

BOARD LETTER ATTACHMENT – 1
CONTRACT SUMMARY

Contract Summary

BC _____ - _____

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	January 14, 2014
D2.	Department Name	Transportation / Engineering
D3.	Contact Person	Walter Rubalcava
D4.	Telephone.....	(805) 739-8775

K1.	Contract Type	Agreement for Services of Independent Contractor
K2.	Brief Summary of Contract Description/Purpose	Professional Environmental Services
K3.	Department Project Number	863035
K4.	Original Bid Amount	\$181,220.00
K4a	Supplemental	
K4b	Contingency	\$18,122.00
K4c	Total Contract Amount	\$199,342.00
K5.	Contract Begin Date	Tuesday, January 14, 2014
K6.	Original Contract End Date	Thursday, December 31, 2015
K7.	Amendment? (Yes or No)	
K8.	- Total Number of Amendments	
K9.	- This Amendment Amount	\$0
K10.	- Total Previous Amendment Amounts	\$0
K11.	- Revised Total Contract Amount.....	\$0

B1.	Is this a Board Contract? (Yes/No)	YES
B2.	Number of Workers Displaced (if any)	None
B3.	Number of Competitive Bids (if any)	6 proposals received
B4.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B5.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	

F1.	Fund Number	0017
F2.	Department Number	054
F3.	Line Item Account Number	7460
F4.	Project Number (if applicable).....	863035
F5.	Program Number (if applicable)	2830
F6.	Org Unit Number (if applicable)	0600
F7.	Payment Terms	NET 30

V1.	Auditor-Controller Vendor Number	
V2.	Payee/Contractor Name	Rincon Consultants, Inc.
V3.	Mailing Address	1530 Monterey Street
V4.	City State (two-letter) Zip (include +4 if known)	San Luis Obispo CA 93401
V5.	Telephone Number	(805) 547-0900
V6.	Vendor Contact Person.....	Richard Dalton
V7.	Workers Comp Insurance Expiration Date.....	
V8.	Liability Insurance Expiration Date.....	
V9.	Professional License Number	
V10	Verified by (print name of county staff)	Brian Gilbert, CPA

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

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

Date: _____ Authorized Signature: _____

BOARD LETTER ATTACHMENT – 2

AGREEMENT FOR SERVICES OF INDEPENDENT
CONTRACTOR

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 Rincon Consultants, Inc. having its principal place of business at 1530 Monterey St, San Luis Obispo, CA 93401 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Walter Rubalcava at phone number (805) 739-8775 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Richard Dalton at phone number (805) 547-0900 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Walter Rubalcava
County of Santa Barbara
Department of Public Works
Transportation Division
620 West Foster
Santa Maria CA 93455

To CONTRACTOR: Richard Dalton
Rincon Consultants Inc.
1530 Monterey Street
San Luis Obispo CA 93401

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

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on January 14, 2014 and end performance upon completion, but no later than December 31, 2015 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee,

including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

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

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

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

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

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

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

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

14. **NONDISCRIMINATION.** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to

this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

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

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

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

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

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

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

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

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability

shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

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

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

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

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

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

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

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

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

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

30. **NON-APPROPRIATIONS.** 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.

31. **BUSINESS ASSOCIATE.** The County is considered to be a "Hybrid Entity" under the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq. and its implementing regulations including but not limited to 45 Code of Federal Regulations parts 142, 160, 162, and 164, ("Privacy Rule and Security Rule"). The Contractor is considered to be a "Business Associate" under the Privacy Rule. Contractor must also comply with the Security Rule as a Business Associate, if under this Agreement, it receives, maintains or transmits any health information in electronic form in connection with a transaction covered by part 162 of title 45 of the Code of Federal Regulations.

The County and Contractor acknowledge that HIPAA mandates them to enter into a business associate agreement in order to safeguard protected health information that may be accessed during the performance of this Agreement. The parties agree to the terms and conditions set forth in Exhibit D - HIPAA Business Associate Agreement.

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

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

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

COUNTY OF SANTA BARBARA:

By: _____
Deputy

By: _____
Chairperson, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

CONTRACTOR:

By: _____
Department Head

By: _____

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

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

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT

By: _____
Risk Management

EXHIBIT A

PROPOSAL TO PROVIDE PROFESSIONAL ENVIRONMENTAL SERVICES

CONTRACTOR agrees to provide services in accordance with the Scope of Services set forth in the CONTRACTOR's "Proposal to Provide Professional Environmental Services," attached hereto as Attachment A, and incorporated herein by reference."

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a base contract amount, including cost reimbursements, not to exceed One hundred eighty one thousand two hundred twenty and 00/100 dollars (\$181,220.00). The Director of Public Works or designee is authorized to approve changes or additions in the services being performed under this contract in an amount not to exceed Eighteen thousand one hundred twenty two and 00/100 dollars (\$18,122). COUNTY will provide CONSULTANT no compensation for any work outside the contract's scope of services, or in any amount that increases the base contract amount unless approved in advance and in writing by the COUNTY.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope, methodology, and fee scheduled contained in **EXHIBIT A** as determined by COUNTY.
- C. On a monthly basis, 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 REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

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

Indemnification pertaining to Professional Services:

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

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

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

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

Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

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

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

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

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

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

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

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

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

Exhibit D

HIPAA Business Associate Agreement

1. Use and Disclosure of Protected Health Information

Except as otherwise provided in this Exhibit, the Contractor may use or disclose Protected Health Information (“PHI”)¹ to perform functions, activities or services for or on behalf of the County, as specified in the underlying agreement, provided that such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), the California Confidential Medical Information Act (CMIA), or other state or federal laws. The uses and disclosures of PHI may not exceed the limitations applicable to the County under the regulations except as authorized for management, administrative or legal responsibilities of the Contractor. PHI includes without limitation “Electronic Protected Health Information” (“EPHI”)².

2. Business Associates Held to the Same Standards as Covered Entities

The Business Associate/Contractor understands that HIPAA and CMIA hold the Business Associate to the same standards of responsibility and liability for the protection of confidential medical information as those required of the Covered Entity.

3. Applicable Laws

Laws which will apply to the Business Associate, include, but are not limited to: the Health Insurance Portability and Accountability Act (HIPAA), a federal law; the California Confidential Medical Information Act (CMIA), a state law; other federal and state laws pertaining to the protection of patient/client privacy and the security of confidential medical information.

4. Requirement to Train Own Employees and Workforce

The Contractor has a responsibility to provide effective training for all members of its workforce (including its own employees, management, staff, volunteers, independent contractors, and subcontractors) who will or who are likely to have any access to or exposure to PHI or EPHI. Members of the Contractor's workforce, who use, disclose, handle, view, process, distribute, access, audit, create, receive or have any exposure to PHI or EPHI must receive training on both the HIPAA Privacy Rule and the HIPAA Security Rule. Privacy Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.530 (b). Security Rule Training shall meet the requirements of 45 Code of Federal Regulations Section 164.308 (a)(5).

5. Further Disclosure of PHI

The Contractor shall not use or further disclose PHI other than as permitted or required by the underlying Agreement, or as required by law.

¹ “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

² “Electronic Protected Health Information” means Protected Health Information, which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

6. Safeguarding PHI

The Contractor shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by the underlying Agreement. Contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of EPHI that Contractor creates, receives, maintains or transmits on behalf of County. The actions taken by the Contractor to safeguard EPHI shall include, but may not be limited to:

- a. Encrypting EPHI that it stores and transmits;
- b. Implementing strong access controls, including physical locks, firewalls, and strong passwords;
- c. Using antivirus/antispyware software that is upgraded regularly;
- d. Adopting contingency planning policies and procedures, including data backup and disaster recovery plans; and
- e. Conducting periodic privacy and security training.

7. Unauthorized Use or Disclosure of PHI

The Contractor shall report to the County any use or disclosure of the PHI not provided for by the underlying Agreement or otherwise in violation of the HIPAA Privacy Rule, the HIPAA Security Rule, or CMIA. Contractor shall report to County any privacy or security incidents within 2 days of becoming aware of such incidents. For purposes of this paragraph, "security incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. The Business Associate shall also be compliant with all HIPAA and CMIA reporting requirements (to federal or state authorities) pertaining to any privacy or security breaches of confidential medical information.

8. Agents and Subcontractors of the Business Associate

The Contractor shall ensure that any agent, including a subcontractor, to which the Contractor provides PHI received from, or created or received by the Contractor on behalf of the County, shall comply with the same restrictions and conditions that apply through the underlying Agreement to the Contractor with respect to such information. The Contractor shall ensure that any agent to whom it provides PHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such PHI. Contractor shall not use subcontractors or agents, unless it receives prior written consent from County.

9. Access to PHI

At the request of the County, and in the time and manner designated by the County, the Contractor shall provide access to PHI in a Designated Record Set to an Individual or the County to meet the requirements of 45 Code of Federal Regulations Section 164.524.

10. Amendments to Designated Record Sets

The Contractor shall make any amendment(s) to PHI in a Designated Record Set that the County directs or at the request of the Individual, and in the time and manner designated by the County in accordance with 45 Code of Federal Regulations Section 164.526.

11. Documentation of Uses and Disclosures

The Contractor shall document such disclosures of PHI and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 Code of Federal Regulations Section 164.528. Contractor agrees to implement a process that allows for an accounting to be collected and maintained by Contractor and its agents or subcontractors for at least six years prior to the request, but not before the compliance date of the Privacy Rule.

12. Accounting of Disclosures

The Contractor shall provide to the County or an Individual, in the time and manner designated by the County, information collected in accordance with 45 Code of Federal Regulations Section 164.528, to permit the County to respond to a request by the Individual for an accounting of disclosures of PHI in

accordance with 45 Code of Federal Regulations Section 164.528.

13. Records Available to Covered Entity and Secretary

The Contractor shall make available records related to the use, disclosure, security and privacy protection of PHI received from the County, or created or received by the Contractor on behalf of the County, to the County or to the Secretary of the United State Department of Health and Human Services for purposes of investigating or auditing the County's compliance with the HIPAA privacy and security regulations, in the time and manner designated by the County or the Secretary.

14. Destruction of PHI

a. Upon termination of the underlying Agreement for any reason, the Contractor shall:

(1) Return all PHI received from the County, or created or received by the Contractor on behalf of the County required to be retained by the Privacy Rule; or

(2) Return or destroy all other PHI received from the County, or created or received by the Contractor on behalf of the County.

This provision also shall apply to PHI in possession of subcontractors or agents of the Contractor. The Contractor, its agents or subcontractors shall retain no copies of the PHI. However, Contractor, its agents or subcontractors shall retain all protected information throughout the term of the underlying Agreement and shall continue to maintain the information required under Section 11 of this Exhibit for a period of six years after termination of the underlying Agreement.

b. In the event the Contractor determines that returning or destroying the PHI is not feasible, the Contractor shall provide the County notification of the conditions that make return or destruction not feasible. If the County agrees that the return of the PHI is not feasible, the Contractor shall extend the protections of this Exhibit to such PHI and limit further use and disclosures of such PHI for so long as the Contractor, or any of its agents or subcontractors, maintains such PHI.

15. Amendments

The Parties agree to take such action as is necessary to amend the underlying Agreement as necessary for the County to comply with the requirements of the Privacy Rule and its implementing regulations.

16. Mitigation of Disallowed Uses and Disclosures

The Contractor shall mitigate, to the extent practical, any harmful effect that is known to the Contractor of a use, disclosure or exposure of PHI by the Contractor in violation of the requirements of the underlying Agreement or of the HIPAA Privacy and Security Rules or CMIA.

17. Termination of Agreement

The County shall terminate the underlying Agreement upon knowledge of a material breach by the Contractor of which the Contractor fails to cure.

18. Definitions

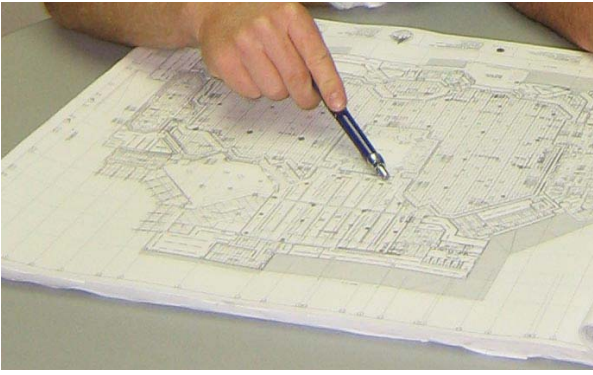
Terms used, but not otherwise defined, in this Exhibit shall have the same meaning as those in the HIPAA Privacy Rule, the HIPAA Security Rule and CMIA.

19. Interpretation

Any ambiguity in this Exhibit shall be resolved to permit County to comply with the HIPAA Privacy Rule, the HIPAA Security Rule and CMIA.

ATTACHMENT A

PROPOSAL TO PROVIDE PROFESSIONAL ENVIRONMENTAL SERVICES



Proposal to Provide Professional Environmental Services

Hollister Avenue - State Street Improvements Project
County Project No. 863035
State Project No. 05930037L
Federal Project No. HPLUL 5951(111)



Rincon Consultants Inc.
November 11, 2013

Submitted to:
County of Santa Barbara
Department of Public Works
123 East Anapamu Street
Santa Barbara, California 93101

Proposal to Provide

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1.0 INTRODUCTION

Rincon Consultants, Inc. is pleased to submit this proposal to assist the County of Santa Barbara with the preparation of the CEQA and NEPA documentation for the Hollister Avenue-State Street Improvements Project. We have assembled a team that brings together expertise in all of the technical areas necessary to develop environmental documents that examines the physical effects from construction and operation of the project, and that satisfies Caltrans environmental documentation and processing requirements. We fully understand that the project will involve circulation, safety and aesthetic improvements to a 1.25-mile portion of the Hollister Avenue State Street corridor between San Antonio Road and State Route 154 that serves mixed use commercial and residential land uses. Within this corridor, Hollister Avenue and State Street have segments that narrow to two lanes and create a bottleneck to east/west traffic movements. Within the two lane section, the roadway passes under the Hollister Underpass at the Union Pacific Railroad (UPRR) mainline. The project includes both roadway improvement components and streetscape improvements.

As described in the RFP, the primary objective of this process is the preparation and completion of Environmental Documents (EDs) to comply with CEQA and NEPA to meet the legal requirements of a complete, adequate, and objective report of the proposed project's environmental consequences. The project requires local County approvals and includes federal funding through the Federal Highway Administration (FHWA). Therefore, the project requires CEQA and NEPA clearances. Under Caltrans NEPA Delegation, Caltrans District 5 will assume NEPA environmental processing responsibilities for FHWA. An Initial Study and Preliminary Environmental Study (PES) will be prepared to determine the appropriate level of environmental review. For the purposes of this proposal, due to the potential for significant environmental effects and the need to comprehensively evaluate the project, we assume an Environmental Impact Report /Environmental Assessment (EIR/EA) will be prepared for the project. The EIR/EA will be required to evaluate the impacts of each of the project alternatives described in the Project Study Report (PSR) at an equivalent level of detail, in accordance with NEPA. These alternatives include

- Alternative 1: a four lane widening of the corridor between San Antonio Road and State Route 154,
- Alternative 2: a four lane widening from San Antonio Road to Modoc Road and a two lane widening from Modoc Road to State Route 154: and
- Alternative 3, the "No Project" alternative.

The two build alternatives also include sub-alternatives of roundabouts at the intersections of Hollister Avenue/Nogal Road and Hollister Avenue/Modoc Road rather than signalized intersections. Both of the build alternatives include replacing the railroad bridge over Hollister Avenue just east of Modoc Road, which would include construction of a temporary railroad bridge. Alternative 1 is considered the locally preferred alternative because it provides superior circulation performance when compared to Alternative 2, and because the alternatives with roundabouts are considered prohibitively expensive.

The project is intended to improve circulation, safety, and accessibility, and enhance aesthetics, economic vitality, and community character. The project would also "complete the street" with multi-modal facilities.

The environmental review for the project presents challenges that the Rincon team has been designed to address. The CEQA and NEPA processes will need to be closely coordinated with a combined EIR/EA,



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which will require close coordination with both County and Caltrans staff. We have successfully coordinated with multiple agencies to deliver high quality combined CEQA/NEPA documents on numerous transportation projects, including the Union Valley Parkway Interchange/ Extension EIR/EA. In addition, the CEQA/NEPA document must comprehensively evaluate the project in a manner that allows the document to serve as a tool to eliminate or streamline environmental review of individual project components as the project is phased over time. Rincon's approach is to develop the environmental evaluation with future review in mind, by fully evaluating all components of the project and describing the future conditions under which additional CEQA/NEPA review would not be necessary. One key advantage to preparation of an EIR as the CEQA compliance document for the project is that an EIR most effectively streamlines environmental review of future related projects.

As demonstrated in the subsequent sections of this proposal, we believe that our team has a comprehensive understanding of the key issues for the project and that we have assembled an excellent team of professionals that are uniquely suited and fully committed to accomplishing the County's objectives for this assignment.

Richard Daulton, MURP, Principal and manager of Rincon's San Luis Obispo office, will serve as Principal-in-Charge/Project Manager and will manage the work program in conjunction with **Karen Holmes, QSD/P**, Regulatory Specialist with Rincon, who will work as the Assistant Project Manager. Richard is a recognized expert in CEQA and NEPA documents prepared for large transportation projects, and has considerable experience preparing comprehensive EIRs both for Santa Barbara County, and involving Caltrans District 5. Karen will provide strong transportation knowledge stemming from her experience working for Caltrans District 5. Our management team also includes **Joe Power, AICP CEP**, Principal with Rincon, who will provide quality assurance/quality control review, and **Duane Vander Pluym, D.Env.**, Rincon's Principal Scientist, who will oversee several environmental technical studies. In addition to this strong management team, Rincon principals and senior staff will serve as the primary research analysts and authors of the several important sections of the document. We propose to conduct most technical studies and documentation with our in-house team of experts, and are proposing the use of only one subconsultant: San Buenaventura Research Associates (SBRA), who will conduct the Historic Resources Evaluation Report (HRER) for the project.

As demonstrated further in subsequent sections of this proposal, our team is specifically tailored to meet the County's objectives for this assignment and includes some of the strongest project managers, biologists, archaeologists, land use planners, and environmental scientists on the Central Coast. We believe that our locally based team is unmatched for providing the County a highly responsive, cost-effective and technically sound analysis.

1.1 GENERAL APPROACH/STUDY METHODOLOGY

Rincon employs a creative and problem-solving approach to the CEQA/NEPA process. By assigning highly qualified professionals who are skilled at isolating relevant issues and preparing clear, concise analyses, we will quickly focus the analysis on issues of concern. This will facilitate County and Caltrans review of technical analysis throughout the CEQA/NEPA process.

The following outlines key components of our general approach.



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Operating as an Extension of County Staff. Our general approach is to work very closely with County staff and to act as the functional equivalent of staff during the assignment. This is greatly facilitated by the fact that our work will be managed by key staff operating from our San Luis Obispo office and supported by our Ventura office. In this capacity we will coordinate with Public Works and other agency staff during the EIR/EA preparation, and we will integrate steps into the process that minimize repetition and maximize the efficient use of the staff's time.

Gathering Public Input. We understand the value of engaging the public in the environmental review process. Our planning team has extensive experience designing and implementing a broad range of effective public involvement programs. Rincon has managed EIR scoping meetings, public workshops, project newsletters, web page development, press releases and other forms of public outreach. Given the broad range of public interest in transportation improvement projects, an effective public outreach program can serve to focus the process on key points of concern and to provide an opportunity for a full airing of divergent points of view. This enables the lead agency to address these issues directly and to manage public controversy efficiently.

Streamlining Future Review. We understand that the EIR/EA is intended to function as the environmental document for all phases of the project, including future phases. The EIR/EA will be designed to maximize its long-term applicability by comprehensively evaluating all aspects of the project, and by explicitly describing the parameters that will support future consistency determinations that streamline or eliminate subsequent environmental processing and documentation.

Incorporating Existing Information. Because considerable analysis has been completed for the proposed project, it is anticipated that the EIR/EA will carefully analyze and critically review existing information but use the existing technical information as the basis for the analysis, to the extent possible.

1.2 KEY FEATURES OF THE RINCON TEAM

The following is a summary of key features of our project team that we believe makes us uniquely suited for this important assignment.

Balancing the Team to Address Key Issues. We have assembled a highly qualified team with strong credentials to prepare the EIR/EA. The Rincon Consultants team offers certified planners, environmental scientists, cultural resources specialists, and certified engineers to conduct the environmental evaluation. As demonstrated in this proposal, our staff has managed EIRs and EAs on many complex projects throughout the state, including large scale transportation projects in similar settings. Our experience working in Central Coast communities ensures a sound understanding of the nuances of local development issues. This combination of local expertise and transportation project experience, including Caltrans District 5 experience, will facilitate the County accomplishing its objectives for this project.

Practicing a Solution-Oriented Approach. Rincon understands the need to effectively become an extension of County staff for a specific project. Our management team, including our Principal-in-Charge/Project Manager, Richard Daulton, MURP, have a history of working closely with clients to assure that expectations are met or exceeded. This particular team was chosen because of their collective experience with transportation-related issues on projects throughout California, including direct experience



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working with public agencies and permitting processes. The fact that we offer direct involvement of principals and senior management staff in the firm ensures a high level of professionalism in achieving County objectives. Through our teamwork approach, the County of Santa Barbara will have direct access to strong technical expertise, while the consultant team will have direct access to community issues and local political concerns.

Extensive Recent Experience on Similar Projects. As demonstrated in subsequent sections of this proposal, our staff has managed environmental documentation for some of the most complex environmental planning projects in the state. Rincon has worked on many local assistance projects throughout California and has recently been involved in several projects with Caltrans District 5.

Locally, our experience working in communities throughout the Central Coast, and recent direct experience with various Santa Barbara County agencies ensures a sound understanding of the working relationship with key agencies.

Rincon also has considerable experience with combined CEQA/NEPA documents that effectively address the processing and substantive requirements of both laws in a consolidated document.

2.0 PERSONNEL

We believe that utilizing the skills and knowledge of Principals and Senior Staff will be the key to providing the County with high quality and responsive professional services. As such, every project that we undertake has a high level of Principal involvement not typically seen at most companies. Our many repeat clients, over the history of the firm are a testament to the fact that this Principal-level commitment helps to ensure successful project execution and that our clients are satisfied with the selection of Rincon as their environmental and planning consultant.

Our team will be led by **Richard Daulton, MURP**, Principal with over 18 years of professional consulting experience. He has provided expertise on transportation-related projects throughout the Central Coast and is highly adept at leading large projects with intricate public outreach components. **Karen Holmes, QSD/P**, Regulatory Specialist with Rincon will work as the Assistant Project Manager. Karen will provide strong transportation knowledge stemming from her experience working for Caltrans District 5. This management team will be supported by a group of highly qualified individuals, each with distinct understanding of their specific analysis sector.

The following table outlines our project team and their individual roles on the contract. Our proposed team structure is shown on the organization chart on the next page. Resumes for each staff member listed are found in the appendix.

Staff Member	Title	Project Role
Richard Daulton, MURP	Principal	Principal-in-Charge Project Manager
Joe Power, AICP CEP	Principal	QA/QC
Karen Holmes, QSD/P	Regulatory Specialist	Assistant Project Manager
Colby J. Boggs, MS	Principal	Biological Resources



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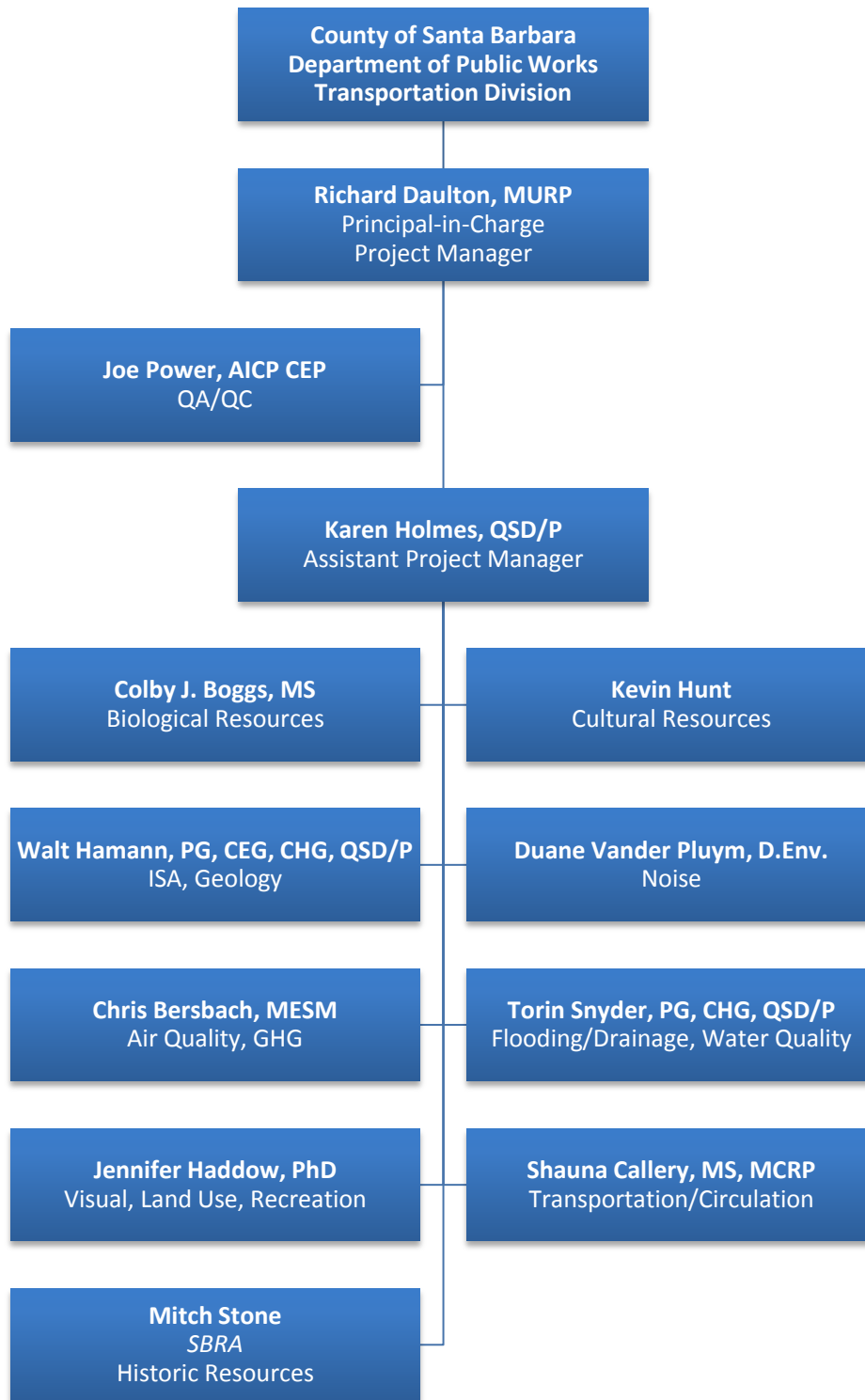
Staff Member	Title	Project Role
Kevin Hunt	Cultural Resources Program Manager	Cultural Resources
Walter Hamann, PG, CEG, CHG, QSD/P	Vice President	Initial Site Assessment and Geology
Duane Vander Pluym, D.Env.	Vice President	Noise
Chris Bersbach, MESM	Senior Planner	Air Quality and Greenhouse Gas Analysis
Torin R. Snyder, PG, CHG, QSD/P	Senior Hydrogeologist	Flooding/Drainage and Water Quality
Jennifer Haddow, PhD	Senior Environmental Scientist	Visual, Land Use, Recreation, Socio- economics
Shauna Callery, MS, MCRP	Senior Planner	Transportation/Circulation
Mitch Stone - San Buenaventura Research Associates	Principal/Preservation Planner	Historic Resources



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Team Organizational Chart



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3.0 STUDY METHODOLOGY

3.1 GENERAL APPROACH

Rincon Consultants will prepare the CEQA and NEPA documentation for the project, in accordance with the County of Santa Barbara Environmental Thresholds and Guidelines Manual (2008) and the Caltrans Standard Environmental Reference (SER) and Environmental Handbooks. Although the final scope of technical services and level of CEQA and NEPA documentation will be determined through the County and Caltrans environmental review processes, this scope of work assumes that the appropriate level of documentation will be an Environmental Impact Report (EIR) in accordance with CEQA, and an Environmental Assessment (EA) in accordance with NEPA. We propose to prepare a combined EIR/EA, to facilitate and coordinate environmental processing and decision-making, and reduce duplication between the state and federal environmental review processes.

The purposes of the EIR/EA will be to:

- (1) meet all of the legal requirements of CEQA and/or NEPA;*
- (2) identify the significant environmental effects of the proposed project;*
- (3) suggest feasible mitigation for identified significant impacts;*
- (4) identify possible alternatives that reduce or eliminate identified significant impacts; and*
- (5) involve the community and public agencies in the planning process.*

In addition, the EIR/EA will identify the program for environmental review of subsequent project phases, to reduce and streamline future environmental review.

As discussed in the Caltrans SER, one of the primary differences between NEPA and CEQA is the way significance is determined and later discussed in environmental documents. Under NEPA, significance is used to determine whether an EIS, or some lower level of documentation, will be required. NEPA requires that an EIS is prepared when the proposed federal action (project) as a whole has the potential to “significantly affect the quality of the human environment.” The determination of significance is based on context and intensity (for additional information on context and intensity. CEQA, on the other hand, requires lead agencies to identify each significant environmental impact resulting from the project and ways to mitigate each significant effect. Every significant effect on the environment must be disclosed in the EIR and mitigated, if feasible. In the combined EIR/EA, both CEQA and NEPA impact significance will be determined in separate chapters of the document.

Under NEPA, the general rule is that all alternatives must be analyzed and discussed to the same level of detail; this is different from CEQA, which requires only enough information about the alternatives to allow for meaningful comparison. With the combined EIR/EA, each of the three project alternatives will be evaluated at an equivalent level of detail throughout the document.

For the EIR/EA, we will take a solution-oriented approach to the environmental review process that focuses on resolving problems. This will be accomplished in a variety of ways, including:

- *Providing robust technical evidence upon which to base impact conclusions;*



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- *Effectively engaging stakeholder groups and the general public;*
- *Developing effective mitigation measures for identified impacts;*
- *Comprehensively evaluating the project in a manner that streamlines subsequent environmental review of future project phases.*

3.2 SCOPE OF WORK

The following describes our step-by-step approach to successful completion of the CEQA/NEPA process.

Task 1: Project Initiation. This task includes the steps needed to initiate the CEQA and NEPA environmental review process, including the kickoff meeting and data gathering. As part of this task, Rincon will undertake ongoing environmental coordination with the County and Caltrans, which will include the following:

- *Attend a project kick-off meeting.*
- *Refine the project and alternatives descriptions, and describe the Environmental Setting.*

As required in the Caltrans Local Assistance Procedures Manual, Exhibit 6-B, Rincon will review existing relevant literature maps and inventories, including resource inventories and environmental and land use studies for the project vicinity. Rincon will also request relevant technical studies, and identify potential areas of concern, through coordination with resource and regulatory agencies. A field review will be conducted to verify the findings of this research.

Rincon will utilize and refine the purpose and need and project description from the PSR, based on information to be provided by the County and/or Caltrans. As discussed in Caltrans Standard Environmental Reference (SER) Chapter 30, the project description will fully describe the action to be undertaken, including, as applicable, the project limits (logical termini/independent utility), construction activities, including staging areas and facilities, disposal and borrow sites required, any right-of-way acquisition, utility relocations, and construction activities that may require temporary facilities such as roads, detours, or ramp closures. Any state or federal permit or consultation requirements will be noted. A brief discussion of the environmental setting will also be provided. Up to 8 graphics figures will be provided.

Deliverables: One reproducible electronic copy via e-mail of kick-off meeting summary, Project Description, Alternatives Description, Environmental Setting

Task 2: Project Management. Rincon will manage the preparation of all environmental technical studies, coordinate the environmental review process schedule, and provide project updates for the environmental analysis. Rincon's principal in charge or project manager shall also review and comment on the meeting minutes and Project Development Team (PDT) agendas.

Task 3: Project Scoping.

Subtask 3.1: Preliminary Environmental Study (PES) and Field Meeting

Preparation of the PES is the initial step in the federal environmental process for projects off the state highway system, and is required for all local assistance projects. The PES will provide the information



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required to determine the studies to be performed and the recommended level of NEPA documentation. The purpose of the PES is to determine the potential presence of sensitive environmental resources within the project area. Rincon will prepare the PES form for the project for Caltrans review, and attended a field meeting to determine the appropriate technical studies and level of environmental review for the project. Rincon will also prepare a draft Area of Potential Effect (APE) map for review at the PES field meeting.

Following the PES field review, Rincon will meet with County staff to reexamine and discuss refinements to the environmental scope of work and budget to address Caltrans input.

Deliverables: Digital version (via e-mail) of PES, including APE map; Attendance at PES field meeting.

Subtask 3.2: Initial Study (IS) and Notice of Preparation/Notice of Intent (NOP/NOI)

Rincon will prepare an Initial Study that determines the appropriate level of CEQA review for the project. Rincon will prepare the Notice of Preparation (NOP) pursuant to CEQA and Notice of Intent (NOI) pursuant to NEPA, compile NOP/NOI comments and conduct one scoping meeting. The NOP/NOI will include: 1) a description of the proposed action; 2) a description of possible alternatives to the proposed action; 3) the lead agency's scoping process; and 4) information for a lead agency process. The IS will address all issues on the CEQA checklist and provide a discussion of environmental issues that require additional evaluation. We will submit a draft version of the IS-NOP for County and Caltrans review. Subsequent to incorporation of County and Caltrans comments, we will provide the final IS for circulation to concerned agencies and organizations. We assume that County staff will be responsible for circulating the IS-NOP/NOI, though Rincon staff will be available to assist, as necessary, with this task. As required by CEQA, agencies and organizations will have 30 days from receipt of the IS-NOP/NOI to provide a response.

Subsequent to receipt of IS-NOP/NOI responses, Rincon will review and assess the responses and provide recommendations on the appropriate level of CEQA documentation, which is assumed in this proposal to be an EIR. The EIR/EA will include a listing of the responses received and how/where they are addressed in the EIR/EA.

As part of this task, Rincon will also advise on other early consultation efforts that should be undertaken, if any.

Following the close of the IS-NOP-NOI comment period, Rincon will meet with County staff to reexamine and discuss refinements to the environmental scope of work and budget to address public and agency input.

Deliverables: One reproducible electronic copy of Draft and Final IS-NOP/NOI, public scoping meeting materials, memorandum providing recommendations for appropriate level of CEQA review and early consultation.

Task 4: Technical Studies. This task involves the preparation of Caltrans technical studies. Draft versions of each study will be submitted for County review. Upon incorporation of revisions based on County comments, each study will be submitted for Caltrans review and comment. Our scope of work



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assumes that we will receive one round of consolidated comments from each agency for each round of review. We assume there will be one round of County staff review, and three rounds of Caltrans review (District 5 staff/peer review, QA/QC, and District Chief).

In support of the EIR/EA, we will prepare the following:

- *Cultural Resources Studies [Historic Property Survey Report (HPSR), Historic Resources Evaluation Report (HRER), and Archaeological Survey Report (ASR)]*
- *Paleontological Resources Assessment*
- *Initial Site Assessment (ISA)*
- *Biological Resources Studies [Natural Environment Study (NES), Jurisdictional Delineation, Botanical Survey]*
- *Noise Study*
- *Visual Impact Assessment (VIA)*
- *Air Quality, Greenhouse Gas Emissions, and Water Quality Technical Memorandum*

A Traffic Study was already prepared by Associated Transportation Engineers, Inc. (ATE) as part of the Project Study Report. Our scope of work assumes that ATE will remain under separate contract to the County to provide additional services through the EIR/EA process.

This list of technical studies represents our best professional estimate at this time regarding the studies likely required to be completed to support the EIR/EA. However, this list is subject to change through the PES and IS process. Rincon will notify the County immediately if additional environmental studies are determined to be necessary. If the public review process leads to a determination that additional issues are required for examination or that particular issues require a greater depth of analysis than proposed, additional budget and a modified scope of work would be required.

Deliverables: Draft and Final version of each Technical Study (one electronic copy via e-mail of each).

Subtask 4.1: Cultural Resources Studies

Rincon and subconsultant San Buenaventura Research Associates will prepare cultural resources studies in accordance with NEPA, CEQA, and Section 106 of the National Historic Preservation Act (NHPA). Documentation will be prepared in conformance with Caltrans' Standard Environmental Reference guidelines, Volume 2, Cultural Resources. Rincon will primarily conduct the archaeological tasks under the direction of an archaeologist who meets the Secretary of the Interior's *Professional Qualification Standards* for prehistoric and historic archaeology. San Buenaventura Research Associates meet and exceed the Secretary of the Interior's *Professional Qualification Standards* for history and architectural history, and will be conducting the historic built environment resources tasks.

A Historic Property Survey Report (HPSR), Historic Resources Evaluation Report (HRER), and Archaeological Survey Report (ASR) are required to determine whether or not significant historic resources exist within or adjacent to the project Area of Potential Effect (APE). As part of this effort, the Rincon team will conduct archival research and cultural resources surveys of the project area and immediate vicinity to



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identify any historic properties. The results of the archival research, Section 106 consultations and surveys will be included in the HPSR, HRER, and ASR.

Rincon further understands that prehistoric/ethnographic period Chumash village site CA-SBA-39 (also known as *Kaswa'* or Cieneguitas) is recorded within the proposed project area approximately 65 meters east of the Union Pacific Railroad's Hollister Avenue bridge. A 1978 archaeological testing program report concluded that "extensive grading to subsoil within and adjacent to the right-of-way has resulted in the removal of most visible archaeological deposit from CA-SBA-39" and that only a small portion of a low density secondary deposit scatter was present. Rincon assumes that additional previously recorded archaeological resources may also be present within the proposed project area. Rincon also understands that project alternatives may impact commercial lots adjacent to the current right-of-way and assumes that as many as 10 historic built environment resources may be present within the project area or its area of indirect effects that must be considered within the HRER.

Subtask 4.1.1: Prepare Draft Area of Potential Effects Map. Rincon will prepare of an Area of Potential Effects (APE) map that includes a delineation of the Area of Direct Impact (ADI) and Area of Indirect Effects. The draft APE map was been submitted to the County and Caltrans for review. Rincon assumes that no more than one (1) revision of the APE map will be required based on comments from Caltrans.

Subtask 4.1.2: Conduct Cultural Resources Records Search. Compliance with CEQA requires that an affirmative search is undertaken to identify properties listed in, determined eligible, or eligible for listing in the National Register of Historic Places (National Register), California Register of Historical Resources (California Register), California Inventory of Historic Resources, California Historical Landmarks, or local registers that may be impacted by the proposed project. That search will be undertaken by performing a records search for the proposed project area at the Central Coast Information Center, located at the University of California Santa Barbara. Rincon assumes that the records search will be conducted at standard rates and will be completed within \$600 in direct expenses.

The results of the records search will be reviewed to identify the likelihood of encountering historical resources and other resources that may require further evaluation for eligibility for listing in the National Register or the California Register of Historical Resources (California Register).

Subtask 4.1.3: Coordinate with Native Americans. Preparation of the Archaeological Survey Report and Historic Property Survey Report will include coordination with local Native American individuals and groups who may have knowledge of, or concerns with, Native American resources in the area. Rincon will initiate this task on Caltrans' behalf by contacting the Native American Heritage Commission (NAHC) to request a Sacred Lands File search and to request a list of Native American contacts. Upon receipt of the Sacred Lands File search, Rincon will prepare and mail letters to each of the NAHC-listed contacts, requesting information, in writing, if they are aware of any Native American religious or cultural resources within or immediately adjacent to the project area. Up to two (2) telephone calls will be made to each of the Native American groups on the NAHC list to document "good-faith" efforts at follow-up.

Subtask 4.1.4: Conduct Archaeological Survey of Area of Direct Impacts. Rincon will conduct a reconnaissance-level archaeological survey of the Area of Direct Impacts. The survey will be conducted by an archaeologist using pedestrian transects. For the purposes of this proposal and cost estimate,



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Rincon assumes that no previously unrecorded archaeological resources will be encountered and no more than four previously recorded archaeological resources will require updates. Any previously unrecorded or additional recorded archaeological resources identified during the survey would require a change order for formal recordation. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey. Rincon assumes the client will coordinate full right-of-entry and safe access to the project area. In addition, Rincon assumes that the archaeological survey will not require more than one field day.

Subtask 4.1.5: Prepare Archaeological Survey Report. Upon approval of the APE map, completion of the records search, and archaeological survey, Rincon will prepare an Archaeological Survey Report (ASR). This ASR will document the results of the records search and field survey; discuss the potential eligibility of cultural resources within the APE for listing in the National Register or California Register; and provide management recommendations for these resources. The report will include maps depicting the area surveyed for cultural resources. If the locations of sensitive archaeological sites or Native American cultural resources will be depicted or described in the report, it will be considered confidential; the report may not be distributed to the public. This report will be submitted to the County and Caltrans for review.

Subtask 4.1.6: Consult with Local Governments/Local Historic Groups. Preparation of the HPSR will include consultation with individuals and organizations that may have knowledge of, or concerns with, historic properties in the area. Consultation will include inquiries to local governments, and local historic groups regarding their knowledge of historic properties in the immediate vicinity of the project area. As many as two telephone calls will be made to each of the groups to document “good-faith” efforts of follow-up.

Subtask 4.1.7: Conduct Built Environment Survey. San Buenaventura Research Associates will conduct an intensive-level survey of the direct and indirect APEs. For the purposes of this proposal and cost estimate, Rincon assumes that the indirect APE will extend no more than one parcel away from any ground disturbances or right-of-way acquisitions. Rincon assumes that the architectural survey will not require more than one field day.

Rincon assumes that no more than 10 resources will require recording or updating on California Department of Parks and Recreation Series 523 (DPR) forms. Per the Caltrans SER, evaluations must be documented on the appropriate inventory forms and in cultural resource study documents. Those forms will constitute a portion of the HRER.

Rincon assumes that no additional resources that are more than 50 years of age will require recordation on DPR forms. Should additional resources that are older than 50 years be identified within the indirect APE, Rincon would request a change order to conduct the additional work.

Subtask 4.1.8: Prepare Historic Resources Evaluation Report. Upon completion of the APE, consultation, DPRs, and built environment survey, San Buenaventura Research Associates will prepare a Historic Resources Evaluation Report (HRER). The HRER will be prepared according to Caltrans’ current guidance as specified in the SER.

Subtask 4.1.9: Prepare Historic Property Survey Report. Upon completion of the APE, consultation, surveys, ASR, and HRER, Rincon will prepare a short-format Caltrans Historic Property



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Survey Report (HPSR). The short-format HPSR will be prepared according to Caltrans current guidance as specified in the SER. The HPSR is the overarching document that summarizes the results of the cultural resources investigation; it will include a project description, a description of the APE, details of consultation with Native American groups/individuals as well as and local government and historic groups, a summary of identification efforts, information regarding any properties identified within the APE, a list of attached documentation, and the findings of the study. Rincon assumes that only one revision to the HPSR will be required.

If a historic resources effects analysis becomes necessary, Rincon and San Buenaventura Research Associates can prepare the analysis and consultation with the California Office of Historic Preservation (SHPO) and interested parties under a separate contract and budget.

Subtask 4.2: Paleontological Resources Assessment

Rincon's Principal Paleontologist will prepare a Paleontological Identification Report (PIR) to assess the paleontological sensitivity of the project site. The PIR will be prepared in conformance with Caltrans' *Standard Environmental Reference* handbook, Volume 1, Chapter 8, Paleontology.

Subtask 4.2.1: Conduct Museum Records Searches and Literature Review. Rincon will examine records maintained by the University of California Museum of Paleontology, Paleodatabase online catalogue, Los Angeles County Museum of Natural History, and University of California, Santa Barbara in order to ascertain whether or not previously recorded paleontological resources occur within the Area of Direct Impact or within a one-mile radius of those boundaries. Published and unpublished literature and geologic maps will be reviewed in order to thoroughly assess the paleontological resource potential of the study area.

Subtask 4.2.2: Prepare Paleontological Investigation Report (PIR). At the conclusion of records searches and literature review, a Paleontological Investigation Report consistent with Caltrans guidelines will be drafted documenting the results of the paleontological study. The report will describe the geology of the project area in terms of their paleontological content and sensitivity, present the results of the paleontological sensitivity analysis, summarize and discuss previously recorded fossil localities within the project areas (if any); discuss the significance of previously recorded localities within the project areas and elsewhere in the same geologic units; discuss the paleontological requirements of the project and compliance with the requirements in the context of existing legislative authorities; and present paleontological resource mitigation recommendations. The report will also include a paleontological sensitivity GIS map that will depict areas where further mitigation (such as construction monitoring) may be recommended.

Subtask 4.3: Initial Site Assessment (ISA)

Rincon will prepare an ISA to identify potential or known hazardous materials, hazardous waste, and contamination in the project area as well as the party/parties responsible, or potentially responsible, for hazardous waste and contamination. According to Caltrans, the industry standard for preparing an ISA is found in the American Society for Testing and Materials (ASTM) Standard E1527-05 "*Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*".

Our scope of work for the ISA will consist of four elements: records review, site reconnaissance, interviews, and report preparation. Our scope of services, pursuant to ASTM practice, will not include any



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inquiries with respect to asbestos, lead-based paint, lead in drinking water, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, or high voltage power lines.

Subtask 4.3.1: Records Review. A records review will be conducted to help identify potential environmental liabilities associated with current and past uses of the property. The records review will include both environmental information and historical use information readily available in public records. Information concerning potential environmental liabilities associated with known nearby properties will be obtained using a computer database records search in accordance with minimum search distances specified in ASTM E1527-05.

Environmental agency file reviews will be conducted for unauthorized release sites that fall within the subject property, adjacent properties, or nearby properties that, based on regional hydrogeologic information, would be expected to impact the subject property. Please note that any file reviews will be performed on a time and materials basis as authorized by the County. Rincon provides this review only on cost on a time and materials basis because the number of documents to be reviewed is unknown and can vary substantially.

Applicable historical use information will also be assessed by a review of two or more of the following: Sanborn Fire Insurance maps, city directory listings, USGS topographic maps, aerial photographs, and building and fire department permit files. In addition, Rincon will review and summarize the previous Phase II ESA, which included an aerially deposited lead survey, conducted at the subject site in 2010.

Subtask 4.3.2: Site Reconnaissance. A site reconnaissance will be conducted by Rincon along with a representative (as identified by the Client) knowledgeable of the property to identify obvious potential environmental liabilities. The subject property and immediately adjacent properties (as accessible) will be visually inspected. Site use practices that may have impacted the property will be reviewed, including: storage tanks, drums and containers, stained soil and stressed vegetation, drains and sumps, solid waste, and wells.

Subtask 4.3.3: Interviews. We will interview the current site owner or a designated representative of the site owner (as identified by the County) to obtain additional information regarding past and present site uses as they may have affected the property. The interview will include transmittal of an interview questionnaire to the above-referenced individual. As specified in the ASTM E1527-05 Standard Practice for Environmental Site Assessments, Rincon will also provide an interview questionnaire to the user of the ISA report. The information obtained from the interviews will be summarized in the report. If necessary, we will also interview other individuals including: regulatory agency personnel, past owners of the property and adjacent property owners.

Subtask 4.3.4: Report. A report will be prepared documenting the information and findings of the research conducted in Subtasks 4.3.1 through 4.3.3. The report will include a series of maps identifying existing site and nearby land uses. The report will contain a description of the work performed, any deviations from normal ISA procedures and identified data gaps (if any) in the research conducted. The report will provide a summary of findings, opinions and conclusions regarding the potential presence of environmental site conditions at the subject property. The report will include recommendations for additional investigation or services, if any are warranted.



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Rincon's staff holds the proper qualifications and certifications allowing us to complete the Caltrans format ISA to the ASTM 1527-05 standards. The Qualifications of the preparer of the ISA will be included in the ISA report.

Subtask 4.4: Natural Environment Study (NES)

Rincon biologists, led by Principal and Senior Ecologist Colby J. Boggs, and Senior Regulatory Specialist Karen Holmes, will prepare a Natural Environment Study (NES), and all associated biological studies, in conformance with *Standard Environmental Reference, Volume 3 – Biological Resources* (Caltrans; last updated April 2, 2013). The NES will address potential effects to special status biological resources occurring and with potential to occur within the Biological Study Area (BSA) for use in the environmental documents.

Riparian habitat and trees are known to occur and other special status species and groups of special status species have the potential to occur (e.g., Cooper's hawk [*Accipiter cooperii*], western pond turtle [*Emys marmorata*], nesting birds, roosting bats, rare plants) in the BSA, which includes Atascadero and Cieneguitas creeks (Caltrans, 2013 [PSR]; California Department of Fish and Wildlife [CDFW] California Natural Diversity Database, 2013) and therefore, a NES is required for the project. It is not expected that a Biological Assessment will be required for the project because there is an impassable barrier (0.43-mile reach of creek with concrete channelization) to upstream migration for steelhead – southern California coast Distinct Population Segment (*Oncorhynchus mykiss irideus*) – below the confluence of Atascadero and Cieneguitas creeks (Stoecker et al., 2002), and no other federally-listed species are believed to have potential to occur on the project site. The NES will consider both temporary and permanent impacts to sensitive natural communities and special status species, including migratory birds and species protected by the state and federal Endangered Species Acts. The NES will also address invasive species (Executive Order 13112), the protection of wetlands (Executive Order 11990), and floodplain management (Executive Order 11988), and other applicable laws and regulations.

Rincon will also prepare a *Quality Control and Assurance for Biological Reports* form to be submitted with the NES, as required by Caltrans.

Subtask 4.4.1: Jurisdictional Delineation. To achieve compliance with Executive Order 11990 and facilitate analysis of impacts to waters of the U.S. and State of California in the environmental documents and support future regulatory permitting efforts, Rincon will conduct a jurisdictional delineation of waters of the U.S. and State of California, including wetlands, at the two creek crossings using the most current guidance provided by the regulatory/resource agencies. Wetlands within the project site will be classified, documented, and mapped in general accordance with *Corps of Engineers Wetlands Delineation Manual* (1987) and *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (2008a). The Ordinary High Water Mark (OHWM) will be delineated in general accordance with the methods prescribed in *A Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States* (2008b) and *Updated Datasheet for the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States* (2010). Rincon will delineate the boundaries of jurisdictional features with special emphasis on features subject to U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and CDFW jurisdictions. The methods and results of the delineation will be incorporated into the NES suitable for submission as an attachment to future permit applications/notifications.



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Subtask 4.4.2: Botanical Survey. To ensure that botanical resources are fully documented, Rincon will conduct a seasonally timed botanical survey. As part of this effort, we will characterize and map the vegetation communities present and document all vascular plants occurring on the project site in general accordance with *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities* (California Department of Fish and Game 2009). Preliminary queries of CDFW California Natural Diversity Database and California Native Plant Society Inventory of Rare and Endangered Plants identified several special status plant species that occur in the vicinity of the project site, at least two of which have potential to occur within the BSA: Santa Barbara honeysuckle (*Lonicera subspicata* var. *subspicata*) and black-flowered figwort (*Scrophularia atrata*). Therefore, one survey visit will be conducted in the late spring or early summer of 2014 which would capture the flowering periods for all special status plant species with potential to occur within the BSA. The methods and results of the botanical survey will also be incorporated into the NES.

Subtask 4.5: Noise Study

Rincon proposes to conduct the analysis required to determine current and future noise levels and to identify appropriate sound barriers within the corridor, if necessary, in accordance with the Caltrans Traffic Noise Analysis Protocol (TNAP). Our work scope for the Noise Study entails the following tasks:

- Modeling of current and future traffic noise levels at receptors located adjacent to the corridor, based on CAD files received from the County. Up to 12 receptors will be modeled for each alternative scenario. Traffic noise will be forecast using the Federal Highway Administration TNM model.
- Evaluation of construction noise impacts based on construction information to be provided by the County.
- Analysis of up to two potential barriers with three heights at these receptors.
- Provision of a table summarizing noise effects at each receptor.
- Evaluation of noise impacts with respect to both County and Caltrans noise thresholds.
- Recommendations for sound barrier heights, if necessary.
- Reasonableness and feasibility calculations and determinations for sound barriers, if necessary.
- Provision of an output Appendix with technical modeling data.

Subtask 4.6: Visual Impact Assessment

Rincon will complete the Caltrans Standard Environmental Reference (SER) Visual Impact Assessment Guide Checklist. The checklist will evaluate the degree and breadth of possible visual issues. The checklist evaluation will include discussions of the following items:

- Potential noticeable changes in the physical characteristics of the existing environment
- Whether the project would complement or contrast with the visual character desired by the community
- The visual characteristics of project features and construction
- The potential for mitigation of visual changes by normal means such as landscaping
- Whether the project, when seen collectively with other projects, would result in an aggregate adverse change in overall visual quality or character
- The viewer sensitivity in the project area



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- The consistency of the project with applicable laws, ordinances, regulations, policies or standards
- The potential for permits required by outside regulatory agencies (i.e., Federal, State, or local) to necessitate a particular level of Visual Impact Assessment

The checklist would be scored in accordance with the Visual Impact Assessment Guide, and a recommendation regarding the general level of Visual Impact Assessment that should be performed for the project. For the purposes of this scope of work, it is assumed that the checklist scoring will indicate that a brief Visual Impact Assessment in memo form will be sufficient. Rincon will prepare a memo that briefly evaluates project changes to the visual environment, and viewer sensitivity in the project area.

Subtask 4.7: Air Quality, Greenhouse Gas Emissions, and Water Quality Technical Memorandum

Rincon will prepare a brief technical memorandum that evaluates the effects of each project alternative related to air quality, greenhouse gas emissions, and water quality. The air quality analysis will describe the project setting, including existing air quality conditions in the project area, the air quality attainment status, and the inclusion of the proposed project in the Regional Transportation Plan/Regional Transportation Improvement Plan. The greenhouse gas emissions analysis will discuss the State and local GHG emissions regulatory background and applicable County and Caltrans thresholds of significance. Construction and operational air quality and greenhouse gas emissions will be described quantitatively using the CalEEMod emissions modeling software. Model inputs will be based upon construction equipment information and traffic data to be provided by the County. Operational model inputs will be based on the project Traffic Study prepared by ATE.

The water quality technical study will include background research of the project area, including a review of the FEMA/National Flood Insurance Program flood maps. The analysis will describe the project setting in terms of hydrology and floodplain issues and identify the bodies of water that might be affected by the project. The potential construction and operational water quality effects of the project will also be assessed.

Task 5: Environmental Impact Report/Environmental Assessment (EIR/EA).

Subtask 5.1: Administrative Draft EIR/EA

Rincon will prepare an Administrative Draft EIR/EA in conformance with the County's Environmental Thresholds and Guidelines Manual and Caltrans' Standard Environmental Reference (SER). The Administrative Draft EIR/EA will contain all required components and will address on-site and off-site impacts of the project. All CEQA and NEPA thresholds will be evaluated, but the technical analysis will be focused as described in Task 4 above. To the extent feasible, existing environmental documentation will be applied to the environmental analysis for the proposed project.

The EIR/EA will identify the direct, indirect, and cumulative environmental effects resulting from the project and project alternatives. It will provide the nature, magnitude, and extent and direction of adverse and beneficial impacts, as well as unavoidable adverse impacts pertaining to environmental issues. The analysis will also include a description of the irreversible and irretrievable commitment of resources that would result from implementing the proposed action or alternative. The Administrative Draft EIR/EA would contain all sections required pursuant to the RFP for the project. The document will include the following sections.



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Subtask 5.1.1: Executive Summary. The EIR/EA will contain a summary of the project alternatives and associated environmental consequences. This information will be presented in tabular format to simplify review by decision-makers and the general public. This section will identify:

- *Purpose and Need/Objectives*
- *Study Area*
- *Proposed Action and Alternatives*
- *Areas of Controversy*
- *Issues to be Resolved*
- *Summary of Impacts*

Subtask 5.1.2: Introduction. The chapter will provide introductory sections that lay the groundwork for and summarize the substantive analysis to follow. The introduction will outline the Purpose and Need which will be determined through consultation with the County and Caltrans staff. This section will summarize the project alternatives and identify the locally preferred alternative. The requirements for environmental review of the Proposed Action and the Purpose and Need of the lead agencies will be described.

In addition, the pertinent regulations that apply to the Proposed Action, the conclusions of the public scoping, the issues of controversy, and consultation and coordination that was conducted will be outlined.

Subtask 5.1.3: Affected Environment. This section presents the baseline conditions for resources in the APE that would be potentially affected by the Proposed Action. Per the RFP, the environmental analysis would be focused on the following key resources of concern:

- *Aesthetics/Visual Resources*
- *Air Quality*
- *Biological Resources*
- *Cultural Resources*
- *Land Use*
- *Noise*
- *Recreation*
- *Transportation and Circulation*
- *Water Resources (Flooding, Drainage, Surface and Storm Water Quality)*

To ensure compliance with CEQA, NEPA and Caltrans environmental requirements, we propose that the EIR/EA also address the following issue areas in detail:

- *Geology and Soils*
- *Greenhouse Gas Emissions*
- *Hazards and Hazardous Materials*
- *Socio-economic Resources (including environmental justice, growth inducement, community character and cohesion)*

The affected environment discussion will summarize information on the resources in the APE. Baseline data available from existing reports that address the resources of the area in relation to planned development activities will be incorporated within the EIR/EA.



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Subtask 5.1.4: Environmental Consequences. This section presents the impacts analysis for the project alternatives. It also presents the significance criteria for the evaluated resource areas and provides avoidance, minimization, and mitigation measures, where applicable, for potential environmental impacts of the project alternatives. Each environmental issue addressed in the EIR/EA will incorporate five sub-topics:

- *Impact topic;*
- *Issues;*
- *Significant impacts to the environment*
- *Mitigation measures; and*
- *Conclusions (including identification of significant and unavoidable impacts).*

Each impact statement will be discrete and numbered, with any necessary avoidance, minimization, and mitigation measures numerically linked to the impact in question. Cumulative impacts will also be discussed within this analysis.

Avoidance, minimization, and mitigation measures may include a range of design measures and programs. All measures will be presented in wording that can be directly applied to conditions of approval and will include monitoring requirements. This section will also discuss existing requirements and conditions that are in place to minimize potential project effects. Issues related to mitigation implementation, such as the monitoring frequency, and responsibility will be discussed.

Subtask 5.1.5: Other Issues. Also included in the EIR/EA will be other sections required by NEPA and CEQA, such as irreversible environmental changes, relationship between short-term uses of the environment and the maintenance and enhancement of long-term productivity, unavoidable environmental effects, consistency with adopted land use plans, table of contents, references, persons contacted, list of preparers, distribution list, and an index. Required Caltrans appendices, including the CEQA checklist, Title VI policy statement, Mitigation Summary, and Summary of Relocation Benefits (if necessary), will be provided.

Deliverables: Rincon will submit one reproducible copy via e-mail of the Administrative Draft EIR/EA with Technical Appendices to the County and Caltrans for review.

Subtask 5.2: Revised Administrative Draft EIR/EA

Rincon will revise the Administrative Draft EIR/EA based on the comments received. It is assumed that comments will be received from the Caltrans staff peer review process during this round of review. This scope of work assumes that Caltrans and the County will each provide one set of consolidated comments for each round of review.

Deliverables: Rincon will submit one reproducible copy via e-mail of the revised Administrative Draft EIR/EA with Technical Appendices to the County and Caltrans for review.

Subtask 5.3: Revised Second Administrative Draft EIR/EA

Rincon will revise the second Administrative Draft EIR/EA based on the comments received. It is assumed that comments will be received from Caltrans QA/QC staff during this round of review.



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Deliverables: Rincon will submit one reproducible copy via e-mail of the revised Administrative Draft EIR/EA with Technical Appendices to the County and Caltrans for review.

Subtask 5.4: Draft EIR/EA

After receiving comments regarding the revised second Administrative Draft EIR/EA, Rincon will produce the public Draft EIR/EA with Technical Appendices. Upon receiving clearance, Rincon will print and deliver one reproducible unbound copy, thirty (30) bound copies, thirty (30) electronic copies on compact disks, and two electronic copies on compact disks with the files divided into chapters. In addition, Rincon will prepare the Notice of Completion (NOC) and Notice of Availability (NOA) of the Draft EIR/EA for distribution, and notice suitable for publication in the Federal Register.

Subtask 5.5: Administrative Final EIR/EA, Including Responses to Comments

The final formal stages of the EIR/EA and project review process involve responding to comments, public hearings, and final publication tasks. At this point, the EIR/EA is brought forward for final public governmental scrutiny leading to decisions regarding approval. Through this process, final changes and policy decisions concerning the project are made. We will discuss and modify, as necessary, information in the EIR/EA that requires such modification. Note that this task assumes up to 66 hours of professional time. We understand that this is a potentially controversial project and believe that this budget is adequate to address a project of this nature. However, we reserve the right to renegotiate this task should it require additional effort.

Following the close of the EIR/EA comment period, Rincon will meet with County staff to reexamine and discuss refinements to the environmental scope of work and budget to address public and agency input.

Deliverables: Rincon will submit one reproducible unbound copy, six (6) bound copies and six (6) electronic copies on compact disks of the proposed Administrative Final EIR/EA with responses to comments for County and Caltrans review.

Subtask 5.6: Revised Administrative Final EIR/EA

Rincon will revise the Administrative Final EIR/EA based on the comments received. It is assumed that comments will be received from the Caltrans staff peer review process during this round of review. This scope of work assumes that Caltrans and the County will each provide one set of consolidated comments.

Deliverables: Rincon will submit one reproducible unbound copy, six (6) bound copies and six (6) electronic copies on compact disks of the revised Administrative Final EIR/EA with Technical Appendices to the County and Caltrans for review.

Subtask 5.7: Revised Second Administrative Final EIR/EA

Rincon will revise the second Administrative Final EIR/EA based on the comments received. It is assumed that comments will be received from Caltrans QA/QC staff during this round of review.



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Deliverables: Rincon will deliver one reproducible unbound copy, thirty (30) bound copies, thirty (30) electronic copies on compact disks, and two electronic copies on compact disks with the files divided into chapters. Rincon will circulate the Final EIR/EA with Technical Appendices for public review at least 30 days prior to a decision on the project.

Subtask 5.8: Publication of the Final EIR/EA

Following public hearings and final project decisions, Rincon will deliver ten (10) bound copies, and ten (10) electronic copies on compact disks, of the Final EIR/EA with Technical Appendices, with the files divided into chapters. Rincon will assist in filing of the EIR/EA, including preparation of the Notice of Determination and Record of Decision.

Task 6: Public Hearings and Meetings. Rincon assumes that meeting attendance will be required throughout the preparation of the EIR/EA. Rincon anticipates the following meetings and frequency will be necessary:

- Six PDT meetings or other County staff coordination meetings
- One public workshop for the Streetscape Project
- Six public hearings, including:
 - One public scoping meeting as described in Subtask 3.2
 - Two (2) hearings with the Board of Architectural Review (Streetscape Project)
 - One (1) hearing on the draft environmental documents
 - One (1) hearing with the County Planning Commission on the project and Final environmental documents
 - One (1) hearing with the County Board of Supervisors on the project and Final environmental documents

At each public hearing, Rincon's project manager will present relevant environmental topics, supplemented with graphic presentations, if necessary. In addition, Rincon environmental topic experts will be available to address specific issues of concern. Our scope of work assumes that one topic expert will attend each public hearing. At the County's request, we will attend additional hearings or arrange for additional technical experts to attend the public hearings at an additional cost. We will be available to attend additional hearings or meetings at a cost of \$1,000 per meeting or hearing, if desired. At the public hearing on the draft environmental documents, Rincon will provide a written summary of comments received. However, it is recommended that if verbal comments are accepted as formal comments on the environmental documents, that the County provide a stenographer to prepare an official meeting transcript.

Deliverables: One reproducible electronic copy of the written summary of comments at the public hearing on the draft environmental documents.

3.3 ISSUE AREA ANALYSIS

Aesthetics/Visual Resources. This analysis will be adapted from the Visual Impact assessment and based on site review and photographic interpretation of project site aesthetic conditions. The aesthetics/visual resources section of the EIR/EA will include an evaluation of the site's existing visual setting, including the project site's physical attributes, relative visibility, and relative uniqueness. The impact



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analysis will entail an evaluation of the modification of visual resources located on-site and on views in the vicinity that may be partially or fully obstructed, as well as the change in visual character of the site and surrounding area as a result of the project. This will include a discussion of the change in the aesthetics of the site with development of the project, including the proposed grading, infrastructure, structural development, and landscaping. The section will evaluate the change in visual conditions due to the temporary railroad bridge and permanent modifications to the existing bridge. The contribution of the project to cumulative aesthetic changes in the project vicinity will also be discussed. Minimization and mitigation measures will be discussed, as applicable.

Air Quality. The air quality section will be adapted from the Air Quality technical memorandum and prepared in accordance with the methodologies used by the Santa Barbara County Air Pollution Control District (SBCAPCD) and by Caltrans. The EIR/EA will quantitatively evaluate the potential short-term (construction) air quality impacts that could result from the proposed project. Short-term (construction-related) emissions will be compared to state and federal Air Quality Standards and SBCAPCD construction emissions thresholds of significance (82 pounds per day of PM₁₀). This evaluation will include an assessment of dust impacts as well as emissions associated with heavy construction equipment. Since the project would be designed to improve traffic operations and would not increase vehicle miles traveled, the analysis will discuss operational improvements to air quality as a result of the project. The conformity of the project with the State Implementation Plan (SIP) will be discussed based on a review of applicable transportation planning documents.

Biological Resources. This section will be adapted from the Natural Environment Study, which will incorporate the Jurisdictional Delineation and Botanical Survey. The section will include an analysis of the project's impacts to local biological resources, including sensitive habitats, sensitive species, and wildlife movement corridors. The analysis will be based on: search and review of the California Natural Diversity Data Base (CNDDDB) and other published information; field survey work by qualified Rincon biologists; review of aerial photographs and soils surveys; and coordination with County resource staff, Caltrans, the California Department of Fish and Wildlife (CDFW), the U.S. Fish and Wildlife Service (USFWS), and the U.S. Army Corps of Engineers (ACOE). The project's contribution to cumulative biological resources will also be evaluated. Avoidance, minimization, and mitigation measures will be described for any identified impacts.

Cultural Resources. This section will be adapted from the Cultural Resources Studies and will be based on a combination of field survey work and research, including a records search at the Central Coast Information Center at UCSB, and evaluation of historic resources based on National and California Register criteria, as well as locally adopted criteria for the designation of local landmarks. The cultural resources section will include a discussion of the applicable regulatory framework for archaeological impacts, including applicable state and local regulations and standards; describe the criteria for determining the project's impact on archaeological resources; identify and describe the potential project-specific impacts to such resources and assess the significance level of each identified impact; describe the project's contribution to cumulative impacts on historical and archaeological resources; and identify feasible mitigation measures that are capable of reducing any potentially significant project impacts to less than significant levels.

Geology and Soils. The geological and soil hazards of the project site and surrounding area will be evaluated in this section. The section will describe the geologic setting of the project area and will



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include a discussion of potential hazards that could affect the project alternatives. The baseline conditions discussion will be based on information available from the County Comprehensive Plan, the California Geological Survey, Southern California Earthquake Data Center, United States Geological Survey, the California Division of Mines and Geology, the United States Department of Agriculture Soil Conservation Service Soil Surveys for Santa Barbara County, and any geotechnical or soils engineering reports prepared for the project. Minimization and mitigation measures will be described for identified impacts, if any.

Greenhouse Gas Emissions/Climate Change. This section will focus on the impacts of the project alternatives on climate change, as well as the impacts of climate change on the project. Rincon staff will use Caltrans and County guidelines for evaluating the significance of project-caused GHG emissions. Rincon has prepared climate change analyses for a wide variety of development projects, general and specific plans, and transportation plans since the passage of AB 32 in 2006, SB 97 in 2007, and SB 375 in 2008.

Project construction GHG emissions will be quantified using the latest version of the CalEEmod emissions model. The evaluation of project operational impacts on GHG will rely upon accepted Caltrans documentation and language regarding the beneficial GHG emissions impacts of transportation improvement projects. Project design elements that reduce VMT, increase fuel efficiency, or reduce energy use will equally reduce criteria and GHG emissions on a percentage basis. Rincon will evaluate project compliance with GHG reduction strategies contained in federal and state laws, and existing regional GHG reduction plans or strategies. As necessary, minimization and mitigation measures will be developed.

Hazards and Hazardous Materials. This section will be adapted from the Phase I Initial Site Assessment and will include an analysis of impacts relating to hazardous materials performed under the direction of Rincon's Registered Geologist/Certified Hydrogeologist.

The hazards analysis will examine the potential for hazardous materials to be present on the site and the effects that such materials may have on the project. The effect of any residual contaminants will be discussed in reference to current standards administered by the California Department of Toxic Substances Control or other oversight agencies. The potential for impacts related to conflicts with underground utilities will be described. Minimization and mitigation measures will be described for any identified impacts.

Land Use. The analysis of land use impacts will consider impacts related to land use compatibility, and consistency with local land use policies, particularly those of the County General Plan. Compatibility issues will be discussed in light of information provided in other sections of the CEQA/NEPA document, the County's General Plan and other governing documents, and in other studies conducted by the County. The compatibility analysis will consider the combined effects of all of these issues in relation to the land uses adjacent to the project site in order to determine the significance of impacts. Description of the existing land use setting for the proposed project, including a discussion of surrounding land uses and zoning. Direct impacts on population and businesses from right-of-way acquisitions or access interruptions will also be addressed in the context of land use impacts. Minimization and mitigation measures, if any, will be identified to reduce land use impacts and resulting residual environmental effects.

Noise. The noise section will be adapted from the Noise Study and will be based on noise metering and modeling conducted for the site and project. The analysis will include evaluations of temporary impacts associated with construction and long-term impacts associated with project operation.



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The section will include verification of noise levels on and in the vicinity of the project site and establishing the noise environmental baseline for the project. The regulatory framework for noise impacts, including applicable federal, state, and local regulations and standards, will be described. The methodology and significance thresholds will be discussed, which will detail the criteria for determining the significance of any noise impacts posed by the proposed project, including the County's *Environmental Thresholds and Guidelines Manual*, and applicable Caltrans thresholds relating to noise impacts. Noise impacts will be evaluated for both project and cumulative conditions. Minimization and mitigation measures will be identified as necessary.

Recreation. This section will describe project impacts on identified recreational land uses due to direct physical impacts and changes to access. Impacts will be quantified to the extent feasible. Impacts on parks and recreation resources pursuant to Section 4(f) of the 1966 Department of Transportation Act, if any, will be discussed. The analysis will identify appropriate minimization and mitigation measures for any identified impacts.

Socio-economic Resources (including environmental justice, growth inducement, community character and cohesion). The Human Environmental subsection of the Environmental Consequences chapter will incorporate the Land Use and Policy Consistency discussions described above, and will address environmental justice, growth inducement, and community character and cohesion in accordance with CEQA, NEPA, and Caltrans guidance.

The environmental justice analysis will be based on examination of the demographic characteristics of the census tracts the surround the project site, including average household size, ethnic composition, and income levels. The analysis will identify and address any disproportionately high and adverse effects of federal projects on the health or environment of minority and low-income populations.

A road widening project can induce growth by removing existing constraints to growth (such as, eliminating congestion). In assessing the potential growth inducement of a proposed project, it is important to clearly identify growth induced by the project beyond that already anticipated and planned for by local community planners. Rincon will examine growth trends and surrounding land use patterns to evaluate the potential for the project alternatives to induce growth in the project vicinity. Existing community cohesion in the project area will be evaluated by examining the length of average residency, percentage of family households, and ethnic homogeneity in the surrounding census tracts. The potential for the project alternatives to disrupt existing communities and/or interrupt existing services along the corridor will be assessed. The potential for the project to result in relocations of existing homes and businesses will also be addressed.

Transportation and Circulation. This section will be adapted from the Traffic Study was already prepared by Associated Transportation Engineers, Inc. (ATE) as part of the Project Study Report. This section will include the assessment of potential project-specific and cumulative impacts to the key roadways and intersections in the study area using Santa Barbara County and Caltrans impact criteria, for each alternative. Access impacts will also be discussed. Short-term construction impacts will also be addressed. Minimization and mitigation measures will be developed for identified impacts.

Water Resources (Flooding, Drainage, Surface and Storm Water Quality). This section will be partially based on the water quality technical memorandum, and will also address issues related to flood



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hazards and drainage. The hydrologic evaluation will be based on drainage information to be provided by the County and/or Caltrans through the project design process. The analysis will also be based on review of all pertinent FEMA and Santa Barbara County Flood Control District Maps, Central Coast Regional Water Quality Control Board data on the water quality of any existing surface water bodies within the watershed. The analysis will include an assessment of impacts to water resources and flooding associated with project construction and operation, including water quality, flood hazards, and long-term hydrological changes, for each alternative. Minimization and mitigation measures necessary to reduce impacts will be identified as appropriate. The analysis will also address cumulative impacts to water resources and flooding and identify the project's contribution to those impacts.

4.0 HOURS PROPOSAL

Rincon will prepare the Hollister Avenue-State Street Improvements Project EIR/EA, in accordance with the scope of services outlined in Section 3.0, for a cost not-to-exceed **\$181,220**. The attached table provides a breakdown of costs by task and staff level. Overall, we have budgeted 60 hours of Principal- and Senior-level professional time for project management, including oversight of staff and subconsultants and coordination with County staff. Rincon's Principal-in-Charge/Project Manager will review the budget on a regular basis to ensure the project is completed successfully on budget. Monthly status reports will be provided to the County. Should changes in circumstances beyond those anticipated in the proposed scope of work that may necessitate additional work effort occur, Rincon's Principal-in-Charge/Project Manager will discuss available solutions with the County's project manager.

The not-to-exceed cost includes preparation of the PES form and Initial Study, three rounds of the Administrative Draft EIR/EA, the Draft EIR/EA, responses to comments on the Draft EIR/EA, three rounds of the Administrative Final EIR/EA, and the Final EIR/EA. In addition, our cost included attendance by Rincon's Principal-in-Charge/Project Manager at 6 meetings and 7 hearings, and attendance by one senior Rincon specialist at each of the 7 hearings.

5.0 SCHEDULE

Rincon Consultants has an excellent reputation for adhering to schedules and meeting milestones. Based on our understanding of the project and the analysis required, we believe that completion of the EIR/EA will require approximately 13 months. While Rincon is confident that most of the timeframes specified in the RFP can be met, our proposed schedule includes required rounds of Caltrans review and effort to address review comments, which extends the schedule. In addition, our proposed schedule includes additional time for the project scoping phase, including the required Caltrans PES process and Initial Study process. Please note that our schedule assumes that Caltrans will accept concurrent submittal of technical studies with the Administrative Draft EIR/EA. A key factor in maintaining the proposed schedule will be close coordination between the Rincon team, County, and Caltrans staff to ensure that documents submitted for Caltrans review do not require additional rounds of review.

Rincon is accustomed to preparing CEQA/NEPA documents on large and/or controversial projects within ambitious timeframes. We have met similar schedules as indicated below on many other EIRs. Our firm's size, flexibility, and dedication to meeting deadlines ensures that we have the resources and commitment necessary to devote to large projects or those with challenging timeframes.



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All documents will be delivered electronically compatible with Microsoft Word 2010 and in Adobe pdf format. All copies of the environmental documents will be printed double-sided on recycled paper stock and spiral bound. All electronic submittals will be divided into chapters and file sizes that can be easily published on Public Works' website.

6.0 DISADVANTAGE BUSINESS ENTERPRISE INFORMATION

Rincon Consultants supports diversity with the vendors that it uses. We have business relationships with minority business enterprises, women owned business enterprises, small business enterprises, and others. We routinely provide bidding opportunities and work in an equal opportunity manner. We acknowledge the County's DBE Requirements and commit to fulfilling them whenever possible. Completed forms from Attachment A are included in the appendix.

7.0 INDIVIDUAL AUTHORIZED TO NEGOTIATE THE CONTRACT

Any contract negotiations regarding this project will be conducted by Stephen Svete, AICP, LEED AP ND, Vice President of Rincon Consultants.

8.0 COMMUNICATIONS

Rincon Consultants will not participate in direct communication with the public, publish news releases, or participate in news interviews about this project unless expressly authorized by the Director of Public Works.

9.0 ACCEPTANCE OF TERMS AND CONDITIONS

Rincon Consultants accepts all terms and conditions presented in the County's Agreement for Services of Independent Contractor.



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Professional Environmental Consulting Services for the
Hollister Avenue-State Street Improvements Project

**County of Santa Barbara Department of Public Works
Hollister Avenue-State Street Improvements Project CEQA and NEPA Documentation**

Cost Estimate

11/11/2013

Tasks	Cost	Hours	Rincon				
			Principal \$180/hr	Sr. Assoc. \$135/hour	Analyst \$105/hour	Graphics/GIS \$85/hour	Clerical \$65/hour
1. Project Initiation (kickoff, project description, env. setting)	\$3,400	30	6	4	6	12	2
2. Project Management	\$10,260	60	48	12			
3. Project Scoping							
3.1 Preliminary Environmental Study (PES) and Field Meeting	\$3,410	26	8	8	4	4	2
3.2 Initial Study and NOP/NOI	\$4,560	38	6	8	20	2	2
4. Technical Studies							
4.1 Cultural Resources Studies (ASR, HRER, HPSR)	\$10,760	94	6	28	44	12	4
4.2 Paleontological Resources Assessment	\$2,135	20	1		18		1
4.3 Initial Site Assessment	\$4,700	40	4	12	18	4	2
4.4 Biological Resources							
4.4.1 Natural Environment Study	\$8,305	77	4	4	60	8	1
4.4.2 Jurisdictional Delineation	\$2,955	28	1	2	20	4	1
4.4.3 Botanical Survey	\$2,785	26	1	2	20	2	1
4.5 Noise Study	\$10,175	79	8	48	16	6	1
4.6 Visual Impact Assessment	\$4,975	43	4	12	18	8	1
4.7 Air Quality, GHG, Water Quality Technical Memo	\$4,975	43	4	8	28	2	1
5. Environmental Impact Report/Environmental Assessment (EIR/EA)							
5.1 Administrative Draft EIR/EA							
5.1.1 Executive Summary	\$2,630	24	2	4	12	4	2
5.1.2 Introduction	\$2,210	20	2	4	8	4	2
5.1.3 Affected Environment	\$3,990	36	2	6	24	2	2
5.1.4 Environmental Consequences							
Aesthetics/Visual Resources	\$1,315	12	1	2	6	2	1
Air Quality	\$1,145	10	1	2	6		1
Biological Resources	\$2,575	22	3	4	12	2	1
Cultural Resources	\$2,225	19	2	4	12		1
Geology and Soils	\$2,040	19	1	3	10	4	1
Hazards and Hazardous Materials	\$1,660	15	1	3	8	2	1
Land Use	\$2,455	21	2	6	10	2	1
Noise	\$2,935	25	2	8	12	2	1
Recreation	\$870	7	1	2	4		
Socioeconomic Resources	\$3,125	27	2	6	18		1
Transportation and Circulation	\$1,895	17	2	4	4	6	1
Water Resources	\$2,805	26	1	4	16	4	1
5.1.5 Other Issues	\$1,145	10	1	2	6		1
5.2 Revised Administrative Draft EIR/EA	\$3,490	30	4	8	12	2	4
5.3 Revised Second Administrative Draft EIR/EA	\$2,710	22	4	6	10		2
5.4 Draft EIR/EA	\$3,070	26	4	4	16		2
5.5 Administrative Final EIR/EA	\$7,500	66	6	12	40	4	4
5.6 Revised Administrative Final EIR/EA	\$2,710	22	4	6	10		2
5.7 Revised Second Administrative Final EIR/EA	\$1,595	13	2	4	6		1
5.8 Publication of the Final EIR/EA	\$1,595	13	2	4	6		1
6. Public Hearings and Meetings	\$17,540	116	60	42		8	6
Subtotal Labor:	\$148,625	1,222	213	298	540	112	59
Additional Costs							
Subconsultant: SBRA (Historic Resources)	\$8,000						
Records Searches and Cultural Resources Reporting	\$1,285						
Field Expenses:							
Vehicle (assumes 3 days @ \$85/day [2WD])	\$255						
General Bio. Field Equipment (assumes 3 days @ \$45/day)	\$135						
Trimble GPS Unit (\$190/job)	\$190						
Printing: 30 hard copies and 30 CDs of Draft EIR/EA	\$4,800						
6 hard copies and 6 CDs of Admin Final EIR/EA	\$960						
6 hard copies and 6 CDs of Revised Admin Final EIR/EA	\$960						
30 hard copies and 30 CDs of Revised Second Admin Final EIR/EA	\$4,800						
10 hard copies and 10 CDs of Final EIR/EA	\$1,600						
Travel/Miscellaneous Expenses	\$5,359						
General and Administrative	\$4,252						
Subtotal Additional Costs:	\$32,595						
Total (Labor + Other Costs)	\$181,220						
Optional Tasks							
Attendance at each additional meeting or hearing (per staff member)	\$1,000						



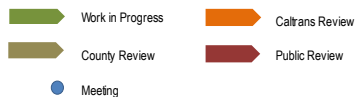
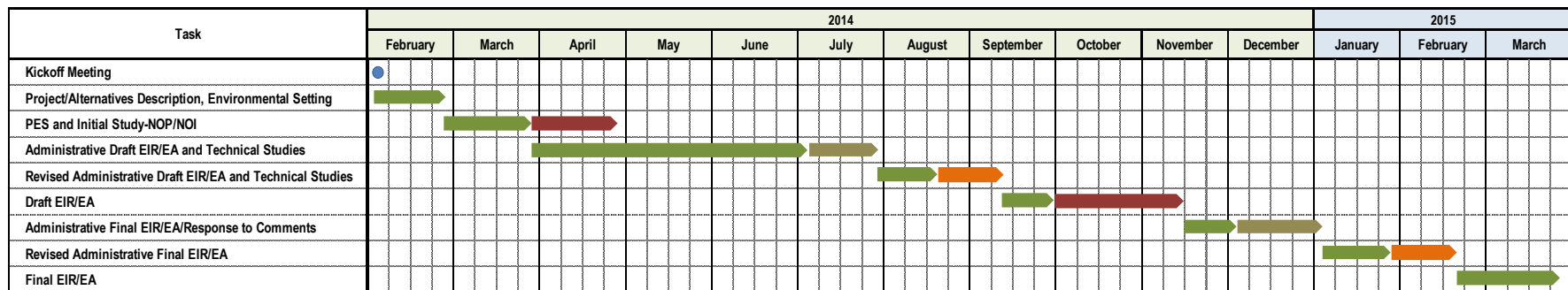
Proposal to Provide

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County of Santa Barbara

Hollister Avenue - State Street Improvements Project

Proposed Schedule



BOARD LETTER ATTACHMENT – 3

NOTICE OF EXEMPTION

NOTICE OF EXEMPTION

TO: Santa Barbara County Clerk of the Board of Supervisors

FROM: Department of Public Works – Transportation Division
(Lead Department/Division)

Based on a preliminary review of the project the following activity is determined to be exempt from further environmental review requirements of the California Environmental Quality Act (CEQA) of 1970, as defined in the State and County Guidelines for the implementation of CEQA.

APN(s): N/A **Case No.:** 863035

LOCATION: 105 East Anapamu Street, 4th Floor Board of Supervisors Hearing Room

PROJECT TITLE: Environmental Impact Report Preparation Contract for the Hollister Avenue – State Street Improvements; in the Second Supervisorial District.

PROJECT DESCRIPTION: The County of Santa Barbara Department of Public Works requests the Board approve and authorize the Chair to execute an Agreement for Services with Rincon Consultants, Inc. to complete an Environmental Impact Report for the Hollister Avenue-State Street Improvement Project for the period of January 15, 2014 through December 31, 2015 in an amount not to exceed \$208,400, which includes a base cost of \$181,220 as proposed and a 15 percent contingency cost of \$27,180.

EXEMPT STATUS :(Check One)

- Ministerial
- Statutory [Sec. 15262]
- Categorical Exemption [Sec. 15301]
- Emergency Project
- No Possibility of Significant Effect [Sec. 15061(b,3)]

Cite specific CEQA Guideline Section: 15262 Feasibility and Planning Studies.

A project involving only feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or Negative Declaration but does require consideration of environmental factors. This section does not apply to the adoption of a plan that will have a legally binding effect on later activities.

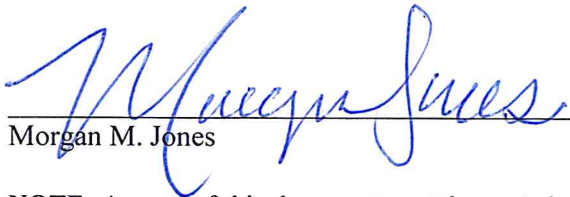
Reasons to support exemption findings (attach additional material, if necessary): The exemption from CEQA is granted by the Legislature by statute as this administrative action involves an initial study to explore the feasibility of improving transportation and circulation elements of a local roadway. The Board of Supervisors action will authorize an agreement of services contract to continue project development covering the environmental review phase. Therefore the project is contemplated by the CEQA exemption under section 15262. Further, there are no unusual circumstances which would create a possibility that there would be a significant effect.

Lead Agency Contact Person: Chris Sneddon, Deputy Director Public Works Transportation/Engineering Division, Phone: (805) 568-3064

Department Representative: Morgan M. Jones, Senior Engineering Environmental Planner

Acceptance Date: **January 14, 2014**

Distribution: Hearing Support Staff for posting


Morgan M. Jones

December 9, 2013
Date

NOTE: A copy of this document must be posted with the County's Planning & Development Department at least 6 days prior to consideration of the activity by the decision-makers to comply with County CEQA guidelines and a copy must be filed with the County Clerk of the Board after project approval to begin a 35 day statute of limitations on legal challenges.

Distribution:

Date filed with Planning & Development

Date filed with Clerk of Board