staff, and outside regulatory agencies, including, but not limited to, the Santa Barbara County Flood Control and Water Conservation District. EMC Planning Group will hold periodic progress meetings (via Zoom) with County staff at a time and frequency that will be determined at the project kick-off meeting. However, this scope and budget assumes that up to 11 staff meetings (in addition to the kick-off meeting discussed above) will be attended virtually. EMC Planning Group will also work with Wallace Group to develop and maintain a project schedule and prepare status reports submitted to the County on a monthly basis.

4.1.3 Prepare Notice of Preparation, Project Description, Environmental Setting, and Description of Project Alternatives

Prepare Notice of Preparation

Prepare a draft notice of preparation for review and approval by County staff. Prepare a final notice of preparation and distribute to the State Clearinghouse, the County Clerk, and the County's list of local and regional agencies.

The following sections of the EIR will be prepared and submitted to County staff as a first deliverable in order to provide the framework for the rest of the environmental analysis:

Environmental Setting

This section will include a discussion of the existing, physical environmental setting at the project site by which the proposed project will be evaluated.

Project Description

EMC Planning Group staff will prepare a draft project description, in coordination with County staff, for inclusion in the administrative draft EIR.

Description of Project Alternatives

According to the RFP, the following options for the project alternatives will be considered in the EIR:

1. Development of the bike trail on the existing Santa Maria River levee within the existing footprint.
2. Evaluate a new design alternative to reduce the footprint of the levee.
3. Evaluate the alternatives design, including different surfaces, types of fencing to accommodate wildlife and flood control maintenance activities, etc.
4. Other design options that may achieve the project goals and can be permitted by regulatory agencies.
5. No project.

Wallace Group will assist EMC with the examination and consideration of project alternatives. The team assumes up to two (2) alternatives will be developed for consideration. Wallace Group's transportation and landscape architecture teams will help develop draft concept plans showing trail width, trail riding surface, fencing or barrier locations, potential locations and needs for future resting stations, restroom facilities and hydration stations, access ways, access gates and general layout.

The sheets are assumed to be 100-scale, 11"x17" and will include up to three (3) typical sections of the alignment and two (2) enlargements of the staging areas. We assume a total of ten (10) sheets are needed for each alternative.

Wallace Group will assist EMC with also assist with the Alternatives Analysis document which may include a basis of design narrative for each alternative, material descriptions, and cost analysis to insert into the Alternatives Analysis document.

Deliverables

One reproducible electronic copy (Microsoft Word 2010 compatible and PDF) via email, Drop Box or FTP site.

These components of the EIR will be submitted as a standalone document to be delivered to the County within thirty (30) working days after the County authorizes work to proceed on the contract.

4.1.4 Prepare Administrative Draft EIR and Technical Studies

EMC Planning Group will prepare an administrative draft EIR for review by the County, incorporating the responses to the notice of preparation to ensure all relevant concerns raised are addressed within the document.

The administrative draft EIR will include the analysis from all applicable technical studies including tables and exhibits for easy data presentation. All environmental impact topics will include a description of the existing conditions, potential project impacts (both onsite and offsite as may be necessary), significance conclusions, and identification of mitigation measures, as necessary. EMC Planning Group will prepare the administrative draft EIR based on the scope of topics summarized below.

Based on a preliminary understanding of the proposed project, EMC Planning Group staff assume the following environmental topics will not be addressed further in the EIR:

- Land Use and Planning. The project would not divide an established community. The EIR will include a thorough analysis of the County's general plan policies applicable to the project area. See EIR scope of work section "Consistency with Applicable County of Santa Barbara General Plan Goals and Policies";
- Mineral Resources. This section will address any known mineral resources in the area;
- Population and Housing. The project would not affect population or housing;
- Public Services. This section will address fire protection, police protection, school, and other public facility; however, it is anticipated that there would be no impacts or that the impacts would not be significant;
- Public Safety. The County's public safety thresholds apply to risks stemming from oil and gas well facilities, gas and hazardous liquids pipelines, and other associated oil and gas facilities. The proposed project is a bike trail and does not involve any oil and gas facility or pipeline. Therefore, this issue will not be addressed further in the EIR;

- **Transportation.** The proposed project would not result in operational transportation impacts. However, construction of the project would result in traffic and therefore, vehicle miles traveled during construction will be reported, but primarily for use in the air quality, greenhouse gas emissions, and energy sections of the EIR. Construction-related trip generation data will be obtained from the County;
- **Utilities and Service Systems.** The project is a construction project and would not result in long-term impacts on water systems, wastewater systems, solid waste facilities, storm water drainage facilities, telecommunication facility, or power facilities; and
- **Wildfire.** The project site is located within a “Local Responsibility Area” according to the California Department of Fire and Forestry Protection (CAL FIRE) and is not located within “Very High” or “High” Fire Hazard Severity Zone. Therefore, this issue would not be addressed further in the EIR.

Consistency with Applicable County of Santa Barbara General Plan Goals and Policies

This section will include an analysis of the proposed project’s consistency with environmental goals and policies in these regulations. The policy analysis, presented in table format, will focus on visual aesthetics, agricultural resources, biological resources, cultural resources, noise, surface and storm water quality, and transportation. However, it will also address other applicable environmental policies.

Agricultural Resources

Large portions of the adjacent areas immediately south of the proposed levee bike trail are designated as “Unique Farmland” or “Prime Farmland” according to the California Department of Conservation “Santa Barbara County Important Farmland 2018” map. As noted in the County’s *Environmental Thresholds and Guidelines Manual*, “adjacent land uses can play an important role in the continuing suitability and productivity of a property for agricultural uses. In general, being surrounded by agricultural or open space is conducive to continued agricultural use, while encroachment of urban uses may be problematic.”

In accordance with the County’s *Environmental Thresholds and Guidelines Manual*, the EIR will address the County’s following thresholds associated with agricultural resources to analyze the proposed project’s potential impacts to agricultural resources:

- Will the proposal result in the conversion of prime agricultural land to nonagricultural use, impairment of agricultural land productivity (whether prime or nonprime), or conflict with agricultural preserve programs?
- Will the proposal result in any effect [potentially significant adverse effect] upon any unique or other farmland of State or Local Importance?

The County's thresholds for determining agricultural resource impacts provide a methodology for evaluating agricultural resources. These guidelines utilize a weighted point system to serve as a preliminary screening tool for determining significance. The tool assists planners in identifying whether a discretionary act would result in the conversion of a parcel which qualifies as viable using the weighting system, from an agricultural use to a non-agricultural use or the substantial disruption of surrounding agricultural operations. A project which would result in the loss or impairment of agricultural resources would create a potentially significant impact. The proposed project will be evaluated utilizing the County's thresholds and guidelines for determining agricultural resource impacts, with a particular focus on impacts to adjacent agricultural uses, and the conclusions of the analysis will be presented in this EIR section.

Air Quality, Greenhouse Gas Emissions, and Energy

The project site is located in the South Central Coast Air Basin (air basin). The Santa Barbara Air Pollution Control District (air district) has jurisdictional authority within the air basin. The proposed project would generate criteria air pollutant emissions during construction. Operational impacts are not anticipated. This section of the EIR will address whether the project would conflict with or obstruct implementation of the applicable air quality standards, result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment, and create air pollutant concentrations that could create risk for public health.

Emissions Modeling

The California Emissions Estimator Model (CalEEMod) will be used to calculate construction-related criteria air pollutant and greenhouse gas (GHG) emissions, from diesel and gasoline powered equipment, paving, and other activities based on project specific information. The model assumptions and methodology will be incorporated into the EIR and the modeled results will be presented in appendices of the final document.

The following tasks will be completed:

- Review the project description to identify proposed construction information for use as model data inputs; and
- Conduct a single model run to quantify the construction emissions generated from the proposed project under unmitigated conditions.

Air Quality Analysis

The air district provides direction for air quality analysis. In January 2022, the air district released a limited update to its *Scope and Content of Air Quality Sections in Environmental Documents*, which provides guidance for assessing and mitigating air quality impacts of development projects. This document will be the primary guidance used in the air quality analysis.

Implementation of the proposed multi-purpose trail would generate criteria air pollutant emissions during construction. Emissions from construction activities represent temporary impacts that are typically short in duration, depending on the size, phasing, and type of project. Air quality impacts can nevertheless be acute during construction periods, resulting in significant localized impacts to air quality. Although the air district currently does not have quantitative thresholds of significance for short-term emissions in place, CEQA requires that short-term impacts, such as exhaust emissions from construction equipment and fugitive dust generation during grading, be discussed in the environmental document. CalEEMod results will be used to quantify construction emissions for informational purposes.

The following tasks will be completed:

- Describe the physical and climatological characteristics of the air basin, existing air pollutant conditions, and health effects of air pollutants;
- Review and describe current air district documents, policies, and applicable regulatory requirements;
- Review and disclose modeled criteria air pollutant emissions results in line with air district's guidance for short-term and construction related emissions;
- Identify project sources of hazardous air pollutants and health risks associated with them, based on locations of sensitive receptors; and
- If necessary, identify "Best Management Practices" to control construction dust or particulate matter emissions, including equipment exhaust, that should be considered as conditions of project approval to minimize the short-term impact of construction related emissions.

Greenhouse Gas Emissions Evaluation

The following tasks will be completed to assess construction GHG effects:

- Briefly summarize the existing climate change setting;
- Briefly summarize applicable existing climate change policy and regulatory setting;
- Present County-proposed measures or features of the project that could reduce energy demand and GHG emissions, if any; and
- Reference the CalEEMod results to identify the projected total GHG emissions volume.

Energy Analysis

The proposed project will require energy for construction. The primary common types of energy consumed during construction and operations of land use projects are transportation fuel, electricity, and natural gas. For the proposed project energy demand will be limited to short-term construction activities and more focused on transportation fuel and construction equipment fuel demand. The energy impact analysis will be qualitative given that there are no quantitative thresholds for

determining whether the energy needs of a project would be wasteful, inefficient, or unnecessary, or if for a construction project, whether it would conflict with a state or local plan for renewable energy or energy efficiency.

Biological Resources

Based on a preliminary review of aerial photographs, the proposed trail will predominantly be confined to the existing gravel-topped Santa Maria River levee. Where the trail starts in Guadalupe and ends in Santa Maria, the proposed trail corridor may impact areas of annual grassland and channelized drainages identified in the *National Wetlands Inventory* (U.S. Fish and Wildlife Service 2023). Given their inclusion in the inventory, it is possible that the channelized drainages fall under the jurisdiction of the U.S. Army Corps of Engineers, the Santa Barbara County Flood Control and Water Conservation District, Regional Water Quality Control Board and/or the California Department of Fish and Wildlife.

According to the *California Natural Diversity Database* (California Department of Fish and Wildlife 2023), there are a number of special-status species with the potential to occur within the project area, including:

- Blushing layia (*Layia erubescens*);
- La Graciosa thistle (*Cirsium scariosum* var. *loncholepis*);
- Nipomo Mesa ceanothus (*Ceanothus impressus* var. *nipomensis*);
- Monarch - California overwintering population (*Danaus plexippus plexippus*);
- California red-legged frog (*Rana draytonii*);
- western spadefoot (*Spea hammondi*);
- coast horned lizard (*Phrynosoma blainvillii*);
- Northern California legless lizard (*Anniella pulchra*);
- Western pond turtle (*Emys marmorata*);
- Swainson's hawk (*Buteo swainsoni*);
- San Joaquin kit fox (*Vulpes macrotis mutica*);
- Roosting bats; and
- Nesting birds.

This evaluation will assess potential habitat present for special-status species in the area and recommend mitigation measures for the protection of biological resources. If suitable habitat is identified, recommendations may also include the need for additional specific or protocol-level surveys to be conducted during an appropriate time of year.

The following scope of work includes tasks to conduct a reconnaissance-level biological survey and prepare a section addressing biological resources in the EIR.

Biological Assessment

A biological assessment will be prepared to address the potential for habitat for state- and federally-listed special-status species, and recommend conservation measures for the protection of biological resources. Analysis in the document will be suitable for use in future biological permitting tasks, such as the U.S. Army Corps of Engineers Section 408 permit process. It will be prepared to address the requirements of CEQA and the USACOE's Section 408 process for NEPA.

The following scope of work includes tasks to conduct a reconnaissance-level biological survey and prepare a biological assessment.

- Compile and review available project information, including preliminary site plans and aerial photographs. Conduct a review to determine the special-status species that have been recorded as occurring within the general project vicinity based on current database searches of California Department of Fish and Wildlife's *California Natural Diversity Database*, the California Native Plant Society Rare and Endangered Plant Inventory, the U.S. Fish and Wildlife Service's *Information for Planning and Consultation* database, the U.S. Fish and Wildlife Service *National Wetlands Inventory*; and other biological studies conducted in the vicinity of the project site, if available.
- Complete a reconnaissance-level field survey to (1) identify and map the principal plant communities; (2) assess the potential for special-status species and their habitats, wildlife movement corridors, potentially jurisdictional wetlands and waterways, regulated trees, and other significant biological resources to occur; and (3) identify and map any observed locations of special-status species and/or habitats. Plant and wildlife species observed during the survey will be recorded in field notes. Any special-status species observed will be reported to the California Natural Diversity Database in compliance with California Department of Fish and Wildlife permit requirements, after the information is provided to the client.
- A draft biological assessment will be prepared describing existing habitats and plant and animal species found on the project site and vicinity, and discussing the occurrence of and/or potential for special-status species and their habitats. One or more figures will be prepared to illustrate habitat types and the location(s) of special-status species occurring on or in the vicinity of the project site. Potential impacts to biological resources will be identified, and mitigation measures will be provided to minimize potential impacts when possible. A pdf version of the report will be submitted for review and comment.

Note: Focused surveys for specific plant and/or animal species are not included in this proposed scope of work. The presence or absence of certain species can be determined during the reconnaissance-level site assessment. If appropriate habitat for other sensitive species is observed

during the site assessment, species-specific surveys may be required (i.e., surveys for annual plants not in bloom at the time of the reconnaissance-level survey, protocol-level surveys for special-status wildlife species, etc.).

Biological Resources EIR Section

Prepare the biological resources section of the EIR utilizing the Biological Assessment prepared in Task 1. Potential impacts to biological resources will be identified, and mitigation measures will be provided to minimize potential impacts when possible.

USACE Section 408 Permitting Support

EMC Planning Group biologists will support Wallace Group in preparing technical documentation for biological resources for the 408 Permit submittal package. This includes submittal of the Biological Assessment and participation in pre-application meetings (virtual).

Optional Task – Wetland Delineation and Report

Although not included in the original Request for Proposals, based on a review of the U.S. Fish and Wildlife Service's *National Wetlands Inventory* maps and aerial photographs, one or more features within the project boundary may be considered jurisdictional by the U.S. Army Corps of Engineers, Regional Water Quality Control Board and/or the California Department of Fish and Wildlife. The following optional task would evaluate potential impacts to these features and the report would be used in permit applications, if needed.

This task includes measuring and mapping the drainage features shown in the *National Wetlands Inventory* as potential waterways and investigating existing soil conditions in the ditches through analysis of one or more soil test pits and preparing a wetland delineation report. The drainages will be evaluated using the U.S. Army Corps of Engineers protocol, which delineates wetlands as features with the following key criteria:

- **Vegetation:** The dominant vegetation must consist of species that are typically adapted to grow, effectively compete, reproduce, and/or persist in anaerobic soil conditions.
- **Soil:** Soils present are classified as hydric, or they possess characteristics that are associated with reducing soil conditions.
- **Hydrology:** The area is inundated either permanently or periodically, or the soil is saturated to the surface at some time during the growing season of the prevalent vegetation.

Mapping will be completed using a GPS receiver in the field at the time of the survey. The points will be uploaded into GIS for use in calculating wetland/waterway acreage and length. U.S. Army Corps of Engineers jurisdiction is defined by the ordinary high-water mark, Regional Water Quality Control Board jurisdiction is defined by the top of bank, and California Department of Fish and Wildlife jurisdiction is defined by the edge of riparian vegetation.

A preliminary wetland/waterway delineation report will be prepared identifying potentially jurisdictional drainage features, including calculation of acreage and length of the drainage features to be impacted. The report will include the information identified in the Los Angeles U.S. Army Corps of Engineers District's *Preliminary Jurisdictional Determination Form*. The client will be provided with a draft electronic version of the report for review and comment. A final PDF version will be delivered to the client for submittal to the Los Angeles U.S. Army Corps of Engineers Los Angeles District with a request for a preliminary jurisdictional determination.

Cultural Resources (Archaeological, Historic, and Tribal Cultural Resources)

According to the County's general plan (Conservation Element), the Santa Maria River Levee is not included in the list of "historic sites" in Santa Barbara County. The levee is also not listed on the County's "Historic Landmarks" inventory nor as a "Place of Historic Merit." According to the City of Santa Maria's 2001 General Plan "Resources Management Element," the Santa Maria Valley is not a major archaeological or paleontological resource area, as only a few sites have been recorded or discovered in the area. The Resources Management Element in the City's general plan (Figure RME-5) delineates High or Moderate, Low, and Negligible archaeological sensitivity areas within the city; the project site is designated as "Archaeological Sensitivity Area 3 – Negligible Sensitivity."

However, it is generally recognized that sensitive archaeological and/or tribal cultural resources are often found along streams and other waterways. In addition, the County's general plan notes that "as very little is known at present of the archaeology of the northwestern portion of the County, every effort should be made to ensure the protection of sites in this area." Therefore, if undiscovered historic resources or unique archaeological resources are located within the project site, they could be adversely affected by the proposed project.

EMC Planning Group Registered Professional Archaeologist, Vanessa Potter, M.A., in combination with Santa Maria-based architectural historian, Amber Long, M.A., Principal Architectural Historian of Long Historic Preservation Services, would conduct the following steps to complete the cultural and tribal cultural resources sections of the EIR:

Cultural (Archaeological) Resources and Tribal Cultural Resources

Archival Record Search

Review available background research including site plans, maps, and aerial photographs, and conduct a search of the National Register of Historic Places, an archival search of the database of the California Historical Resources Information System affiliated with the California Office of Historic Preservation for the project boundary, and a Sacred Lands Search with the Native American Heritage Commission to determine if any known archaeological, historical, Sacred Sites, or Tribal Cultural Resources are recorded on or within a quarter mile of the project boundary. This will information will be shared with any tribes seeking tribal consultation with the County.

Assumption: the CHRIS database search is confidential, so it is unknown if/or how many cultural resources exist within the project area. Therefore, the cost provided represents only an estimate.

Reconnaissance Survey

Conduct a reconnaissance-level archaeological pedestrian survey of the area to determine if surface indicators of historic or prehistoric archaeological resources are present. The presence of surface materials, such as shell fragments, groundstone, or debitage (lithic waste flakes), ceramics, glass, could indicate additional subsurface prehistoric or historic archaeological resources. Pre-survey work will include review of the bike trails plans: proposed access ways, gates, and layouts to ensure that cultural resources (if any) are protected. Staging areas will also be considered.

Archaeological Report

Prepare a report that describes the methodology used to conduct the survey, relevant historical and ethnographic contextual information, maps of the area, pertinent photographs, the results from the Sacred Lands search, and a summary of the results from the archival and field research. The report will identify the environmental and regulatory setting, including the likelihood of project impacts to potentially significant prehistoric or historic archaeological resources.

Cultural Resources and Tribal Cultural Resources EIR Sections

Prepare the cultural resources and tribal cultural resources sections of the EIR. The section will present the anticipated project impacts and determine their levels of significance, and include appropriate mitigation measures to avoid, minimize, and/or mitigate potentially significant impacts to cultural and tribal resources.

NEPA Documentation and Section 408 Permitting

EMC Planning Group's archaeologist will assist with NEPA documentation and support Section 408 permitting.

Tribal Consultation Assistance

This scope of work assumes that EMC Planning Group will assist County staff in conducting tribal consultation pursuant to the requirements of Assembly Bill (AB) 52. The County will send out all notifications on County letterhead and pay all postage fees, but EMC Planning Group will participate in any consultation meetings if any tribe requests consultation.

Historical (Built) Resources

Amber Long, MA, of Long Historic Preservation Services, will prepare historic resource evaluation to evaluate the Santa Maria River Levee system as detailed in [Attachment B](#). The findings of the historic resource evaluation will be incorporated into the cultural resources section of the EIR.

Noise

The proposed project would not result in any operational noise; however, construction-related traffic and on-site construction work would create noise.

AMBIENT Air Quality & Noise Consulting (AMBIENT) will conduct a construction noise analysis (utilizing the County's adopted noise thresholds) and EMC Planning Group will incorporate it into the EIR. AMBIENT's full scope of work is included as [Attachment C](#). The following tasks are proposed.

- Review relevant responses to the notice of preparation and information obtained from other public agencies;
- Calculate construction equipment noise levels. AMBIENT will review the construction information provided by the project applicant and will assign noise levels for each of the identified pieces of equipment/operations proposed for remediation. Noise levels from individual pieces of construction equipment, and from each phase of construction, will be calculated at the nearest receptors;
- Calculated noise levels will be compared to applicable thresholds to identify potential impacts at sensitive receptors in the area; and
- Mitigation measures will be presented if necessary.

Surface and Storm Water Quality

This section of the EIR would address whether the proposed project would violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality; erosion; and flood control.

The proposed project would result in a impact associated with surface and storm water quality if it would substantially alter the existing drainage pattern of the site or area, in a manner which would: i) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite; ii) would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or iii) impede or redirect flood flows. The following tasks are proposed:

- Review relevant responses to the notice of preparation and information obtained from other public agencies;
- Consult with the Regional Water Quality Control Board (Central Coast) as necessary;
- Present the existing hydrological conditions at the project site;
- Identify the potential for water quality impacts associated with the project;
- Identify the potential for flooding associated with the project; and
- Present best management practices and/or mitigation measures, as appropriate.

Visual Aesthetics

This section of the EIR will address the potential for the proposed project to alter scenic vistas, scenic resources, and visual resource conditions in the project vicinity. The County's Open Space Element notes that "the Santa Maria River flood plain is designated as open space for public health and safety" (Santa Barbara County 2009, page 69) but the project site is not otherwise specifically noted as having high scenic value according to the County's "Scenic Values" map (Santa Barbara County 2009, page 27). According to the California Department of Transportation (Caltrans) State Scenic Highway System Map, the project site is immediately west (approximately 1.2 miles) of an eligible state scenic highway U.S. Route 101. It is noted that the segment of State Route 1 immediately to the east of the western terminus of the proposed levee trail (through the City of Guadalupe) is neither an eligible or officially designated state scenic highway.

Wallace Group will prepare photo renderings and designs of the bike trail to present the visual impacts of the project. Wallace Group's full scope of work is included as [Attachment D](#). EMC Planning Group will evaluate the simulations and conduct the impact analysis as part of the visual aesthetics section of the EIR. The following tasks will be completed:

- Review the applicable responses to the notice of preparation and information obtained from other public agencies;
- Photograph the project area from applicable viewsheds and scenic resources along the publicly accessible segments of the existing levee trail as well as photograph surrounding uses and describe the existing visual setting;
- Describe views to the project area that are available from applicable viewsheds and scenic resources and U.S. Route 101;
- Present existing and proposed images of the project site utilizing site photos and other visual representations of the project concept design to be prepared by Wallace Group;
- Evaluate the visual effects of proposed improvements on the project site and surrounding viewsheds;
- Determine if the proposed project would conflict with applicable zoning and other regulations governing scenic quality;
- Identify visual impacts that may be significant;
- Identify General Plan policies and/or County conditions of approval that may serve as mitigation measures; and
- Present additional mitigation measures as may be necessary to reduce or eliminate significant visual impacts to a less-than-significant level.

Alternatives

An analysis of up to five (5) project alternatives discussed above under Task 4.1.3, including the no project alternative, are included in the budget. The impact analysis will include a discussion of consistency with applicable regulatory requirements.

Additional and/or revised CEQA alternatives may be developed after additional consultation with County staff. A scope and cost for evaluating any additional alternatives will be submitted to the County if additional alternatives are deemed necessary to evaluate in the project EIR.

Additional Required CEQA Topics

The additional CEQA topics to be addressed in the EIR include the following:

- Cumulative Impacts;
- Significant and Unavoidable Impacts; and
- Growth-Inducing Impacts.

Deliverables

One (1) reproducible electronic copy (Microsoft Word 2010 compatible and PDF) via email.

This deliverable will be submitted to the County within ninety (90) working days after the County authorizes work to proceed on the contract.

Assumption

County staff will distribute the administrative draft EIR for review by the appropriate County staff and will coordinate preparation of the County's comments. A comprehensive set of the comments will be sent to EMC Planning Group identifying specific revisions required prior to preparation of the public draft EIR.

4.1.5 Prepare Public Draft EIR and Technical Appendices and CEQA Noticing

EMC Planning Group will revise the administrative draft EIR and prepare a draft EIR for public review, as well as the notice of completion and notice of availability.

To provide for an efficient and timely response to public and agency comments, EMC Planning Group proposes to set up a special email address that would forward public comments directly to EMC Planning Group staff to begin reviewing and addressing during the 45 (or 60) day public review period. Public comments can be forwarded to County staff if requested.

Deliverables

One reproducible unbound copy, thirty (30) bound copies, thirty (30) electronic copies (Microsoft Word 2010 and PDF compatible) on compact disks, and two (2) electronic copies on compact disks with the files divided into chapters. The number of hard copies will be determined at the time of draft but for the purposes of this proposal, the proposed budget assumes up to thirty (30) bound copies.

One draft and one final electronic versions of the notice of completion and notice of availability. Notices will be distributed and posted consistent with the requirements of CEQA and the County.

This deliverable will be submitted to the County within twenty (20) working days after receipt of the County's final comments on the administrative draft EIR.

4.1.6 Written Summary of Comments at the Public Hearing on the Public Draft EIR

This task assumes EMC Planning Group staff will attend (virtually) a Board of Supervisors meeting to make a brief presentation on the draft EIR and take notes on verbal comments received on the draft EIR.

Assumption

City staff will provide meeting minutes and/or a video recording of the Board of Supervisors hearing.

Deliverables

One reproducible unbound copy, six (6) bound copies, and one electronic copy (Microsoft Word 2010 compatible and PDF) on compact disk.

Submit within ten (10) working days after receipt of the meeting minutes or video recording.

4.1.7 Prepare Administrative Final EIR

Upon completion of the 45 (or 60) day public review period, EMC Planning Group will evaluate the comments received on the draft EIR and prepare written responses in consultation with County staff. EMC Planning Group will prepare an administrative final EIR, including a draft response to comments document and provide to the County.

The budget accommodates responding to fifty (50) comment letters on the draft EIR. In addition, this scope of work assumes at least twenty (20) of those fifty comment letters would duplicate form letters. If the level of effort needed to respond to comments exceeds that, a contract amendment may be required. EMC Planning Group will provide an electronic (Microsoft Word) copy of the administrative final EIR.

Deliverables

One reproducible unbound copy, six (6) bound copies and six (6) electronic copies on compact disks or flash drives.

To be submitted within fifteen (15) working days after the close of the public comment period on the Draft EIR.

4.1.8 Prepare Final EIR

This scope of work assumes the draft EIR will not need to be revised and recirculated. If that need arises, a scope and budget will be prepared at the time.

Following County review of the administrative final EIR, EMC Planning Group will prepare the final EIR. EMC Planning Group will provide secure shared electronic access to Microsoft Word versions of the final EIR (or if revisions are limited to a few chapters, only modified chapters), as well as all Microsoft Word and PDF files of the draft EIR.

The Final EIR will include as a minimum, the following:

- Draft EIR;
- A list of all persons, organizations, and public agencies commenting;
- Copies of all written comments and summaries of verbal comments at a public hearing;
- Responses to all environmental issues raised in the comment; and
- Revisions to the Draft EIR.

Deliverables

One reproducible unbound copy, thirty (30) bound copies, thirty (30) electronic copies (Microsoft Word 2010 and PDF compatible) on compact disks, and two (2) electronic copies on compact disks with the files divided into chapters. The number of hard copies will be determined at the time of draft but for the purposes of this proposal, the proposed budget assumes up to thirty (30) bound copies.

Assumption

County staff will distribute the administrative final EIR for review by the appropriate County staff and will coordinate preparation of the County's comments. A comprehensive set of the comments will be sent to EMC Planning Group identifying specific revisions required prior to publication of the final EIR.

4.1.9 Prepare Final Certified EIR

Deliverables

One reproducible unbound copy, ten (10) bound copies, ten (10) electronic copies on compact disks, and two electronic copies on compact disks with the files divided into chapters.

To be submitted within fifteen (15) working days after final decision maker (Board of Supervisors) action.

4.1.10 Prepare CEQA Findings and Statement of Overriding Considerations

EMC Planning Group will prepare draft and final (Microsoft Word 2010 compatible and PDF) CEQA resolution and the required findings of fact. EMC Planning Group will also prepare draft and final (Microsoft Word) a statement of overriding considerations (if necessary) for County staff's use in the final EIR certification and project approval hearing materials.

Deliverables

One electronic copy each of the draft and final (Microsoft Word 2010 compatible and PDF) CEQA resolution and the required findings of fact and statement of overriding considerations (if necessary).

4.1.11 NEPA Documentation and Section 408 Permitting

EMC Planning Group will prepare and assist with coordination of all required environmental review documentation in compliance with the National Environmental Policy Act (NEPA) and the U.S. Army Corps of Engineers Section 408 permitting requirements. Utilizing the “Section 408 Permission NEPA Compliance Submittal Checklist” utilized by the Los Angeles District of the U.S. Army Corps of Engineers, EMC Planning Group proposes the following set of tasks:

NEPA Documentation

NEPA Task 1 – Project Management

This task includes coordinating staff, general management and administration, and providing NEPA consultation for County staff and consultants.

NEPA Task 2 – Research and Development

This task includes a thorough review of the project materials and plans that identify all areas to be affected by the project, including construction staging areas, as well as any other planning documents applicable to the proposed project.

NEPA Task 3 – Consultation with USACE and Other Agencies

This task includes assisting County staff with consultation/coordination efforts with outside local, state, and federal agencies as pertains specifically to the NEPA review process including, but not limited to: U.S. Army Corps of Engineers, Santa Barbara County Flood Control and Water Conservation District, and U.S. Fish & Wildlife Service.

NEPA Task 4 – Technical Reports

Specific studies and technical reports, not already identified and previously conducted, would be identified in consultation with County and U.S. Army Corps of Engineers staff. However, potential technical studies to be performed include additional biological evaluation for environmentally sensitive areas, cultural resource survey, air quality analysis, and visual analysis.

NEPA Task 5 – Develop Purpose and Need and Identify Alternatives for Study

This task includes development of a draft purpose and need statement in close coordination with County and U.S. Army Corps of Engineers staff and other key stakeholders. The purpose and need statement will be consistent with guidance available from the U.S. Army Corps of Engineers. In addition, a comparative review of the viable alternatives and a no action alternative will be provided. This section will also provide the reasoning for choosing the proposed project.

NEPA Task 6 – Complete Section 408 Permission NEPA Compliance Submittal Checklist

Based on research and any technical studies completed to date, complete and finalize the Section 408 Permission NEPA Compliance Submittal Checklist to verify the appropriate NEPA documentation required. Complete a draft and final version for County and U.S. Army Corps of Engineers staff review.

NEPA Task 7 – Prepare Administrative Draft Environmental Assessment (EA)

This task includes preparation of an administrative draft environmental assessment (EA) in accordance with U.S. Army Corps of Engineers. The EA will address the proposed actions and alternative impacts on the affected environmental resources. Specifically, it will identify the purpose and need for the proposed action; define the proposed action; detail the reasonable alternatives considered, including the no action alternative; describe the affected environment of the project site and surrounding areas; provide a discussion of the environmental consequences of the proposed action and reasonable alternatives; if deemed necessary, identify any mitigation measures; provide for consultation with state and federal agencies, other organizations and interested parties; and provide the opportunity for public hearing.

NEPA Task 8 - Prepare Draft EA

This task includes addressing County and U.S. Army Corps of Engineers staff comments on the administrative draft EA and preparing the draft EA for the required 30-day public review period.

NEPA Task 9 – Response to Comments/Decision Notice/FONSI

After completion of the required 30-day public review period, EMC Planning Group staff would respond to agency/public comments submitted on the draft EA. EMC Planning Group would then prepare a draft decision notice which would be published in a local newspaper (by County staff) along with a draft finding of no significant impact (FONSI) and mitigation monitoring and reporting program. Upon final review by County staff and U.S. Army Corps of Engineers staff, the final EA/FONSI would be prepared.

Section 408 Permitting Assistance

In conjunction with the NEPA scope of services identified above, the following set of tasks are proposed associated with preparation of and submittal of the Section 408 Permit Application to the Los Angeles District office of USACE.

Section 408 Task 1 – Prepare Section 408 Permit Application Package

In accordance with the “Section 408 General Submittal Checklist” prepared by the U.S. Army Corps of Engineers, Los Angeles District, EMC Planning Group will assist County staff with preparing the Section 408 permit application package. In accordance with the submittal checklist, the Section 408 permit application is anticipated to be made up of the following:

A. General Documentation

- B. Technical Analysis and Design Documentation
- C. Operation and Maintenance Documentation
- D. Real Estate Documentation
- E. Environmental Compliance Documentation

Wallace Group will assist EMC Planning Group with the Section 408 permit process by providing typical details of the selected design option for the trail.

Assumption

Based on feedback from County staff, it is our understanding that County staff will provide final construction plans for the Section 408 permit application. Wallace Group will only provide project renderings and photo exhibits of potential design concepts.

Section 408 Task 2 – Coordinate Submittal and Review of Section 408 Permit Application Package

In accordance with U.S. Army Corps of Engineers Section 408 application submittal requirements, EMC Planning Group will work with County staff to ensure timely submittal of all required Section 408 application materials

Section 408 Task 3 – Address U.S. Army Corps of Engineers Comments and Requests

Throughout the Section 408 Permit Application process and to ensure timely review and approval of the County's 408 Permit application, EMC Planning Group and Wallace Group staff will assist County staff with any comments, questions, or requests that are sent by U.S. Army Corps of Engineers staff.

Assumptions

- All required CEQA/NEPA noticing will be filed with the County Clerk and State Clearinghouse by County staff. EMC Planning Group can provide this service at an additional cost.
- All required posting and publishing of CEQA/NEPA noticing will be conducted by County staff. EMC Planning Group can provide this service at an additional cost.
- County staff will provide meeting minutes and/or a video recording of all Board of Supervisors hearings associated with the project.

5.0 Scheduling

A preliminary project schedule for both the CEQA and NEPA/Section 408 permitting set of tasks is presented in [Attachment E, Preliminary Project Schedule\(s\)](#).

6.0 Resource Allocation Matrix and Cost Proposal

The proposed budget spreadsheet is presented in [Attachment F, Resource Allocation Matrix & Cost Proposal](#).

7.0 Conflict of Interest

EMC Planning Group does not have any actual, apparent, or potential conflicts of interest that would constitute a conflict of interest relative to the services described in the Request for Proposal.

8.0 Litigation

EMC Planning Group has not been involved in any litigation in connection with any prior projects.

9.0 Agreement for Services of Independent Contractor

EMC Planning Group affirms that the terms of the proposal will remain in effect for ninety (90) days following the date of submittal. Please see [Attachment G, Agreement for Services of Independent Contractor \(Signature Sheet\)](#), for a signed statement accepting the terms of the Standard Agreement.

10.0 Contractor Information Sheet

The Contractor Information Sheet is found in [Attachment H, Contractor Information Sheet](#).

11.0 Disadvantaged Business Enterprise (DBE) Information

EMC Planning Group is classified as SB (Mirco) by the Office of Small Business and DVBE Services. The firm's certification number is 15769. A copy of the certificate is found in [Attachment I, SB & DVBE Certificate](#).

EMC Planning Group Staff Resumes



ATTACHMENT



Teri Wissler Adam

SENIOR PRINCIPAL

PROFESSIONAL EXPERIENCE

Ms. Wissler Adam joined the EMC Planning Group in 1991. Her area of expertise is in California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance.

Ms. Wissler Adam directs the CEQA and NEPA compliance projects for the firm. She has been responsible for a large variety of private projects, including residential, commercial, industrial, mixed-use, and large specific plan and general plan projects. She has also managed several projects for public facilities, such as recycled water projects, roadway projects, bikeway projects, bridge projects, elementary schools, high schools, and college campuses, and other public facilities, such as health clinics, landfills, child development centers, and federal research facilities. She has represented public clients throughout Monterey County, San Benito County, Santa Clara County, Merced County, San Luis Obispo County, San Mateo County, Santa Cruz County, and as far south as Los Angeles County.

EDUCATION

B.S. California Polytechnic State University
at San Luis Obispo, Business
Administration, Concentration in
Environmental Management, 1991

PROFESSIONAL ACHIEVEMENTS

- Presenter, CEQA Seminar, Lorman Education Services
- Presenter, CEQA Workshop, Association of Environmental Professionals
- Member, Association of Environmental Professionals
- Contributor, *Environmental Mitigation Handbook*, California's Coalition for Adequate School Housing, February 2009
- Past Director/President/Newsletter Editor, Monterey Bay Area Chapter, Association of Environmental Professionals

PROFESSIONAL ASSOCIATION

- Member, Association of Environmental Professionals



Stuart Poulter, AICP, MCRP

SENIOR PLANNER

PROFESSIONAL EXPERIENCE

Mr. Poulter joined the firm in 2015. His responsibilities include project management and preparation of initial studies and environmental impact reports in compliance with the California Environmental Quality Act (CEQA), with a primary interest and project experience in addressing impacts associated with historical (built) resources and wildfire hazards.

Mr. Poulter has demonstrated experience across a range of project types including recreation facilities, school sites, residential subdivisions, transportation facilities, coastal development/infrastructure, and commercial/ tourism development. In addition, Mr. Poulter provides staff support services to various municipal planning departments, where he processes permit applications including: general plan, specific plan, and zoning amendments; tentative maps; urban service area amendments; conditional use/coastal development permits; staff level historic evaluations; and architectural and site reviews. Processing development applications includes plan review and comments to the applicant, preparation of staff reports, findings, and resolutions, and presentations at public hearing. Additionally, he provides private clients with permit processing and entitlement assistance, constraints analysis, land use assessments, and feasibility analyses.

Prior to joining the firm and while completing his graduate degree in City and Regional Planning at Cal Poly-San Luis Obispo, Mr. Poulter worked as an environmental planning intern/technician in the private sector where he was responsible for the preparation of environmental documents in compliance with CEQA/NEPA and the preparation of permit application packages for various coastal and inland projects.

EDUCATION

M.C.R.P. California Polytechnic State University-San Luis Obispo, City and Regional Planning Program, Environmental Planning Concentration, 2015

B.A. Santa Clara University, History, 2008

PROFESSIONAL CERTIFICATION

AICP – American Institute of Certified Planners, 2018-Present

PROFESSIONAL ASSOCIATIONS

- Secretary, Monterey Bay-Silicon Valley Chapter Board of Directors, Association of Environmental Professionals, 2017-2019
- Member, Association of Environmental Professionals, 2014-Present
- Member, American Planning Association, California Chapter, 2014-Present

PROFESSIONAL DEVELOPMENT COURSES

- Introduction to Land Use Planning for Wildfires in California, CAL FIRE & Community Wildfire Planning Center (CWPC), March 2023
- CLE International – CEQA Conference (San Francisco), December 2022
- Cultural Resource Management: CEQA, NEPA and Section 106, UC Davis Continuing and Professional Education, January 2022

PUBLICATIONS

- Master's Capstone Project: *Recreational Trail Signage Plan and Draft Trail Map for California Polytechnic State University, San Luis Obispo*. June 2015. California Polytechnic State University, San Luis Obispo.



Shoshana Lutz

ASSOCIATE PLANNER

PROFESSIONAL EXPERIENCE

Mrs. Lutz joined the firm in 2017 with the primary responsibility of writing initial studies, environmental impact reports, and categorical exemptions in compliance with the California Environmental Quality Act (CEQA). Mrs. Lutz also prepares categorical exclusions under the National Environmental Policy Act (NEPA).

She has experience across a range of project types including residential and commercial development, school sites, recreation facilities, and coastal development/infrastructure. In addition to her environmental work, Mrs. Lutz provides private clients with permit processing and entitlement assistance as well as ongoing municipal planning assistance and representation at public meetings.

Prior to joining EMC Planning Group, Mrs. Lutz worked for the City of Carmel-by-the-Sea in the Community Planning and Building Department. Her responsibilities included assisting with preliminary plan check review for building and planning applications, conducting preliminary site assessments on residential properties, and conducting preliminary design reviews in residential and commercial areas.

EDUCATION

B.S. California State University Monterey Bay,
Environmental Science Technology and
Policy, Emphasis in Ecology and Natural
Resources, 2014

PROFESSIONAL ASSOCIATION

- Member, Association of Environmental Professionals



Esme Wahl

ASSOCIATE PLANNER

PROFESSIONAL EXPERIENCE

Ms. Esme Wahl joined EMC Planning Group as an Associate Planner in April 2023. Her area of expertise is local coastal plan amendments, coastal resiliency and adaption planning, habitat management and restoration, and coastal development permits.

Ms. Wahl previously worked for the California Coastal Commission as a Coastal Planner where she collaborated with local governments on issues such as sea-level rise adaption planning, groundwater basin sustainability, and coastal access maximization. She also worked with the counties of San Luis Obispo and Monterey to ensure local coastal development permits were consistent with the Coastal Act and Local Coastal Programs.

Ms. Wahl earned a Bachelor's of Science in Earth Science with a concentration in Environmental Geology from the University of California at Santa Cruz. Coursework included coastal geology, ecology, biology, environmental policy, GIS, California native plants, horticulture, geologic hazards, coastal adaption, groundwater modeling, and climate dynamics. Esme gained valuable experience in formal research data collection and interpretation through a two-month internship with CC-RISE at the University of California Santa Cruz, where she participated in an intensive coral research program.

EDUCATION

B.S. – Earth Science, Environmental Geology concentration, University of Santa Cruz, 2021. Graduated with highest honors.

SKILLS

- ArcGIS
- MS Word, Excel



Ron Sissem, MRP

SENIOR PRINCIPAL

PROFESSIONAL EXPERIENCE

Mr. Sissem worked for EMC Planning Group for three years writing environmental impact reports in the 1980s before taking on international assignments with USAID and the World Bank. His international experience includes national resource and protected area management in Mongolia, environmental auditing/impact evaluation to address business development lending risks in Bosnia and Herzegovina, clean technology deployment in India to reduce greenhouse gas emissions, and environmental compliance for USAID-funded economic development projects.

In 2002, Mr. Sissem returned to EMC Planning Group and has been a principal since 2016. His primary responsibilities are to manage large land planning and environmental review projects. He assists public agencies with California Environmental Quality Act (CEQA) compliance for diverse, complex projects; manages preparation of specific plans and general plans; and manages planning and entitlement processes for private clients.

Mr. Sissem is the firm's climate change/greenhouse gas emissions specialist. He manages climate change impact analyses for CEQA documents, consults local agencies on integrating climate planning strategies/policy/emission reduction measures into advanced planning documents (e.g. general plans and specific plans), and consults developers on climate change mitigation project design.

EDUCATION

M.R.P. University of North Carolina at Chapel Hill, Urban and Regional Planning, 1995

B.S. University of California at Santa Barbara, Geography, 1982

B.A. University of California at Santa Barbara, Environmental Studies, 1982

PROFESSIONAL ACHIEVEMENTS

- Awards, *City of Salinas Economic Development Element*, 2014
 - Outstanding Planning Document-Association of Environmental Professional (2016)
 - Economic Planning and Development Award of Excellence-American Planning Association, California Chapter, Northern Section (2015)
 - Economic Planning and Development Award of Merit-American Planning Association California Chapter (2015)
- Presenter, Advanced CEQA Workshop, Association of Environmental Professionals (2009, 2010, 2013)
- Authored "A Guide to Maximizing Profits and Business Stability through Environmental Management," produced by the World Bank
- Federation of Bosnia, Ministry of Environment Achievement Award for advancement of environmental management in Bosnia



Zane Mortensen, MS

ASSOCIATE PLANNER

PROFESSIONAL EXPERIENCE

Mr. Mortensen joined the firm in 2022 to provide support in the preparation of environmental planning and land use documents for a variety of development projects such as residential sites, schools, subdivisions, specific plans, hospitals, and recreational facilities. Primary responsibilities involve conducting air quality and greenhouse gas emissions modeling and analysis, as well as the preparation of environmental review documentation in compliance with CEQA/NEPA regulatory standards.

In May 2019, he was awarded a Master's of Science degree from the Environmental Science Graduate Program at California State University, Monterey Bay (CSUMB). During his academic career, he developed a range of skills to apply to environmental issues within the community while working on projects for both State and County entities. He also had the opportunity to participate in research focused on the development of water treatment technology aimed at remediating agricultural pollutants from local tributaries.

Upon receiving his Master's of Science degree in Environmental Science from CSUMB, Mr. Mortensen was hired by the Rural Community Assistance Corporation to facilitate planning efforts that supported drinking water, wastewater, and stormwater infrastructure development for low-income rural communities. His role largely involved overseeing State funded consolidation efforts between small rural community water systems and larger local utility providers.

EDUCATION

- M.S. California State University Monterey Bay, Environmental Science, 2019
- B.S. California State University Monterey Bay, Environmental Science Technology and Policy, 2017
- A.S. Cerritos College, Natural Sciences, 2015
- A.A. Cerritos College, Automotive Mechanical Repair, 2013

CERTIFICATIONS & TRAINING

- UC San Diego CEQA Practice Certification, current enrollment
- The Safe Drinking Water Act, 2019
- Advanced Water Treatment, 2019
- Successful completion Grade I Wastewater Plant Operator Examination, 2014

PUBLICATIONS

- *Current Conditions and Restoration Scenarios for the Carmel River and Riparian Corridor at the Rancho Cañada Parcel of Palo Corona Park: Carmel Valley CA, Central Coast Watershed Studies, March 2019*
- *Hydrology and Water Quality of the Big Sur Land Trust Property in Carr Lake, Central Coast Watershed Studies, April 2019*
- *Isolation of Microbial Populations with the Ability to Use Pesticides as a Sole Carbon Source in Multichannel Woodchip Bioreactors under a Controlled Environment, American Chemical Society, October 2018*



Janet Walther, MS
PRINCIPAL BIOLOGIST

PROFESSIONAL EXPERIENCE

Ms. Walther joined the firm in 2003 and has been working in the field of biology since 2000. She is responsible for performing botanical and wildlife surveys; wetland and waters of the U.S. determinations; data analysis; and reports in support of management agreements, permits, and mitigation monitoring. She assists clients in complying with the Federal Endangered Species Act, California Endangered Species Act, Sections 401 and 404 of the Clean Water Act, California Fish and Game Code, and local (county and/or city) regulations.

Ms. Walther works with clients to design projects to avoid or minimize impacts to threatened and endangered species. Where impacts are unavoidable, she helps create mitigation strategies and the application documents necessary to obtain the required permits, including habitat conservation and land management plans.

In addition to her experience in biological survey and reporting, Ms. Walther is responsible for preparation of environmental documents in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). She produces a variety of graphics for use in environmental and natural resources documents and routinely works with ArcGIS, AutoCAD, and Adobe Illustrator/Photoshop.

In previous positions, Ms. Walther inventoried both native and non-native species in compliance with regulatory requirements, and assisted in preparing California Energy Commission Applications for Certification for four major power plant projects in California. She also conducted biological survey work in southern California and the High Desert and wetland and endangered species survey work in Nevada, Arizona, Georgia, and Florida.

EDUCATION

- M.S. California State University Monterey Bay, Coastal Watershed Science and Policy, 2014
- B.S. California Polytechnic State University at San Luis Obispo, Ecology and Systematic Biology, 2000 - Concentration: Environmental Management

CERTIFICATES AND TRAINING

- Biology and Management of California Tiger Salamander Workshop, Elkhorn Slough Coastal Training Program, 2007
- Biology and Management of California Red-legged Frog Workshop, Elkhorn Slough Coastal Training Program, 2007
- OSHA 40-hr HAZWOPER Certificate, 2001 and 8-hr Refresher Training, 2002-2007
- California Pesticide Application Certification, 2003/2004
- Army Corps of Engineers Wetland Delineation Training, 2002

PROFESSIONAL ACHIEVEMENT

- Contributor, *Environmental Mitigation Handbook*, California's Coalition for Adequate School Housing, February 2009



Patrick Furtado, MS

SENIOR BIOLOGIST

PROFESSIONAL EXPERIENCE

Mr. Furtado joined the firm in 2020 and has been working in the fields of biology and regulatory compliance since 2008. He has extensive experience conducting field surveys in central California, in particular with special-status species such as burrowing owl, northern spotted owl, western snowy plover, bank swallow, Swainson's hawk, Ridgway's rail, coho salmon, mission blue butterfly, vernal pool branchiopods, giant garter snake, San Francisco garter snake, San Francisco dusky-footed woodrat, salt marsh harvest mouse, San Joaquin kit fox, and Tidestrom's lupine.

He has been approved by the U.S. Fish and Wildlife Service as a qualified biologist for several projects involving California red-legged frog and California tiger salamander. He conducts nesting bird surveys, focused botanical inventories, and large-scale vegetation mapping. He is a plant and wildlife biologist with experience across a wide diversity of California habitats.

He helped design, implement, and monitor a variety of wetland and riparian restoration projects. He has also conducted regulatory agency coordination for wetland issues with the U.S. Army Corps of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board, and California Coastal Commission.

Mr. Furtado specializes in biological fieldwork, resource management, regulatory permitting, planning, and preparation of technical reports. His expertise extends across a wide range of California ecosystems including fresh and salt water marsh, riparian woodland, vernal pool, grassland, chaparral, oak woodland, coastal scrub, and coniferous forest. He integrates multiple disciplines including wildlife surveys, remote sensing and GIS analysis, riparian and wetland hydrology, plant systematics and taxonomy, vegetation mapping and classification, fluvial geomorphology, habitat assessment, soil classification, wetland delineation, historical ecology, and invasive species management.

EDUCATION

- M.S. San Francisco State University; Conservation Biology, 2012
- B.S. University of California, Berkeley; Forestry and Natural Resource Management, 2007

CERTIFICATES AND TRAINING

- Society of Wetland Scientists – Certified as *Professional Wetland Scientist*, PWS #3041, 2018
- Morphology and Identification of Flowering Plants Workshop*, Jepson Herbarium, 2006
- Rare Plants of Eastern San Luis Obispo County Workshop*, California Native Plant Society, 2010
- Basic Wetland Delineation*, San Francisco State University, Romberg Tiburon Center's Wetland Science Series, 2010
- Classification of Vernal Pool Plant Communities Workshop*, California Native Plant Society, 2010
- Plant Taxonomy Training*, California Native Plant Society, 2010
- Phylogeny, Taxonomy, and Name Changes in the California Flora Workshop*, Jepson Herbarium, 2011
- Measuring and Monitoring Plant Populations and Vegetation*, California Native Plant Society, 2012
- Wetland Hydrology Workshop*, San Francisco State University, Romberg Tiburon Center's Wetland Science Series, 2012
- Grassland Ecology, Identification, and Monitoring Workshop*, California Native Grasslands Association, 2012
- California Natural Diversity Database Training*, California Department of Fish and Wildlife, 2013
- Wetland Indicator Plants Workshop*, San Francisco State University, Romberg Tiburon Center's Wetland Science Series, 2013
- Amphibians of the San Francisco Bay Area Workshop*, Laguna de Santa Rosa Foundation, 2014
- Tidal Wetland Restoration and the Horizontal Levee Workshop*, San Francisco Bay, National Estuarine Research Reserve, 2014
- California Tiger Salamander Ecology Workshop*, Laguna de Santa Rosa Foundation, 2015
- Rare Pond Species Survey Techniques Workshop*, Laguna de Santa Rosa Foundation, 2015
- Field Practices: Hands-On Restoration Implementation and Maintenance*, California Native Grasslands Association, 2015

PROFESSIONAL AND ACADEMIC ASSOCIATIONS

- The Wildlife Society – Western Section
- California Native Plant Society



Vanessa Potter, MA, RPA

REGISTERED PROFESSIONAL
ARCHAEOLOGIST

PROFESSIONAL EXPERIENCE

Ms. Potter joined EMC Planning Group in June 2023 and is a Registered Professional Archaeologist (RPA).

Ms. Potter is responsible for conducting archaeological surveys, database inquiries, Sacred Lands records searches, Native American consultation, archaeological testing, and making recommendations for listing through the California Register of Historical Resources (CHRIS) and the National Register of Historic Places (NRHP). Other responsibilities include preparing cultural resources sections of environmental documentation in compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

Ms. Potter has worked in the fields of Archaeology and Anthropology since 2000, and specializes in resources management, ethnography, and project curation. Previous work experience includes founding her own ethnographic analysis company. She also held the positions of Research Assistant and Project Assistant within the Archaeology departments for various universities and research institutes.

EDUCATION

M.A. San Jose State University,
Applied Anthropology, 2010

B.A. University of Hawaii, Manoa;
Anthropology, 2000

AWARDS

- Microgrant in Applied Anthropology from San Jose State University, 2009

PUBLICATIONS

An Inventory of Paleoindian Ormentation, Current Research in the Pleistocene, Volume 22, 2005

A class III cultural resources survey of 38.25 acres near Ina and Artesiano roads, Town of Marana, Pima County, Arizona, Published Tucson, Arizona: WestLand Resources, 2005.

A class III cultural resources survey of 5.36 acres near Cortaro Farms Road, Pima County, Arizona: Desert Son Survey, Tucson, Arizona: WestLand Resources, 2005.

A class III cultural resources survey of approximately 0.1 acres in Willcox, State Route 186: SR 186 Willcox ADOT permit, Tucson, Arizona: WestLand Resources, 2005.

A class III cultural resources survey of approximately 3.5 acres near State Route 77, for the Steam Pump Development, Oro Valley, Pima County, Arizona, Tucson, Arizona: WestLand Resources, 2005.

A class III cultural resources survey of approximately 6.9 acres for State Route 287 in Casa Grande, Arizona: SR 287 Casa Grande ADOT permit, Tucson, Arizona: WestLand Resources, 2005.

Class III cultural resources survey of 54.35 acres near Snyder Hill Road and Desert Sunrise Trail: Snyder Hill Estates, Tucson Arizona: WestLand Resources, 2005

A class III cultural resources survey of 2.28 acres near River Road and First Avenue, Pima County, Arizona, 1090 East River Road due diligence, Tucson, Arizona: WestLand Resources, 2005

A class III cultural resources survey at the Highway 80 and Country Club 35-acre property, Cochise County, Arizona, Tucson, Arizona: WestLand Resources, 2006

A class III cultural resources survey of 21 acres at Pima Mine Road, Pima County, Arizona, Tucson, Arizona: WestLand Resources, 2006

A class III cultural resources survey of 22 acres in Benson, Cochise County, Arizona: White Rock Canyon, Tucson, Arizona: WestLand Resources, 2006

A class III cultural resources survey of 55 acres west of Benson, Cochise County, Arizona, Tucson, Arizona: WestLand Resources, 2006

Long Historic Preservation Services Qualifications,
Scope of Work, and Budget

B

ATTACHMENT



SANTA MARIA LEVEE TRAIL PROJECT

BUILT ENVIRONMENT SCOPE OF WORK

Project Understanding. The Santa Maria River Levee System was constructed by the U.S. Army Corps of Engineers in 1963. Previous repairs and alterations to the system were undertaken before the system was 50 years old and it appears no historical evaluation has been prepared. The proposed Project will physically impact the existing levee system; therefore, in order to determine if there will be adverse effects/significant impacts, an evaluation for eligibility for listing on the National Register of Historic Places, the California Register of Historical Resources, and Santa Barbara County Environmental Thresholds.

Fieldwork. A pedestrian survey will be conducted at selected points along the levee system. The structure and any features encountered will be photo documented. Fieldwork can be completed in 4 hours including driving to and from the site. Entry to the property will be coordinated in advance with the County.

Records Search. It is assumed that a records search will be requested from the Central Coast Information Center of the California Historical Resources Information System at the Santa Barbara Museum of Natural History. The search results will be reviewed for any built environment information and pertinent reports and site records will be requested as necessary.

Interested Parties Consultation. The requirements for a Section 408 permit means that the project is subject to Section 106 of the National Historic Preservation Act (NHPA). Section 106 requires outreach to interested parties about the project. Consulting parties may include local agencies such as the City of Santa Maria, and other groups with knowledge of the levee system such as the Santa Maria Historical Society. Letters will be sent to parties identified through research and responses will be catalogued and provided to the client.

Archival Research. Research regarding the history of the Santa Maria Valley, and the construction of the levee system will be conducted by reviewing historic maps, topographic maps, and historic aerial photographs. Online newspaper research will be conducted as well. Local history societies may be contacted for additional information, including the Santa Maria Historical Society and the Santa Barbara Trust for Historic Preservation. Access to USACE archival may be necessary.

Technical Report. Upon completion of fieldwork, archival research, and interested party consultations, a technical report will be prepared that introduces the purpose and study objectives; describes the historic context of levee; describes the archival research and fieldwork methods; provides the results of both significance evaluations; and provides further recommendations and guidance. Suggested mitigation measures will also be provided. The

report will satisfy the County's responsibilities under CEQA and Section 106 of the NHPA. California Department of Parks and Recreation forms will be prepared for the levee for submittal to the CCIC at the close of the project.

Project Management. A minimal amount of time has been allotted to project management for internal meetings and correspondence between all parties.

Assumptions. LHPS assumes the following:

- All mapping and GIS requirements will be taken care of by EMC.
- EMC will initiate the records search at the CCIC and provide relevant information to LHPS.
- Assistance with SHPO consultation is not included in this scope as it is assumed that EMC cultural staff will oversee consultation.
- Preparation of the built environment portion of the Cultural Resources EIR chapter is not included in this scope. The time budgeted for mitigation may be used may be used respond to public comments.
- Attendance at meetings beyond virtual meetings to check in on the status of the technical report is not included.

Cost Estimate for Santa Maria Levee (\$125)

Tasks	Hours	Cost
Fieldwork (Pre and Post)	6	\$ 750.00
Records Search	4	\$ 500.00
Interested Party Outreach	4	\$ 500.00
Archival Research	28	\$ 3,500.00
Technical Report/DPR	30	\$ 3,750.00
Mitigation or RTC	4	\$ 500.00
Project Management	4	\$ 500.00
Total		\$ 10,000.00



PROFILE

Long Historic Preservation Services, LLC (LHPS) specializes in cultural resource management of the built environment. Established in 2023 as a California Certified Small (Micro) Business, Principal Architectural Historian Amber Long, M.A., has 10 years of experience working with built environment resources in California. LHPS has the technical expertise to provide the following services:

- Built Environment Inventories
- California Environmental Quality Act Historic Resource Evaluations
- Section 106 Historic Resource Evaluations
- Constraints Analyses
- Section 110 Condition Assessments
- Peer Reviews
- Data Management
- Inter-agency Coordination
- Historic Resource Management Plans
- Secretary of the Interior's Standard Consistency Analyses
- Integrated Cultural Resource Management Plans

LHPS provides quality technical reports that are legally defensible and meet their client's needs. Ms. Long brings to LHPS a proven track record of successful project and budget management and strong client relationships. LHPS has experience with a wide range of built environment resources including:

- residential
- commercial
- civic
- cultural landscapes
- agricultural
- military
- lighthouses
- mining complexes
- state landmarks
- water conveyance systems
- state and federal military properties

LHPS is passionate about responsible management of built environment resources including creative mitigation strategies to resolve the needs of all interested parties. Pulling from experience in land use planning, LHPS helps clients understand the nuances of how the environmental regulations impact their projects. LHPS works closely with public agencies to ensure projects are consistent with state, local, and federal cultural resource management policies, regulations, and standards.



LONG HISTORIC
PRESERVATION SERVICES
est. 2023

AMBER LONG, M.A.
Principal Architectural Historian

Areas of Expertise

- Cultural resource management
- Project management
- Architectural history
- California history
- Environmental history
- CEQA/NEPA analysis
- Sections 106 and 110 of the National Historic Preservation Act
- Environmental and land-use planning
- Secretary of the Interior’s Standards for the Preservation of Historic Properties
- Design reviews and monitoring plans

Years of Experience

- 10

Education

M.A., History, California Polytechnic State University, San Luis Obispo, 2015 (with distinction)

B.A., Political Science/ Communications, California Polytechnic State University, San Luis Obispo, 2003

Professional Affiliations

- California Preservation Foundation, Education Committee Member, 2023-2024
- Society of Architectural Historians
- Santa Barbara Trust for Historic Preservation
- History Center of San Luis Obispo County
- Paso Robles Historical Society
- Santa Maria Historical Society

Professional Experience

- | | |
|-----------|---|
| 2023 | Owner, Principal Architectural Historian, Long Historic Preservation Services, LLC, Santa Maria, CA |
| 2019–2023 | Senior Architectural Historian, Applied EarthWorks, Inc., San Luis Obispo, CA |
| 2018–2019 | Planner, Santa Barbara County Planning and Development Department, Santa Maria, CA |
| 2013–2018 | Cultural Resources Manager, LSA Associates Inc., San Luis Obispo, CA |

Technical Qualifications

Ms. Long is an experienced Architectural Historian who meets the Secretary of the Interior’s (SOI) Professional Qualification Standards for Architectural History and History. Her experience includes effects analysis, policy consistency analysis, historical resource evaluations, integrity assessments, design reviews, treatment plans, archival and historical research, and field surveys. Ms. Long has also practiced environmental and land use planning and prepared regulatory permits in Santa Barbara County. She has completed projects in consultation with local, state, and federal agencies as well as private-sector clients to satisfy compliance requirements under Sections 106 and 110 of the NHPA, CEQA, and local regulations.

Ms. Long has managed built environment and archaeological projects in San Luis Obispo, Santa Barbara, Monterey, Fresno, and San Benito counties. She has prepared evaluations for state landmarks and at-risk properties and performed Section 110 condition assessments at military installations. She has also reviewed projects for consistency with the SOI Standards for the Treatment of Historic Properties. Ms. Long is familiar with urban, rural, residential, commercial, civic, agricultural, military, water conveyance, and transportation related resources and property types.

AMBER LONG, M.A.

Principal Architectural Historian

Selected Project Experience

Los Osos Creek Restoration Project, Morro Bay, California.

Senior Architectural Historian and Project Manager (2020, Applied EarthWorks). The Coastal San Luis Resource Conservation District proposed removal of all man-made infrastructure to restore the natural hydrologic functions of Los Osos and Warden creeks. The project required a permit from the U. S. Fish and Wildlife Service (USFWS) and was therefore subject to Section 106 of the National Historic Preservation Act (NHPA). Ms. Long oversaw the cultural resource archaeological study and conducted a historic resource evaluation of a single-family residence, barn, and shed on an agricultural property in Los Osos, at the confluence of Los Osos and Warden creeks. Ms. Long completed archival research, a field survey, map review, records search, and significance evaluations for the built environment and archaeological site. She also prepared an impacts assessment to satisfy Section 106 requirements for the USFWS, which was approved by the State Historic Preservation Officer (SHPO).

New Idria Mercury Mine Remediation Project, New Idria, San Benito County, California

Senior Architectural Historian and Project Manager (2022-2023, Applied EarthWorks). Under contract to Ramboll, Ms. Long managed the initial stages of the cultural resources management for remediation of a contaminated mercury mine in New Idria. The New Idria Mine is a state historic landmark, designated in 1939, as one of the most famous quicksilver mines in the world. It operated from 1854 to the early 1970s. The Environmental Protection Agency (EPA) put the property on the National Priorities List, or the Superfund List, in 2011. In advance of remediation activities, Ms. Long coordinated with the EPA, USFWS, the United States Army Corps of Engineers (USACE), and Ramboll to develop a staged approach to evaluating the site as a historic district and obtaining SHPO approval for the undertaking.

Kampgrounds of America Midpines Resort Project, Mariposa County, California.

Senior Architectural Historian/Built Environment Project Manager (2022-2023, Applied EarthWorks). Under contract to Kampgrounds of America, Ms. Long led the built environment team in evaluating the former Yosemite Oaks recreation property near Midpines in Mariposa County. The property included the Acorn Inn, part of the original roadside motels built when Highway 140 was built in 1926. Highway 140 was the first all-weather road into Yosemite National Park. Ms. Long determined the Acorn Inn was eligible for listing on the California Register of Historical Resources (CRHR) for its association with those events. The project required a Section 404 permit from the USACE and was subject to Section 106 of the NHPA. The building was also evaluated for listing on the National Register of Historic Places but did not retain the high level of integrity necessary to be eligible.

California Army National Guard Integrated Cultural Resource Management Plan Project, California

Senior Architectural Historian and Project Manager (2021-2023, Applied EarthWorks). Ms. Long managed an 18-month project that included the creation of built environment resources databases for Camp San Luis Obispo, Camp Roberts, and the Joint Forces Training Base. This included the creation of a database template and management of data input and output. Following this task, Ms. Long worked closely with California Army National Guard cultural resources staff to draft a new Integrated Cultural Resources Management Plan (ICRMP). Tasks included managing Applied EarthWorks staff, review of ICRMP sections, compilation of the draft ICRMP, and regular communication with the project team.

Point Conception Lightstation Historic Resource Management Plan, Santa Barbara County, California.

Senior Architectural Historian/Built Environment Project Manager (2021-2022, Applied EarthWorks). Under contract to Vandenberg Space Force Base, Ms. Long co-authored and managed the preparation of a Historic Resource Management Plan for the Point Conception Lightstation in Santa Barbara County. The lightstation needs emergency measures to prevent further deterioration of the historic site. Ms. Long conducted site visits to photo document all elements of the property including the lighthouse, keeper's quarters, and remnants of other buildings and structures. She led a team of architectural historians in preparing the management plan, to be used by the Nature Conservancy when they take stewardship of the property.

Contractor Information Sheet

Name of Proposer Long Historic Preservation Services, LLC

Business P.O. Box P.O. Box 882

City, State, Zip Santa Maria, CA 93456-0882

Business Street Address 2346 Larryton Avenue
(Include even if P.O. Box is used)

City, State, Zip Santa Maria, CA 93458

Telephone No. 805-748-7992 **Fax No.** N/A

Contractor License No. N/A **License Classification** N/A

Public Works Contractor Registration No. N/A

Business Type (Check One) **Corporation:** LLC **Partnership:** **Sole Proprietorship:**

Contact Person Name Amber Long

Contact Person Phone No. 805-748-7992

Contact Person Email info@longhps.com

Employer's Tax Identification Number 92-1931977

AMBIENT Air Quality & Noise Consulting
Qualifications, Scope of Work and Budget





75 Higuera Street, Suite 105
San Luis Obispo, CA 93401
805.226.2727
www.Ambient.Consulting

October 23, 2023

Stuart Poulter, *Senior Planner*
EMC Planning Group
601 Abrego Street
Monterey, CA 93940

RE: Proposed Scope of Work for Preparation of a Noise Technical Memorandum for the Proposed Santa Maria Levee Trail Project, Santa Barbara County

Dear Mr. Poulter:

AMBIENT Air Quality & Noise Consulting respectfully submits the following proposed scope of work and cost estimate for preparing a Noise Technical Memorandum for the proposed Santa Maria Levee Trail Project located in Santa Barbara County.

Proposed Scope of Work

A technical memorandum will be prepared to address short-term construction-related impacts associated with the proposed project. The memorandum will include a summary description of the existing noise environment, based on existing environmental documentation. Relevant background information, including noise fundamentals, descriptors, and applicable federal, state, and local regulatory framework, will be described.

To assess potential construction noise impacts, nearby land uses and their relative exposure to the proposed project area (considering topographic barriers and distance) will be identified. Predicted construction-generated noise levels will be calculated using the Federal Highway Administration's (FHWA) *Roadway Construction Noise Model* (version 1.0) based on construction equipment anticipated to be required for the proposed project. Construction-generated noise levels at the nearest land uses will be identified and summarized in tabular format within the report. Construction-related vibration levels will be quantitatively assessed. Predicted construction vibration levels at the nearest existing structures will be quantified. Long-term noise and vibration impacts associated with the proposed project are anticipated to be minor and will be qualitatively assessed.

The significance of construction-generated noise and vibration impacts will be assessed in comparison to applicable standards and recommended significance thresholds. Mitigation measures will be identified for significant and potentially significant impacts. The effectiveness of proposed mitigation measures will be assessed.

Fee Estimate

AMBIENT Air Quality & Noise Consulting will conduct the above-described scope of work for an estimated fee of \$4,500. This scope of work assumes evaluation of one build alternative. Attendance at meetings is not anticipated to be required for this project and is not included in this scope of work.

Thank you for the opportunity to submit this proposal.

Sincerely,

Kurt Legleiter
Principal



BILLING RATES

Job Title	Job Description	Hourly Compensation Rates
Principal Air Quality & Noise Specialist	Oversight/Review & Preparation of analyses and reports	\$167/hour
Air Quality & Noise Specialist	Preparation of analyses and reports	\$66/hour
Air Quality & Noise Analyst	Preparation of analyses and reports	\$46/hour

Reimbursable Expenses	
Travel & Mileage	Based on Federal per diem rates at time the expense was incurred



KURT LEGLEITER | PRINCIPAL

AMBIENT AIR QUALITY & NOISE CONSULTING

ROLE ON CONTRACT

Preparation and oversight of air quality, greenhouse gas, noise, and vibration impact assessments

EDUCATION

- B.A., Urban & Environmental Planning, CSU Fresno, 1994
- B.S., Environmental Health Science, CSU Fresno, 1994
- Community Noise Enforcement Certification, Rutgers State University of New Jersey, 2001

YEARS OF EXPERIENCE

30

YEARS WITH FIRM

19

PERSONNEL BIO

Kurt Legleiter is the Principal and project director at AMBIENT Air Quality & Noise Consulting. His experience spans over 25 years and encompasses both the public and private sectors. He specializes in the preparation of air quality, greenhouse gas (GHG), energy use, noise, and groundborne vibration impact assessments in support of community planning and development projects that are subject to review under the California Environmental Quality Act and the National Environmental Policy Act. Mr. Legleiter is proficient in the use of various air quality and noise modeling software programs, including CalEEMod, AERMOD, AERSCREEN, ISCST3, HARP, CALINE4, SoundPlan, and FHWA's Traffic Noise Model.

SELECTED PROJECT EXPERIENCE

(Project Name, Location, Dates of Service. Brief Description of Project and Personnel's Role)

- Allison Drive Pedestrian Improvements Project, City of Vacaville. 2015. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Arroya Avenue Bridge Replacement Project, County of Merced. 2018 . Preparation of Noise and Vibration Impact Assessments.
- Atlantic Street/Eureka Road - Interstate 80 Westbound On-Ramp Realignment Project, City of Roseville. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Bond Road Noise Barrier Analysis, City of Elk Grove. 2006. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Bradshaw Road/Sheldon Road Intersection Improvement Project, City of Elk Grove. 2015. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Broadway-Manchester Active Transportation Equity Project, City of Los Angeles. 2022. Preparation of Noise and Vibration Impact Assessments.
- Central Avenue Bridge Replacement Project, City of Montclair. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Compton Intersection Improvements Project, City of Compton. 2022. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Del Monte Boulevard Extension Project, City of Marina. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Golden Avenue Bridge Replacement Project, City of Placentia. 2017. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Grant Line Road Widening Project, City of Elk Grove. 2010. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.



- Higuera Street Bridge Widening Project, Culver City. 2014. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Honda Bridge Replacement Project, Vandenberg Space Force Base. 2022. Preparation of Air Quality & GHG Impact Assessments.
- Interstate 405 Auxiliary Lanes Improvement Project, County of Los Angeles. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Interstate 605/Valley Boulevard Interchange Improvement Project, County of Los Angeles. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Kentucky Avenue Widening Project, City of Woodland. 2014. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Liemert Road Bridge Rehabilitation Project, City of Oakland. 2018. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Longleaf Drive Extension Project, City of Elk Grove. 2010. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Lynwood Intersections Improvement Project, City of Lynwood. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- North Fork Bridge Replacement Project, County of Fresno. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Peach Avenue Widening Project, City of Fresno. 2018. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Pioneer Road Widening Project, City of Los Banos. 2023. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Polk Avenue Widening Project, City of Fresno. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Rice Avenue Grade Separation Project, City of Oxnard. 2015. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Rosecrans/Marquardt Grade Separation Project, City of Santa Fe Springs. 2016. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- San Joaquin Bridge on Italian Bar Road Bridge Replacement Project, County of Fresno. 2015. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Santa Rose Road Widening Project, City of Camarillo. 2012. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Sepulveda Boulevard Bridge Widening Project, City of Manhattan Beach. 2014. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Shaw Avenue Widening Project, City of Clovis. 2018. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Sheldon Road Widening Project, City of Elk Grove. 2015. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Shoemaker Bridge Replacement Project, City of Long Beach. 2017. Preparation of Traffic Noise Modeling.
- Sierra College Road Widening Project, City of Loomis. 2019. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Silverado Canyon Bridge Replacement Project, County of Orange. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Soto Street Widening Project, City of Los Angeles. 2018. Preparation of Air Quality & GHG Impact Assessments.
- State Route 14/Avenue L Interchange Improvements Project, City of Lancaster. 2022. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.



- State Route 46 East/Union Road Intersection Alignment Project, City of Paso Robles 2022. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- State Route 57/State Route 60 Confluence at Grand Avenue Project, County of Los Angeles. 2021. Preparation of the Noise Impact Assessment.
- State Route 91 Central Avenue to Acacia Court Improvement Project, County of Los Angeles. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- State Route 91 Atlantic Avenue to Cherry Avenue Improvement Project, County of Los Angeles. 2022. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- State Route 99/Elk Grove Boulevard Interchange Improvement Project, City of Elk Grove 2010. Preparation of Air Quality, Noise, and Vibration Impact Assessments.
- State Route 99/Grant Line Road Interchange Improvement Project, City of Elk Grove 2017. Preparation of the Noise Impact Assessment.
- State Route 162 Improvement Project, City of Oroville. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Tam O'Shanter and Knickerbocker Drive Roundabout Project, City of Stockton. 2023. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- U.S. Highway 101/Palo Comado Canyon Road Interchange Improvement Project, City of Agoura Hills. 2017. Preparation of Air Quality & GHG Impact Assessments.
- U.S. Highway 101/Walnut Avenue Interchange Improvement Project, City of Greenfield. 2011. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Warner Avenue Improvements and Widening Project, City of Santa Ana. 2018. Preparation of Noise Impact Assessment.
- Willow Avenue Widening Project. City of Clovis. 2018. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.



JON PAMBAKIAN | AIR QUALITY & NOISE SPECIALIST

AMBIENT AIR QUALITY & NOISE CONSULTING

ROLE ON CONTRACT

Preparation air quality, greenhouse gas, noise, and vibration impact assessments

EDUCATION

B.A. Physics, California Polytechnic State University, 2017

YEARS OF EXPERIENCE

5

YEARS WITH FIRM

4

PERSONNEL BIO

Jon Pambakian is an Air Quality and Noise Specialist at AMBIENT Air Quality & Noise Consulting. His experience spans four years. He specializes in the preparation of air quality, greenhouse gas, noise, and groundborne vibration impact assessments for projects subject to review under the California Environmental Quality Act and the National Environmental Policy Act. Mr. Pambakian is proficient in the use of various air quality and noise modeling software programs, including CalEEMod, EMFAC, AERMOD, SoundPlan, CALINE4, and FHWA's Traffic Noise Model.

SELECTED PROJECT EXPERIENCE

- Atlantic Street/Eureka Road - Interstate 80 Westbound On-Ramp Realignment Project, City of Roseville. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Broadway-Manchester Active Transportation Equity Project, City of Los Angeles. 2022. Preparation of Noise and Vibration Impact Assessments.
- Central Avenue Bridge Replacement Project, City of Montclair. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Compton Intersection Improvements Project, City of Compton. 2022. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Del Monte Boulevard Extension Project, City of Marina. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Interstate 405 Auxiliary Lanes Improvement Project, County of Los Angeles. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Interstate 605/Valley Boulevard Interchange Improvement Project, County of Los Angeles. 2020. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Lynwood Intersections Improvement Project, City of Lynwood. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- North Fork Bridge Replacement Project, County of Fresno. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Pioneer Road Widening Project, City of Los Banos. 2023. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- Polk Avenue Widening Project, City of Fresno. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- State Route 14/Avenue L Interchange Improvements Project, City of Lancaster. 2022. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- State Route 91 Central Avenue to Acacia Court Improvement Project, County of Los Angeles. 2021. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.
- State Route 91 Atlantic Avenue to Cherry Avenue Improvement Project, County of Los Angeles. 2022. Preparation of Air Quality, GHG, Noise, and Vibration Impact Assessments.

Wallace Group Qualifications,
REVISED Scope of Work, and Budget

D

ATTACHMENT

January 09, 2024

Stuart Poulter, AICP, MCRP
EMC Planning Group
601 Abrego Street
Monterey, California 93940

Subject: County of Santa Barbara Santa Maria Levee Trail Design Support

Dear Mr. Poulter:

Wallace Group appreciates the opportunity to provide you with our proposal for professional services for the above-referenced project. We have greatly enjoyed speaking with you in preparation of this proposal. Based on our discussion, the following Scope of Services has been prepared for your consideration:

I. PROJECT UNDERSTANDING

Wallace Group understands that The County is soliciting proposals from qualified professional firms (Consultants/Contractors) to provide proposals for the Santa Maria Levee Trail Design Support. The primary goals of the scope of work are to:

- 1) Analyze potential environmental effects under CEQA for the maintenance and construction of a multi-use bike path facility on the Santa Maria River Levee in the Santa Maria Valley, CA. The Public Works Department has evaluated the project concepts and determined that an Environmental Impact Report (EIR) is the appropriate level of CEQA review.
- 2) Provide the expertise with an engineering design consultant and staffing to comprehensively develop required NEPA documents and engineering elements for the United States Army Corps of Engineers (USACE) to support, apply for and receive a Section 408 permit from the support the project.
- 3) Perform a Pre-Design Bike Ride along the existing levee, with photo exhibits and renderings, and make safety recommendations on the following, but not limited to:
 - a) Trail width;
 - b) Trail riding surface;
 - c) Recommend any need for fencing or barrier locations;
 - d) Identify potential locations and needs for future resting stations, restroom facilities and hydration stations; and
 - e) Review the proposed Bike Layout including but not limited to access ways, access gates and general layout.

Wallace Group understands that EMC would like Wallace Group to assist with the engineering design, 408 permitting support, and visualization support for the project. Matt Wilkins, Director of Landscape Architecture, was the project manager in charge of the first phase of the project and is deeply aware of the various project nuances. Jorge Aguilar, Principal of Transportation Engineering, is actively working with the City of Santa Maria and has worked on various transportation and trail projects throughout the region.

II. SCOPE OF SERVICES

Task 3.0 - Alternative Analysis:

Subtask 3.1 - Alternative Trail Analysis:

Wallace Group will assist EMC with the examination and consideration of project alternatives. The team assumes up to two (2) alternatives will be developed for consideration. Wallace Group's transportation and landscape architecture teams will help develop draft concept plans showing trail width, trail riding surface, fencing or barrier locations, potential locations and needs for future resting stations, restroom facilities and hydration stations, access ways,



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

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access gates and general layout. We will develop standard details for critical design elements including pedestrian and vehicular gates, perimeter fencing of the agriculture operation parcels (i.e., no climb wire fencing, etc.), fencing at top of levee slope, and surface materials.

The sheets are assumed to be 100-scale, 11"x17" and will include up to three (3) typical sections of the alignment and two (2) enlargements of the staging areas. We assume a total of ten (10) sheets are needed for each alternative. This task assumes a total of two minor revisions including refinements to the draft document to take it to an administrative draft level, and from the administrative draft level to final. We assume that the County will provide the initial preliminary planning design phase in AutoCAD and Wallace Group will use this to further refine the preliminary AutoCAD layout, including the crossing connections, and alternative connections to the crossings.

Wallace Group will assist EMC with the Alternatives Analysis document which may include a basis of design narrative for each alternative, material descriptions, and an engineer's opinion of probable construction cost to insert into the Alternatives Analysis document.

Subtask 3.2 - Bonita School Road Memorandum:

Wallace Group will develop an engineer's memorandum that studies the crossing at Bonita School Road. The memo will address crossing alternatives including an at grade pedestrian hybrid beacon (PHB) crossing, under-crossing via box culvert, and an overhead crossing. The overhead crossing is anticipated to be infeasible, however a short description of the reasons why not to consider the overhead crossing will be included. The memorandum will include the pros and cons of each alternative and general cost figures done at a preliminary design level.

Subtask 3.3 - Alternative Connections to Guadalupe Memorandum:

Wallace Group will study the second alternative connection to Guadalupe which includes a potential connection via an under-crossing at the railroad and a connection via Peralta Street (see figure 1 below). The alternative connections will be studied at a preliminary level and the pros and cons of each connection will be listed. The findings will be included in an engineer's memorandum.



Figure 1 - Alternative Connections at Guadalupe



Subtask 3.3 - Farmland Conflict Avoidance Memorandum:

Wallace Group will prepare a memorandum of farmland conflict avoidance. The memo will describe methods for minimizing trespassing, disturbance by trail users, pesticide exposure, and other farmland operations. The memo will describe temporary pathway closure procedures with signage and fencing examples. Recommendations for typical pathway signage will be provided and potential locations will be explored.

The memorandum will also include discussions for farmland avoidance at five (5) identified farmland crossings (see figure 2 below). The memo will study two (2) separate alternatives for each identified crossing. These studies will be done in plan view along with a written narrative discussing the location of fences and gates with focus on operational and safety avoidance measures such as vehicle parking to avoid trail users between opening and closing, sightlines, and other critical safety elements.

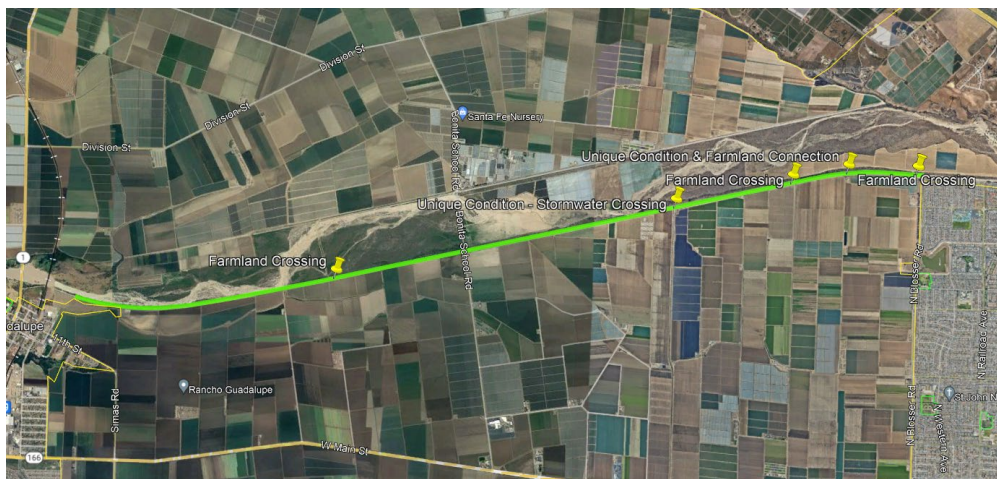


Figure 2 - Farmland and Stormwater Crossings

Subtask 3.4 - Project Simulations & Project Branding/Graphics:

Wallace Group will also develop simulations for stakeholders and County understanding of the project. A total of five (5) simulations will be developed including the following areas:

- Up to two (2) section-axon renderings for the trail options;
- Up to three (3) plan renderings for the farmland and stormwater crossings - assumed one (1) for agency and two (2) for farmland operations at locations determined per the County;
- One (1) overall exhibit showing the overall trail in a diagrammatic format including crossing locations and other significant elements.

Additionally, Wallace Group will assist with project branding including refining a project logo, color palette, and outreach materials. The outreach materials shall include up to two (2) fliers and up to two (2) mailers for County outreach to stakeholders throughout the process.

Deliverables:

- Two (2) Conceptual Alternatives in Plan (PDF)
- Two (2) Narrative Descriptions for Each Concept (in Word)
- One (1) Memorandum for the Crossings at Bonita School Road
- One (1) Memorandum for the Alternative Connection to Guadalupe



- One (1) Memorandum for Farmland Avoidance and Crossings
- Five (5) Project Simulations (Two (2) Section Axons and Four (4) Color Rendered Plan Exhibits)
- Project Branding (Logo Refinement & Color Palette) and Four (4) Project Fliers & Mailers

Task 5.0 - Meetings and Coordination:

Wallace Group will allocate time to have one (1) principal civil engineer and one (1) senior landscape architect attend up to eight (8) in-person meetings (assumed to be 3 hours each with travel time) or up to forty-eight (48) hours total.

Also included in this task is the time needed for on-going project coordination and management such as email correspondence, tele/video-conference calls, and management. We've allocated up to twelve (12) hours for this task.

Task 6.0 - Administrative Draft CEQA Documentation

Wallace Group will support EMC with the completion of the administrative draft CEQA document by providing basis of design narratives on the proposed findings such as paving design, trail width constraints, barrier fencing, rest station locations, trail markers, and other support/design amenities.

Wallace Group assumes that changes to the alternatives will not be required for the draft CEQA.

Task 8.0 - Final CEQA Documentation

Wallace Group will coordinate with EMC to address public comments on the administrative draft. Will be inventoried and categorized by EMC and comments pertaining to Wallace Group's portions of work would be responded to via narrative as well as potential refinements to the alternative exhibits. Due to the indeterminate nature of the comments to be received, this task effort is limited to the hours budgeted.

Wallace Group will assist with the statements of overriding considerations and will provide EMC with bullet lists of any reasons where economic, legal, or technical aspects of the proposed project outweigh the unavoidable adverse environmental impacts and why the Lead Agency should consider accepting such impacts.

Deliverables:

- Memo Stating Design Findings and Overriding Considerations

Task 11.0 - Submit NEPA Documents and Section 408 Permit for the United States Army Corps of Engineers (ACOE)

Wallace Group will allocate time to have one (1) civil engineer principal and one (1) landscape architect attend up to three (3) teleconference meetings (assumed to be 2 hours each) with ACOE and County staff or up to twelve (12) hours total.

III. SCHEDULE

Per the project RFP, we understand that the project is scheduled to tentatively start in February 2024 and end the year 2024.

IV. TO BE PROVIDED BY THE CLIENT

- Project information and documentation for review
- County coordination including any requests for as-builts or other information

PP23-7979
EMC - Santa Maria Levee Trail Design Support
January 11, 2024
Page 5 of 5



V. ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in this Scope of Services or estimate of fees:

- Final construction drawings, details, or specifications
- Cost estimates
- Permitting fees
- NEPA documentation
- Any services or deliverables not explicitly included in the Scope of Services above

VI. PROJECT BUDGET

Wallace Group will perform the services denoted in the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total budget, including reimbursables will not exceed our estimated fee of **\$93,658** without receiving written authorization from the Client.

VII. TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, we have provided a contract review memo for the County's Agreement for Services of Independent Contractor requesting modifications to the contract. We will also provide comments to EMC's contract if awarded the project.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me.

Sincerely,

WALLACE GROUP, a California Corporation

Matthew Wilkins, PLA 6398, LEED AP
Director of Landscape Architecture
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Attachments
kcc: PP23-7979, 2024, std
Exhibit A

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.



Exhibit A Standard Billing Rates

Engineering, Design & Support Services:

Assistant Designer/Technician	\$110
Designer/Technician I - IV	\$115/\$125/\$135/\$145
Senior Designer/Technician I - III	\$158/\$165/\$172
GIS Technical Specialist	\$150
Senior GIS Technical Specialist	\$160
Associate Engineer I - III	\$130/\$140/\$150
Engineer I - IV	\$160/\$165/\$170/\$175
Senior Engineer I - III	\$185/\$190/\$195
Director	\$200
Principal Engineer/Consulting Engineer	\$240
Principal	\$260

Landscape Architecture Services:

Associate Landscape Designer I - II	\$100/\$110
Designer I - IV	\$115/\$120/\$125/\$130
Landscape Architect I - IV	\$135/\$140/\$145/\$150
Senior Landscape Architect I - III	\$155/\$160/\$165
Director	\$180
Principal Landscape Architect	\$200
Principal	\$260

Support Services:

Office Assistant	\$100
Project Assistant I - III	\$110/\$115/\$125

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Wallace Group Team Resource Estimate for the**EMC Co. SB Santa Maria Levee Trail Design Support - DRAFT****BUDGET SUMMARY**

PHASE/TASK No.	TASK DESCRIPTION	PRINCIPAL C&T	DIRECTOR OF LANDSCAPE ARCHITECTURE	DIRECTOR OF CM	SR. ENGINEER II	ENGINEER II	SENIOR DESIGNER III	SENIOR LANDSCAPE ARCHITECT III	LANDSCAPE ARCHITECT IV	PROJECT ASSISTANT III	Misc. Direct Costs	TOTAL LABOR HOURS	LABOR \$	TOTAL COST \$
		HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	COST	HRS		
		RATE	\$270	\$185	\$220	\$205	\$175	\$179	\$170	\$155	\$135			
3	Alternative Analysis	18	40		24	48		60	80			270	\$48,180	\$48,180
5	Meetings and Coordination	24	32							4	\$338	60	\$12,940	\$13,278
6	Admin Draft CEQA	8	24	6	12	12		6	16			84	\$15,980	\$15,980
8	Final CEQA	8	20		8	6		12	16			70	\$13,070	\$13,070
11	Submit NEPA Documents and Section 408 Permit for the United States Army Corps of Engineers	6	8									14	\$3,100	\$3,100
	SUB-TOTALS	64	124	6	44	66		78	112	4	\$338	498	\$93,270	\$93,608
	WALLACE GROUP LABOR COSTS	\$17,280	\$22,940	\$1,320	\$9,020	\$11,550		\$13,260	\$17,360	\$540				\$93,270
	WALLACE GROUP DIRECT COSTS													\$338
	SUBCONSULTANT DIRECT COSTS													
	DIRECT COSTS OVERHEAD @												15%	\$51
	TOTAL													\$93,658

Task Budgets may fluctuate within Overall Budget

* Designates Prevailing Wage

2022 std rates apply

WALLACE GROUP FIRM BIOGRAPHY

Wallace Group, a California Corporation, was established in 1984 and has steadily grown into a multi-disciplinary engineering and planning firm. As a firm, we have a primary focus on working with cities and other public agencies. We fill a variety of roles for local agencies such as Project Engineers, and Landscape Architects. As a result, we have the insights into the budgeting, planning, funding, regulation, design, construction and operation of public facilities. It just makes us that more conscious of the importance of being efficient and prudent when using public funds.

Today the company includes services in Landscape Architecture, Civil and Transportation Engineering, Water Resources, Surveying, Mechanical Engineering, and Construction Management.

Wallace Group is a cohesive team of over 65 professionals that work diligently to deliver high quality services and first-rate projects. Our company reputation is built on the values of honesty, integrity, fairness, and reliability, and based on our technical expertise and service to each Client. Our objective has always been, and always will be, to establish exceptional working relationships with our Clients and project stakeholders.

Bob Jones Bike Path, County of San Luis Obispo, CA

- a. **Contracting agency:** County of San Luis Obispo
- b. **Contracting agency Project Manager:** Rachel Naccarati
- c. **Contracting agency contact information:** 805 781-5269; rnaccarati@co.slo.ca.us
- d. **Contract amount:** \$1,050,077
- e. **Funding source(s):** Local, State
- f. **Date of contract:** August 2018
- g. **Date of completion:** Ongoing
- h. **Contractor Project Manager and contact information:** Jorge Aguilar, 805 544-4011, jorgea@wallacegroup.us
- i. **Project objective:** Provide a bike path and walking trail that connects important community resources such as the Octagon Barn in San Luis Obispo and Avila Beach South of the City.
- j. **Project description:** Wallace Group is currently providing engineering and surveying services for the portion of the Bob Jones Trail connecting from the existing trail terminus in Avila Beach at the Ontario Road park-and-ride lot to an Octagon Barn access point. This trail will be approximately 4.5 miles with portions that will cross Caltrans Right of Way beneath a US 101 bridge, require private property acquisition, and construct tunnels and bridges. The portion of the trail that will cross under US 101 will be a low water crossing adjacent to the creek, and the team is proposing a reinforced concrete trail with stem walls located longitudinally and transversely to prevent scour while minimizing impacts to the channel. This trail will be in the floodplain and will cross over San Luis Creek with a series of 3 bridges. Wallace Group is comparing the hydraulics of ground level bridge alternatives to alternatives that would construct the bridges 1-ft above the 100-year floodplain. Understanding how to refine the Bob Jones Trail alignment to maximize user experience while harmonizing the trail with active ag operations, a floodplain, and other natural constraints are major aspects of completing this project. Paying attention to the details and having the experience to see beyond the initial view are other essential skills needed. Wallace Group's team is in the process of providing project management, preliminary engineering value analysis, surveying, utility coordination, geotechnical engineering, drainage study, hydrologic analysis and hydraulic study, stormwater control plan, and PS&E. Wallace Group also assisted with grant support, which was successful and garnered \$18.25 Million for the County to deliver the project to construction! The initial phases of surveying are complete, and the project is in early stages of design.
- k. **Project outcome:** The initial phases of design and analysis are complete, and the project is now entering the 95% phase of design.



County of San Luis Obispo Pismo Preserve, Pismo Beach, California

- a. **Contracting agency:** Land Conservancy of San Luis Obispo
- b. **Contracting agency Project Manager:** Kaila Dettman
- c. **Contracting agency contact information:** 805 544-9096; kaila@lcslo.org
- d. **Contract amount:** \$105,611
- e. **Funding source(s):** Land Conservancy of San Luis Obispo
- f. **Date of contract:** December 2014
- g. **Date of completion:** February 2022
- h. **Contractor Project Manager and contact information:** Jorge Aguilar, 805 544-4011, jorgea@wallacegroup.us
- i. **Project objective:** To create exceptional outdoor recreation opportunities in Pismo Beach and preserve habitat for the local wildlife.
- j. **Project description:** The Pismo Preserve is a conservation site and public trail system located outside the City of Pismo Beach. The property is approximately 880 acres and is owned by the Land Conservancy of San Luis Obispo (LCSLO). This large acre parcel is arguably the most important land acquisition for outdoor public enjoyment on the Central Coast and will be a legacy for future generations. The project includes conservation of open space and public access to open space via trails and picnicking facilities. The proposed 16-mile trail system is inclusive of multiple user groups. The property was acquired with support from hikers, runners, equestrians, mountain bikers, the City of Pismo Beach, the County of San Luis Obispo, and wildlife agencies.

The Pismo Preserve is a project where the science of engineering meets the art of landscape architecture creating a community resource like no other.

Wallace Group designed the staging area, parking lot, equestrian facilities, prefabricated restroom building, multiple picnic areas, and ADA-Compliant site features.

The Pismo Preserve offers truly exceptional and diverse recreational opportunities for outdoor enthusiasts. Visitors will enjoy over 16 miles of existing ranch roads and trails that meander throughout the property offering ready-to-use routes ideal for hiking, mountain biking, and horseback riding. These trails traverse serene oak woodlands and coastal ridgelines with stunning panoramic vistas of the Pacific Ocean stretching from the Irish Hills to Point Sal, located just off California's scenic Highway 101.

- k. **Project outcome:** Completed on time and within budget



Trilogy Monarch Dunes Trails, Nipomo, CA

- a. **Contracting agency:** Shea Homes
- b. **Contracting agency Project Manager:** Lonnie Ellisor
- c. **Contracting agency contact information:** 805 343-7302; lonnie.ellisor@sheahomes.com
- d. **Contract amount:** \$63,000 (Trilogy Phase 2A trail design only)
- e. **Funding source(s):** Shea Homes
- f. **Date of contract:** September 2016
- g. **Date of completion:** July 2018
- h. **Contractor Project Manager and contact information:** Ann Sever, 805 544-4011, anns@wallacegroup.us
- i. **Project objective:** The trail objective was to provide a side-by-side class one trail system for the community. One trail would be a paved walking and bike riding trail and beside it would be a native soil trail for equestrian use.
- j. **Project description:** Developers of The Woodlands were seeking to build a master planned community centered around an active lifestyle, which includes three golf courses, a community club, equestrian trails, network of walking paths, village center, and business park. At build-out, the project will feature 1,320 single-family and multi-family residences, 27 holes of championship golf, picturesque vineyards, 150,000 square feet of retail and up to 650,000 square feet of commercial and office space.

Wallace Group provided multi-discipline services including comprehensive landscape architecture, civil engineering, water resources/wastewater engineering, construction management, and surveying services. This project exemplifies how Wallace Group can bring together a diverse team for complex projects. To date, our team successfully completed the Phase 2A and 2B of the project which is the largest development project in San Luis Obispo County history.

The Landscape Architecture department provided trail layout and design, landscape planting and irrigation design for the trail buffer area, streetscapes, parks, and the Model Home Complex. We also assisted with observations, reviews, and reports during construction.

- k. **Project outcome:** Completed on time and within budget



JORGE AGUILAR, PE, QSD/P

Principal

Jorge has over 30 years of specialized transportation project experience in the planning, design, and construction of roadway and bridge projects. He has been in responsible charge of the preparation of feasibility studies, Project Study Reports, Project Reports, Environmental Documents, PS&E packages, and construction support for large and small transportation projects. A key part of his project management expertise is that he has been both a roadway and bridge designer and is able to speak to the details involved for both disciplines as well as the environmental field having assisted in the writing of multiple environmental documents for transportation projects. His experience includes the facilitation of projects through environmental assessment, regulatory review, utility coordination, railroad and public utilities process, property acquisition, political and public involvement. He has overseen the technical project delivery process, including design, traffic, environmental assessment, Right of Way acquisition, specialty studies, jurisdictional agency permitting, and interagency coordination for many state and local agencies including 9 of the 12 Caltrans Districts in the state.



REPRESENTATIVE PROJECTS

Bob Jones Trail, San Luis Obispo County, CA

Project Manager and Principal in Charge for a shared-use pathway connecting the communities of Avila Beach and San Luis Obispo (approximately 4.5 miles). Portions of the trail will meander along a creek with floodplain considerations, while other parts are adjacent to roadways with barrier separations and retaining walls. The trail will cross Caltrans Right of Way beneath a US 101 bridge, require private property acquisition, and construct tunnels and bridges.

Pismo Preserve, Pismo Beach, CA

Project Manager and Principal in Charge for parking facilities, ADA compliant hiking trail, on-site amenities, off-site utilities and improvements, and retaining walls. This project posed interesting challenges due to the steep terrain and cultural resource considerations, requiring careful design to provide a quality product that met the requirements of all involved parties.

Octagon Barn Left Turn Lane, San Luis Obispo, CA

Project Manager responsible for the design of the left turn lane from Higuera Street onto the property. This required realignment, widening, drainage, Right of Way surveying, and coordination with Caltrans. Site design included a grading plan for the parking lots and ADA paths of travel as well as preparation of a drainage report including a retention basin, a storm water control plan, and a storm water pollution prevention plan. The adjacent public road, South Higuera Street, also needed improvement to be equipped to handle the additional traffic flow coming to the landmark. These efforts will greatly benefit the new trailhead for the Bob Jones City-to-Sea Trail and a hub for three regional bicycle routes.

Prado Road Bridge Widening, San Luis Obispo, CA

Project Manager and Principal in Charge for a bridge replacement and protected signalized intersection project including road widening, bridge replacement, creek grading, and innovative bike intersection design. Designed innovative bicycle and pedestrian features through the protected intersection design, separate bikeways, sidewalks, and Class 1 trail connections.

EDUCATION

BSCE, Civil Engineering,
California Polytechnic State
University, San Luis Obispo,
CA

REGISTRATION

California Registered Civil
Engineer, Number 48704

Qualified SWPPP
Developer/Practitioner
(QSD/P)

AFFILIATIONS

American Public Works
Association (APWA) Monterey
Bay Chapter 2016 President

American Council of
Engineering Companies (ACEC)
-Past Statewide Caltrans
Liaison Committee Chair

American Society of Civil
Engineers (Past President,
California State)

Governors Appointee State
Council on Development
Disabilities - Past Chair

SPECIALIZED TRAINING

Roundabout Design
AASHTO Roadside Design
ADA Design Requirements
QSD and SWPPP Development

LANGUAGES

Fluent in Spanish



WALLACE GROUP®

KARI E. WAGNER, PE
Principal

Kari is one of six managing Principals and the Director of Water Resources. She has 20 years of experience working as Project Engineer and Project Manager for a variety of projects, primarily focused on utilities, water, wastewater, and storm drainage for both public and private clients. Kari specializes in assessment district engineering services, water, wastewater, and storm water planning studies, design, and treatment processes. As a Project Manager, she oversees and coordinates the technical design, maintains the budget and schedule, prepares status updates and maintains communication with the Client. She also coordinates with other project team members to ensure that they are apprised to the latest conditions of the project.

Kari has engineered water mains, storage reservoirs, booster stations, gravity sewers, wastewater treatment plants, lift stations, and pond systems, as well as water and wastewater master planning, hydraulic modeling, assessment district formation, vulnerability assessment, undergrounding of overhead utilities, utility and Client coordination, and funding procurement. Kari has been highly involved in the American Society of Civil Engineers, having served nearly every officer position including president. She also served as practitioner advisor, liaison to the student ASCE chapter for many years.

REPRESENTATIVE PROJECTS

Sewer Main Upgrades, Pacific Grove, CA

Project manager for open cut and pipe bursting of 7,000 LF of gravity and forcemain sewer and 41 manhole refurbishments. Required UPRR Right of Way permitting.

Whitley Gardens Water Main Jack and Bore, Green River Mutual Water Company, Paso Robles CA

Project Manager for the design and construction management of a water line that crossed under Highway 46 at Whitley Gardens. As a result of the widening of Highway 46, Green River MWC was required by Caltrans to encase their water main that was under the highway in two locations. Prepared the plans, specifications, and engineer's estimate for the design of two water lines that were constructed using jack and bore under Highway 46. Coordinated design, permitting, payment, construction with Caltrans. Successfully negotiated upgrades to the water system, paid for by Caltrans, for Green River MWC.

Gallery Well Emergency Repairs, Heritage Ranch Community Services District, Paso Robles, CA

Project Manager for the repairs of the HRCSD's Gallery Wells, which is the District's only water supply source. Following intense rainfall, Monterey County Water Resources Agency released over 6,000 cfs over the Nacimiento Dam, and into the Nacimiento River. One-half mile downstream of the Dam is a series of three wells 8-feet below the bottom of the river that provides the District with their only water supply. The high releases washed away the filter media and damaged the piping system, which resulted in significant damage to the wells and minimal water supply to the District. Under emergency conditions, designed new wells, permitted the wells, and constructed the project in 6 months.



EDUCATION

BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

REGISTRATION

California Registered Civil Engineer, Number 66026

AFFILIATION

American Society of Civil Engineers (ASCE)

AWARDS

2009 ASCE Region 9 Award
Winner: Outstanding Practitioner Advisor

2010 ASCE San Luis Obispo Branch Award Winner:
Outstanding Younger Civil Engineer



WALLACE GROUP®

MATT WILKINS, PLA
Director of Landscape Architecture

Matt Wilkins is the Director of Landscape Architecture at Wallace Group. Matt has worked in inter-disciplinary groups throughout his career and brings valuable knowledge of sustainability, transportation design, park and trail design, landscape architecture, construction, and digital technology to the team. His dedication to the profession and interest in 3D and digital technology has allowed him to lead the discussion about technology use in practice. He is currently the Webmaster of the American Planning Academy Central Coast Section and a frequent presenter at national conferences, including ASLA (American Society of Landscape Architecture) in which he's presented on transportation, mobility, trails, and public infrastructure projects. He has prepared and led landscape design projects from concept to completion, and has created various 3D models, animations and photo simulations for site and city-wide design solutions. With his passion for building a better tomorrow, Matt is dedicated to building better infrastructure for our communities.



REPRESENTATIVE PROJECTS

Bob Jones Bike Path, County of San Luis Obispo, CA

Director overseeing the landscape architectural improvements for the Bob Jones Bike Path which is a 4.5-mile extension of the existing trail that connects from Avila Beach at Ontario Road to the Octagon Barn. Understanding how to refine the Bob Jones Trail alignment to maximize user experience while harmonizing the trail with active ag operations, a floodplain, and other natural constraints are major aspects of completing this project.

El Camino Real Downtown Enhancement, Atascadero, CA

Director overseeing the planting design and streetscape improvements. Wallace Group is assisting with the conceptual design, construction documents, and mobility planning of the streetscape of El Camino Real in Downtown Atascadero.

Riverview Park, San Benito County, CA

Director overseeing the development of Riverview Park which is a 74-acre new regional park that will be an amazing asset for the County of San Benito. Amenities include a 5K cross country course for the adjacent high school, ADA access paths, various multi-purpose trails, and various other amenities.

PRIOR TO JOINING WALLACE GROUP

Santa Maria River Levee Trail Study, County of Santa Barbara, CA

Project manager/associate landscape architect and planner in charge of the outreach and project report. Working in collaboration with the County of Santa Barbara, Matt was responsible for leading the community/public outreach and visualization for a proposed six-mile trail along the Santa Maria Levee. The project successfully achieved unanimous project approval from the County.

EDUCATION

Bachelor of Landscape Architecture, Cal Poly San Luis Obispo

REGISTRATION

Professional Landscape Architect
 6398

AFFILIATION

American Society of Landscape Architects
 American Planning Association
 Digital Technology Practicing Professional Network, Co-Chair

AWARDS

2022 APWA San Diego Honor Award,
 Parks, North Park Mini-Park

2022 APA Los Angeles Award of Merit,
 Comprehensive Plan - Small Jurisdiction,
 City of Montebello Parks Master Plan

2022 APWA San Diego Project of the Year,
 Transportation, Mid-Coast LRT

Extension of the UCSD Blue Line
 2020 APWA Ocean Beach Street Access
 Honor Award, Parks (\$2-\$5M)

2020 CMAA San Diego, Public Works Less
 than \$15 M, Ocean Street Beach Access
 Improvements

2017 APWA, Armorlite Drive Complete
 Street Plan

2014 ASLA Junipero Serra Museum
 Historic Landscape Assessment and
 Documentation

2014 ASLA, City of Lemon Grove Main
 Street Promenade



Sarah Huffman, PE
Senior Civil Engineer

Sarah is a licensed Professional Civil Engineer in the State of California with more than ten years of experience in the design of transportation facilities. Her areas of expertise are in transportation engineering, roundabout design, bike and pedestrian features, cost estimates, grading, and drainage. She is involved in several projects improving multimodal mobility, safety, and traffic operations. She is passionate and skilled regarding roundabout operations, safety, and design. Sarah is familiar with working with Caltrans and various cities and counties locally and throughout California.



REPRESENTATIVE PROJECTS

Bob Jones Trail, San Luis Obispo County, CA

Project Engineer for a shared-use pathway connecting the communities of Avila Beach and San Luis Obispo (approximately 4.5 miles). Portions of the trail will meander along a creek with floodplain considerations, while other parts are adjacent to roadways with barrier separations and retaining walls. Led development of ~100-page plan set including designs for an undercrossing of US 101, three bridges, two tunnels, and retaining walls. Coordinated bridge alignment and profile design with structural, hydraulic, and environmental team members.

Prado Road Bridge Widening, San Luis Obispo, CA

Project Engineer for a bridge replacement and protected signalized intersection project including road widening, bridge replacement, creek grading, and innovative bike intersection design. Streamlined grading techniques for roadway reconstruction and widening. Graded creek channel to meet hydraulic and structural requirements. Coordinated bridge and retaining wall design, hydraulic analysis, environmental mitigation, and utility relocations. Designed innovative bicycle and pedestrian features through the protected intersection design, separate bikeways, sidewalks, and Class 1 trail connections. Coordinated with several utility companies to develop an undergrounding district, remove overhead lines and joint utility poles to install a joint utility trench. Led development of ~170-page plan set containing layouts, grading, storm drain, sewer, water, utility, landscaping, lighting, and signal modifications.

Mill Road Connector Parallel Route, Paso Robles, CA

Project Engineer for a feasibility study of a new road in Paso Robles to connect from Union Road to Mill Road that would provide an alternate parallel route to SR-46 E. Designed approximately 2.5 miles of a new rural low speed scenic collector road and Class 1 trail along the bank of the Huero Huero Creek. Generated planning level exhibits showing alignments, profiles, cross sections, drainage facilities, and a new utility corridor. Coordinated with structural engineering team for the preliminary design of a bridge over the creek. Developed preliminary cost estimate for budgeting purposes.

Downtown Enhancement, Atascadero, CA

Project Manager and Project Engineer for the streetscape enhancement project of 0.6 mile of El Camino Real through downtown Atascadero. This road diet project will reduce the number of traffic lanes, thereby increasing safety, encouraging traffic calming and placemaking, and increasing parking and economic development. Provided illustrative plan view and section axon exhibits, as well as a facilitator training session, for a robust public outreach process to inform the preferred conceptual alternative.

EDUCATION

BS Civil Engineering, California
 Polytechnic State University, San
 Luis Obispo, California

REGISTRATION

Registered Civil Engineer in
 California 85233

AFFILIATIONS

American Public Works
 Association (APWA), Monterey
 Bay Chapter,
 President
 American Society of Civil
 Engineers (ASCE), San Luis Obispo
 Chapter, Membership Chair



WALLACE GROUP®

ANN SEVER, PLA, LEED AP
Senior Landscape Architect

Ann is an accomplished Landscape Architect who since 1990 has created, enhanced, and improved landscapes from Washington State to Southern California. She excels in project management, project coordination, Client relations, and directing design teams on both public and private development projects.

In addition to her leadership skills, Ann's talents include all phases of design, from preliminary concepts to master planning to construction documents. Her work includes site planning, public outreach, stakeholder meetings, wayfinding, hardscape design, interpretive sign design, planting and irrigation design, preparation of construction documents, construction observation and coordination, and Irrigation Auditing.

Ann's expertise includes parks and recreation designs, bike trails, streetscape design, LEED-sensitive design and documentation, Low Impact Development (LID) techniques, Cal Green requirements, MWEL documentation requirements, recycled water irrigation design, and mitigation plans. She has worked on public projects such as community parks, streetscapes, and educational facilities, as well as private residential and business developments. This varied experience makes Ann a valuable resource on any landscape design project.

REPRESENTATIVE PROJECTS

Pismo Preserve, Pismo Beach, CA

The project is the development of a 90-acre natural preserve that will serve the community with over 10 miles of hiking, biking, and equestrian trails. It will include two new parking lots, two new restrooms, entry monuments, four Way finding kiosks, picnic areas, benches, trails, bridges, and fencing. Work included conceptual design and construction documents.

Oak Woodland Park, Marina, CA

Landscape Architect for concept and construction documents for an approximately 10 acres existing Oak Preserve Park and trail. The project involved laying out the path, including areas for raised boardwalks and wooden stairs. Developed design details of all elements.

Railroad Safety Trail - Phase 4, San Luis Obispo, CA

Project Manager for approximately 2,100 feet of new class one bike trail through the City connecting the downtown to Cal Poly University. The project included design of a 12-foot-wide AC pavement trail with 2-foot-wide DG shoulders on each side, one pedestrian bridge, safety fencing, signage and two trailheads.

Railroad Safety Trail - Phase 3, San Luis Obispo, CA

Landscape Architect for approximately ½ mile of new class one bike trail through the City connecting the downtown to the Railroad Station. The project included design of a 12-foot-wide AC pavement trail, two pedestrian bridges, safety fencing, signage and five trailheads with signage and landscaping.



EDUCATION

Bachelor of Landscape Architecture,
California Polytechnic State University,
San Luis Obispo

REGISTRATION

California Licensed Landscape
Architect, Number 4038

CERTIFICATION

LEED Accredited Professional
(Leadership in Energy and
Environmental Design)

AFFILIATION

Member, U.S. Green Building Council

PUBLICATION

"Laguna Lake Park Fitness Course,"
Landscape Architect and Specifier
News, March 2014



Creekside Tract 2994, Templeton, CA

Landscape Project Manager for a 107 residential lot development with six common lot passive parks, one active park lot, one open space creek restoration lot and a commercial lot. The project included special fencing, trails, one playground for 2-5-year-olds, picnic areas, benches, historical monument design, two interpretive sign designs, and LID landscape features. The work took the project from concept, through construction drawings, to construction oversight. Work also included the development of an Operations and Maintenance Manual to help the homeowners understand and maintain the special LID features.

Ramona Park, Grover Beach, CA

Ramona Park is a community park that is a key amenity for the community and needs a facelift. Working with the City of Grover Beach, Ann assisted in the design of the park upgrades which include ADA access path of travel, ADA Restroom facilities, all access playground, amphitheater, sports courts, picnic and BBQ areas, game tables, plazas, art installations, and new landscaping. Ann coordinated with the City and stakeholders to develop a four-phase approach for the design and then participated with the team to develop construction documents.

LeRoy Park, Guadalupe, CA

LeRoy Park is a well-loved park in the City of Guadalupe. It has suffered from neglect and age for several years. The City teamed with Wallace Group and a local architectural firm to develop extensive renovations for the on-site community center and grounds. The new site amenities include a large playground, ADA accessible pathways, picnic and BBQ areas, amphitheater, open lawn area, and parking lot. Ann worked with the team to develop the conceptual design of the park and then the construction documents.

Central Park, Guadalupe, CA

Central Park is a small park with a big heart in the center of Guadalupe. It has a lot of potential but is currently underused. The City teamed with Wallace Group to develop conceptual plans and then met with the community for input and suggestions. The new site amenities include a small playground, art installations, ADA accessible pathways, picnic and BBQ areas, basketball court, skate park, dog park, and open lawn area. Ann worked with the team to develop the conceptual design of the park.

Kittyepumu Park, Santa Ynez, CA

Kittyepumu is Chumash for "my playing place" and was developed for the Santa Ynez Chumash Tribe. The park includes a large turf area, a small playground, basketball court, tennis court, sand volleyball court, ADA accessible pathways, picnic and BBQ areas, restrooms, and a parking lot. Ann worked with the team to develop the conceptual design of the park, the construction documents, and assisted during bidding and construction.

Briarwood Vineyard, Templeton, CA

Landscape Project manager for entry monuments, main road landscape, dry creek landscaping, pond landscaping, and a passive park in open space around vineyards. Park includes walking trail, foot bridge, benches, plant ID plaques for educational purposes, native planting, and fencing.



Contractor Information Sheet

Name of Proposer Wallace Group, a California Corporation

Business P.O. Box _____

City, State, Zip _____

Business Street Address 612 Clarion Court
(Include even if P.O. Box is used)

City, State, Zip San Luis Obispo, California 93401

Telephone No. 805 544-4011 **Fax No.** _____

Contractor License No. 6398 **License Classification** PLA

Public Works Contractor Registration No. _____

Business Type (Check One) **Corporation:** x **Partnership:** _____ **Sole Proprietorship:** _____

Contact Person Name Matt Wilkins, PLA 6398

Contact Person Phone No. 805 544-4011

Contact Person Email mattw@wallacegroup.us

Employer's Tax Identification Number 04-3753801

CLIENT CONTRACT and INSURANCE REVIEW MEMORANDUM

Date: October 26, 2023

Client: EMC

Project Client/Name: County of Santa Barbara – Santa Maria Levee Trail



We have reviewed the County's Agreement for Services of Independent Contractor, and request that the following modifications be requested to the County's contract.

~~Red~~ = delete language

Blue = new language

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

We request that the following be added at the end of this clause.

County agrees to hold CONTRACTOR harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, drawings, maps, models, electronic files and other documents for purposes other than those described in this Agreement, unless written authorization of CONTRACTOR is first obtained.

13. COUNTY PROPERTY AND INFORMATION

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. *However, the undersigned may retain an archival copy of the confidential information, to the extent necessary to comply with Law or archival policies.* Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

Exhibit C – Indemnification and Insurance Requirements (For Design Professional Contracts that also Include Non-Design Services)**INSURANCE****B. Other Insurance Provisions**

2. Primary Coverage – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance, *except for Professional Liability and Workers Compensation*, as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.

The Primary requirement is tied to the additional insured status which is not available on Professional Liability or Workers Compensation policies. If the County were named as an insured under the Professional Liability policy, the County would be unable to collect damages since an insured cannot make a claim against itself and recover under the Professional Liability policy.

Workers Compensation is coverage for the Consultant's employee injuries and illnesses, and does not provide coverage to third parties unless they perform services under the Consultant's direction (i.e. as an independent contractor).

CIVIL AND
TRANSPORTATION
ENGINEERINGCONSTRUCTION
MANAGEMENTLANDSCAPE
ARCHITECTUREMECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATIONSURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401T 805 544-4011
F 805 544-4294

Preliminary Project Schedule(s)

E
ATTACHMENT

November 27, 2023

Santa Maria River Levee Trail Preliminary CEQA Schedule

[illegible]

November 27, 2023

Santa Maria River Levee Bike Trail Preliminary NEPA & Section 408 Permitting Schedule

	Activity Name	Start Date	Finish Date	Feb 2024					Mar 2024					Apr 2024					May 2024					Jun 2024					Jul 2024					Aug 2024					Sept 2024					Oct 2024					Nov 2024					Dec 2024					Jan 2025					Feb 2025				
				28	4	11	18	25	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23								
1	NEPA Tasks	2/9/24	10/10/24																																																																	
2	Authorization to Proceed	2/9/24	2/9/24																																																																	
3	Research & Development	2/9/24	8/5/24																																																																	
4	Consultation with Other Agencies	2/9/24	2/29/24																																																																	
5	Technical Reports	2/9/24	6/20/24																																																																	
6	Develop Purpose and Need and Identify Alternatives for Study	2/9/24	3/8/24																																																																	
7	Prepare Administrative Draft EA	2/9/24	6/20/24																																																																	
8	Lead Agency Review	6/21/24	7/12/24																																																																	
9	Prepare Draft EA	7/15/24	8/9/24																																																																	
10	Public Comment Period (30 Day)	8/9/24	9/9/24																																																																	
11	Response to Comments/Decision Notice/FONSI	9/10/24	10/10/24																																																																	
12	Section 408 Permitting Tasks*	2/9/24	2/4/25																																																																	
				28	4	11	18	25	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23								

* - Section 408 Permitting tasks are generally expected to follow the overall project schedule. A specific Section 408 Permitting schedule will be prepared once the environmental review tasks are underway.

REVISED
Resource Allocation Matrix & Cost Proposal



Santa Maria River Levee Trail - Environmental Services and Design Support for Section 408 Permitting and Bike Trail Safety - REVISED											
Task	EMC Planning Group Inc.										
Staff	Senior Principal	Senior Planner	Associate Planner	Reg. Prof. Archaeologist	Principal Biologist	Senior Biologist	Graphics	Production Manager	Admin./ Production	Total Hours	Total Cost
Billing Rate (Per Hour)	\$275.00	\$195.00	\$165.00	\$145.00	\$210.00	\$170.00	\$140.00	\$125.00	\$115.00		
4.1.1 Kick-Off Meeting and Initial Site Visit	2	12	0	2	2	0	0	0	0	18	\$3,600.00
4.1.2 Project Management/Coordination and Progress Meetings	12	24	0	0	0	0	0	0	4	40	\$8,440.00
4.1.3 Prepare NOP, Project Description, Environmental Setting, and Description of Project Alternatives	8	36	24	0	0	0	4	2	0	74	\$13,990.00
4.1.4 Prepare Administrative Draft EIR and Technical Studies	36	137	44	40	9	52	16	4	2	340	\$63,375.00
4.1.5 Prepare Public Draft EIR and Technical Appendices, Noticing and Distribution	4	36	24	2	1	4	4	4	4	83	\$14,780.00
4.1.6 Written Summary of Comments at the Public Hearing on the Public Draft EIR	2	24	10	2	0	0	0	0	0	38	\$7,170.00
4.1.7 Prepare Administrative Final EIR	8	42	12	2	2	12	4	4	2	88	\$16,410.00
4.1.8 Prepare Final EIR	4	12	4	1	1	4	2	2	1	31	\$5,780.00
4.1.9 Prepare Final Certified EIR	1	4	8	0	0	0	0	2	1	16	\$2,740.00
4.1.10 Prepare CEQA Findings and Statement of Overriding Considerations	2	8	0	0	0	0	0	0	0	10	\$2,110.00
4.1.11 NEPA Documentation and Section 408 Permitting	8	24	8	7	8	10	6	8	2	81	\$14,665.00
Subtotal (Hours)	87	359	134	56	23	82	36	26	16	Total Hours	Total Cost
Subtotal (Cost)	\$23,925.00	\$70,005.00	\$22,110.00	\$8,120.00	\$4,830.00	\$13,940.00	\$5,040.00	\$3,250.00	\$1,840.00	819	\$153,060.00

Additional Costs	
Production Costs	\$2,207.50
Travel Costs	\$1,200.00
Postal/Deliverables	\$400.00
Miscellaneous (CNDDDB & Central Coast Information Center Record Searches)	\$925.00
Administrative Overhead 15%	\$709.88
Total	\$5,442.38

Subconsultant Fees	
Wallace Group	\$93,658.00
Long Historic Preservation Services	\$10,000.00
AMBIENT Air Quality & Noise Consulting	\$4,500.00
Subconsultant Overhead 15%	\$16,223.70
Total	\$124,381.70

Total Costs	\$282,884.08
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OPTIONAL TASKS	
1 Wetland Delineation and Report	\$12,000.00

NOTE: This proposed budget is valid for 90 days



EMC PLANNING GROUP INC.
A LAND USE PLANNING & DESIGN FIRM

FEE SCHEDULE

(Effective January 1, 2023)

Principals

Hourly Billing Rate

Senior Principal	\$275.00
Principal	\$250.00

Planners

Principal Planner	\$220.00
Senior Planner	\$195.00
Associate Planner	\$165.00
Assistant Planner	\$140.00

Biologists

Monitoring Rate

Principal Biologist	\$210.00	(\$150.00)
Senior Biologist	\$170.00	(\$130.00)
Associate Biologist	\$145.00	(\$120.00)
Assistant Biologist	\$125.00	(\$100.00)

Archaeologist

Registered Professional Archaeologist	\$145.00
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Support Staff

Desktop Publisher	\$150.00
Executive Assistant/Production Manager	\$125.00
Administrative Assistant	\$115.00
GIS/Graphics Technician	\$140.00

This fee schedule is exclusive of direct reimbursable expenses, such as word processing, editing, printing, copying, travel, lodging, dining, communications, supplies, equipment rental, etc. All expenses are billed at cost plus fifteen percent (15%) for administration. All outside services are billed at cost plus fifteen percent (15%) for administration. This fee schedule is subject to revision at any time.

A retainer of up to fifty percent (50%) of the approved contract amount may be required for new clients or projects. Invoices are due and payable within 30 days. Past due balances are subject to a service charge of one and one-half percent (1.5%) per month. Service charges are in addition to approved contract amount.

Expert witness services are provided at a fifty percent (50%) mark-up.

Agreement for Services of Independent Contractor
(Signature Sheet)

G

ATTACHMENT

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

Attachment A contains the Standard Agreement used by the County for technical services and added clauses by the State Auditors; no changes will be made to the Standard Agreement language. Contractors are required to review the Standard Agreement and acknowledge their acceptance of the terms of the Standard Agreement language in the space provided below. Failure to acknowledgement acceptance of the Standard agreement language will cause the rejection of the proposal without further consideration.

EMC Planning Group Inc. acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent Contractors."

Signature: _____

Michael J. Groves, AICP
President & Senior Principal

Contractor Information Sheet



Contractor Information Sheet

Name of Proposer EMC Planning Group Inc.

Business P.O. Box _____

City, State, Zip _____

Business Street Address 601 Abrego Street
(Include even if P.O. Box is used)

City, State, Zip Monterey, CA 93940

Telephone No. (831) 649-1799 **Fax No.** (831) 649-8399

Contractor License No. _____ **License Classification** _____

Public Works Contractor Registration No. EMC Planning Group will register as a Public Works Contractor if awarded the project.

Business Type (Check One) **Corporation:** X **Partnership:** _____ **Sole Proprietorship:** _____

Contact Person Name Stuart Poulter, AICP, MCRP, and Senior Planner

Contact Person Phone No. (831) 649-1799, ext. 216

Contact Person Email poulter@emcplanning.com

Employer's Tax Identification Number 770126607

SB & DVBE Certificate



ATTACHMENT

Printed on: 3/17/2022 4:46:59 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>

Office of Small Business & DVBE Services

Certification ID: 15769**Legal Business Name:**

EMC PLANNING GROUP INC.

Doing Business As (DBA) Name 1:**Doing Business As (DBA) Name 2:****Address:**

301 LIGHTHOUSE AVE STE C

MONTEREY

CA 93940

Email Address:

staedler@emcplanning.com

Business Web Page:

emcplanning.com

Business Phone Number:

831/649-1799

Business Fax Number:

831/649-8399

Business Types:

Service

Certification Type	Status	From	To
SB(Micro)	Approved	03/17/2022	03/31/2024

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!

-LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?

Email: OSDSHELP@DGS.CA.GOV

Call OSDS Main Number: 916-375-4940

707 3rd Street, 1-400, West Sacramento, CA 95605