

ATTACHMENT 1
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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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., with an address at 1530 Monterey Street, Suite D, San Luis Obispo, California 93401 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

WHEREAS, COUNTY executed effective March 23, 2011, Purchase Order CN15006 with CONTRACTOR in an amount not to exceed \$89,359.00 for a period from March 23, 2011 through June 30, 2014. The COUNTY has determined that during the term of this Purchase Order it will incur an additional \$25,647.00 in costs than were originally anticipated under the Purchase Order and will exceed the \$89,359.00 limit before the end of fiscal year 2014-2015. On this basis, the COUNTY is converting the Purchase Order to a Board Contract, which will include an additional \$25,647.00, for a total Board contract in an amount not to exceed \$115,006.00 for Fiscal Year 2014-2015. This Agreement is made to supersede Purchase Order CN15006. The additional \$25,647.00 is included in Appendix 1 of Exhibit A. Purchase Order CN15006 is included in Exhibit D.

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

1. DESIGNATED REPRESENTATIVE

Susan Curtis at phone number (805) 568-3573 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Richard Daulton 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 personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Susan Curtis, County of Santa Barbara, Planning & Development Department, 123 E. Anapamu Street, Santa Barbara, CA 93101, Fax (805) 568-2030

To CONTRACTOR: Richard Daulton, Rincon Consultants Inc., 1530 Monterey Street, Suite D, San Luis Obispo, California 93401, Fax (805) 547-0901

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

3. SCOPE OF SERVICES

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

4. TERM

CONTRACTOR shall commence performance on June 17, 2014 and end performance upon completion, but no later than June 30, 2015 unless otherwise directed by COUNTY or unless earlier terminated. The parties were previously operating under Purchase Order CN15006.

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

The term "organizational conflict of interest" means that a relationship exists whereby CONTRACTOR has interests which may diminish the capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product or may result in an unfair competitive advantage. CONTRACTOR agrees that if an organizational conflict of interest is discovered with respect to this CONTRACT, CONTRACTOR shall make an immediate and full disclosure in writing to COUNTY which shall include a description of the action which the CONTRACTOR has taken or proposes to take to avoid, eliminate or neutralize the conflict. COUNTY may, however, terminate the CONTRACT if it could be in the best interests of the COUNTY.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

CONTRACTOR is authorized to subcontract with subcontractors identified in Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights. The Contractor's proposal is attached as Appendix 1 of Exhibit A.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding

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

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

33. HANDLING OF PROPRIETARY INFORMATION

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

A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of CONTRACTOR working on the project who have a need to use the material.

B. Should a disclosure of confidential information be made, CONTRACTOR shall immediately upon discovery notify COUNTY of such disclosure.

C. Upon conclusion of CONTRACTOR'S work, CONTRACTOR shall return all copies of the material direct to party providing such material. CONTRACTOR shall contact COUNTY to obtain the name of the specific party authorized to receive the material.

34. IMMATERIAL CHANGES

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

35. NEWS RELEASES/INTERVIEWS

CONTRACTOR agrees for itself, its agents, employees and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the COUNTY Project Coordinator. The term "Project Coordinator" shall mean a Planning and Development Department employee. CONTRACTOR further agrees that all media requests for communication will be referred to COUNTY'S responsible personnel.

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Agreement for Services of Independent Contractor between the County of Santa Barbara and 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 Clerk

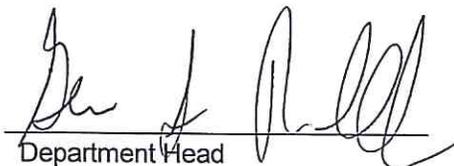
By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Glenn Russell, Ph.D

CONTRACTOR:

By: 
Department Head

By:  FOR
Authorized Representative

Name: Richard Daulton, MURP

Title: Principal

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Ray Aromatorio

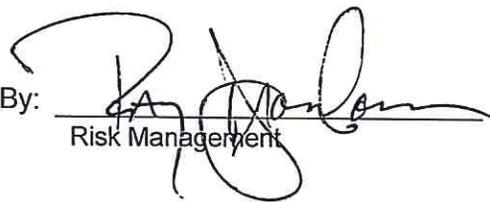
By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

APPENDIX 1: Scope of Work and Cost Estimate to Prepare a Revised Subsequent Environmental Impact Report for the Granite Gardner Ranch Mine Revisions is incorporated herein by reference. The Proposal describes the Environmental Impact Report scope of work which includes the following: project description and environmental setting, Administrative Draft Environmental Impact Report, Draft Environmental Impact Report, meetings and public hearings, Final Environmental Impact Report, schedule and deliverables, Environmental Impact Report cost and billing arrangement.

Richard Daulton, Jennifer Haddow, Chris Bersbach, Matthew Maddox, Karly Kaufman, Colby Boggs, Shauna Callery, Michael Tom, Kevin Howen shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of CONTRACTOR's Designated Representative, as stated in Section 1 of the Agreement.

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

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EXHIBIT B

PAYMENT ARRANGEMENTS
Periodic Compensation at Selected Milestones

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$115,006.00, which includes the original Purchase Order CN15006 amount of \$89,359.00 and the additional amount of \$25,647.00 identified in Exhibit A, Appendix 1.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A, Appendix 1 as determined by COUNTY.
- C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

Percentage of Total Contract Amount OR Maximum Amount Chargeable	Milestone Description
\$1,334.00	Task 1 - Upon Submittal of Revised Project Description
\$9,355.00	Task 2 - Upon County Acceptance of Administrative Draft Environmental Impact Report
\$3,670.00	Task 3 - Upon County Acceptance of Draft Environmental Impact Report
\$7,581.00	Task 4 – Upon County Approval of Proposed Final Environmental Impact Report
\$1,375.00	Upon Satisfactory Completion of All Remaining Contract Duties, Including Public Hearing Attendance
\$2,332.00	Upon County Approval to Release 10% Contingency

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

- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

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.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/30/2014

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

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

PRODUCER Tolman & Wiker Insurance Services LLC #0E52073 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388	CONTACT NAME: Pam Ayerle PHONE (A/C, No, Ext): (805) 585-6737 E-MAIL ADDRESS: payerle@tolmanandwiker.com	FAX (A/C, No): (805) 585-6837
	INSURER(S) AFFORDING COVERAGE	
INSURED Rincon Consultants Inc. 180 N. Ashwood Ave. Ventura CA 93003	INSURER A: Golden Eagle Ins Corp.	NAIC # 10836
	INSURER B: State Compensation Ins. Fund	NAIC # 35076
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 14/15 AU/WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA8962991	12/17/2013	12/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist BI single \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	9086946-2014	2/1/2014	2/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 AUTO: Certificate Holder is named Additional Insured per the operations of the Named Insured per the attached GECA701 0107. Endorsements apply only when required by written contract during the policy term.

CERTIFICATE HOLDER**CANCELLATION**

County of Santa Barbara
 Planning & Dev.
 123 E. Anapamu St
 Santa Barbara, CA 93101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Shore/TERIS 

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION
BLANKET BASIS

REP C5
9086946-14
NEW
SC

HOME OFFICE
SAN FRANCISCO

EFFECTIVE FEBRUARY 1, 2014 AT 12.01 A.M.

PAGE 1 OF 1

ALLEFFECTIVE DATES ARE AND EXPIRING FEBRUARY 1, 2015 AT 12.01 A.M.
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

RINCON CONSULTANTS, INC.

180 N. ASHWOOD AVE
VENTURA, CA 93003

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: FEBRUARY 1, 2014

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.
- e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:
 - (1) If there is similar insurance or a self-insured retention plan available to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- in f. Any volunteer or employee of yours while using a covered "auto" you do not own, hire or borrow your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.
- g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered "auto" by an insured, if:
 - (1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:
 - (a) an expressed provision of an "insured contract", or written agreement; or
 - (b) an expressed condition of a written permit issued to you by a governmental or public authority.
 - (2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "Insured" at our request, including actual loss of earning up to \$500 a day because of time off from work.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

or a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners members of their household is a covered "auto" for each of your physical damage coverages.

b. The most we will pay for "loss" in any one "accident" is the smallest of:

(1) \$50,000

(2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

If you are liable for the "accident", we will also pay up to \$500 per "accident" for the actual loss of use to the owner of the covered "auto".

c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

based per with for We will pay up to \$75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be on the rental of a comparable vehicle, which in many cases may be substantially less than \$75 day, and will only be allowed for a period of time it should take to repair or replace the vehicle reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to \$500 reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. Coverage Extension.

7. Lease Gap Coverage

If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured - Lessor, In the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

"Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.

Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
- b. Equipment designed or used for the detection or location of radar.
- c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

- (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or
- (2) Any other electronic equipment that is:
 - (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
 - (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

- a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.
- b. To the extent possible, notice to us should include:
 - (1) How, when and where the accident or loss took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under Coverage A. 1. Who Is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "insured contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/07/2014

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

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

PRODUCER LEGENDS ENVIRONMENTAL INSURANCE SERVICES 130 VANTIS DR. STE 25 ALISO VIEJO, CA 92656 LICENSE #0C79875	CONTACT NAME	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED RINCON CONSULTANTS, INC. 180 NORTH ASHWOOD AVENUE VENTURA, CA 93003	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: AMERICAN SAFETY INDEMNITY COMPANY	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTORS POLL <input checked="" type="checkbox"/> XCU GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ENV030030-11-01	9/22/2011	9/22/2014	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ENV030030-11-01	9/22/2011	9/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 OCCUR CLAIMS-MADE			ENU030031-13-03	9/22/2013	9/22/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROF LIABILITY/ CLMS MDE TRANSPORTATION COV. /CLMS MDE			ENV030030-11-01	9/22/2011	9/22/2014	RETRO DATES: 12/9/94, 9/1/08. 4,000,000 AGG. 3,000,000 EA OCC (PL) 1,000,000 AGG 1,000,000 PER OCC

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

COUNTY OF SANTA BARBARA, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO WORK PERFORMED FOR THEM BY THE NAMED INSURED. INSURANCE IS PRIMARY.

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF SANTA BARBARA PLANNING ^ DEVELOPMENT 123 E. ANAPAMU STREET SANTA BARBARA,, CA 93101-2058	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured and the contract is executed prior to the start of the project:	Where specified by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured for Completed Operations Coverage and the contract is executed prior to the start of the project.	Where specified by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



ENV 98 036 11 04

PRIMARY NON CONTRIBUTORY INSURANCE ENDORSEMENT FOR SPECIFIED PROJECT

This Endorsement shall not serve to increase our limits of insurance, as described in SECTION III - LIMITS OF INSURANCE.

In consideration of the payment of premiums, it is hereby agreed as follows.

Solely with respect to the specified project listed below and subject to all terms, conditions and exclusions of the policy, this insurance shall be considered primary to the Additional Insured listed below if other valid and collectible insurance is available to the Additional Insured for a loss we cover for the Additional Insured under COVERAGE A. It is also agreed that any other insurance maintained by the additional insured shall be non-contributory.

Additional Insured(s)	Specified Project
Any person or organization with whom the Named Insured enters into a written contract that requires them to be named as an Additional Insured and the contract is executed prior to the start of the project.	Where specified by written contract.

All other terms, conditions and exclusions under the policy are applicable to this Endorsement and remain unchanged.

EXHIBIT D

Purchase Order CN15006

Purchasing Detail for Record #: CN15006

Order #: CN15006

Replacement# OR Req#: CN12007

Vendor: RINCON CONSULTANTS INC (SLO)
1530 MONTEREY ST - SUITE D
SAN LUIS OBISPO
CA
93401
Ph: 805-547-0900
FAX: 805-547-0901
Contact: RICHARD DAULTON,
PLANNING MGR

TaxID: Not Viewable

Order Date: 5/9/2013

Contract Term: 6/30/2014

Purchasing Contact: MARK (805-568-2692)

--BILLING-- Fund: 0001 Dept: 053 LIAcct: 7510 Prog: 3015 Org: 3000 Proj: 210

SIGNED

Bill To
CRYSTA RIDER
123 E. ANAPAMU ST.
SANTA BARBARA , CA
93101

Ship To
CRYSTA RIDER
123 E. ANAPAMU ST.
SANTA BARBARA , CA
93101

Detail Line 1

Description: RINCON CONSULTANTS INC. - RENEWAL OF SERVICE CONTRACT

GENERAL: CONTRACT ISSUED TO PREPARE SUBSEQUENT ENVIRONMENTAL IMPACT REPORT (SEIR) FOR THE GRANITE GARDNER RANCH MINE PER ORIGINAL SCOPE OF WORK

CONTRACT PERIOD: THROUGH 6/30/14.

LIMITATIONS: Total expenditure for the period shall not exceed \$89,359.00. Any increase or decrease in this total amount may be authorized only upon written notice from the County Purchasing Manager.

STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS APPLY

NOTE TO CONTRACTOR: Prior to performance it is mandatory that you SIGN (see X below) AND IMMEDIATELY MAIL OR FAX THIS DOCUMENT TO COUNTY PURCHASING (FAX #805-568-2705).

Accepted By: (X) _____

Print Name/Title: _____ Date: _____

Applicable License # (Medical/Contractor/Etc): _____

Value: \$89,359.00

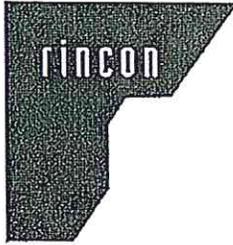
Tax: \$0.00

Sub-Total: \$89,359.00

Grand Total: \$89,359.00

APPENDIX 1

Scope of Work and Cost Estimate to Prepare a Revised Subsequent
Environmental Impact Report for the Granite Gardner Ranch Mine Revisions



Rincon Consultants, Inc.
1530 Monterey Street, Suite D
San Luis Obispo, California 93401

805 547 0900
FAX 547 0901
info@rinconconsultants.com
www.rinconconsultants.com

May 13, 2014
Project Number 09-65310

Santa Barbara County Planning and Development
Attention: Susan Curtis, Senior Planner
123 E. Anapamu St.
Santa Barbara, CA 93101-2058

Subject: Scope of Work and Cost Estimate to Prepare a Revised Subsequent Environmental Impact Report for the Granite Gardner Ranch Mine Revisions (03CUP-00001-00024 and 03RPP-00001-00001)

Dear Ms. Curtis:

Rincon Consultants, Inc. is pleased to submit this proposed scope of work to revise the EIR to address the proposed revisions to Granite Construction's mining and asphalt production activities at their Gardner Ranch facility.

This proposal describes: (1) our understanding of the project; (2) our proposed work program; (3) our proposed project schedule; (4) our proposed costs; and (5) key consultant team personnel.

Understanding of the Project

Our understanding of the changes to the description of the proposed project is based on the telephone conversation between Dr. Jennifer Haddow (Rincon), Mr. Erinn Briggs (County of Santa Barbara) and Ms. Susan Curtis (County of Santa Barbara) on April 30, 2014. Granite Construction Company (Applicant) currently operates an aggregate mining operation and asphalt mixing facility permitted by the County under 03-CUP-00000-00024. Previously, the Applicant had proposed to continue mining the existing reserves in compliance with the approved Reclamation Plan, processing asphaltic concrete as allowed under 03-CUP-00000-00024, import additional aggregate to extend the life of the hot mix plant, continue recycling construction/demolition recyclable material, and amend the County General Plan Land Use Map to apply a Mineral Resources Overlay to the site, allowing for the continued operation of the existing asphalt plant.

At this time, rather than apply a Mineral Resources Overlay to the entire project site, instead it is proposed to zone a portion of the site as General Industrial. The change in zoning would only apply to the Phase V area of the site and is approximately 25 acres in area. Phase V currently houses the mineral processing and asphalt production activities. All other areas of the site would retain their existing zoning. It is our understanding that the activities



allowed under the General Industrial zoning would be limited to those that were previously contemplated in the Draft EIR, i.e. aggregate processing and asphalt manufacture.

Similar to the previously proposed project, these actions would effectively extend the life of the asphalt concrete facility operation to approximately 50 years. However, under the revised project description, on-site mineral resources would continue to be extracted at current rates, with on-site reserves exhausted in an estimated 8 years. Following completion of on-site mining activities, the Applicant would then import aggregate and recycled materials to the site for processing.

The following assumptions have been made as part of preparation of this scope of work:

- *The Phase V area of the site would be restored to agricultural use at the end of the 50 year permit period and no further industrial uses would occur at the site under the General Industrial zoning.*
- *Peak year throughputs would be equal to or less than those estimated for the previously proposed project.*
- *No increase in import of material from current rates would occur until mining activities have ceased at the site.*
- *The total volume of aggregate production and aggregate import, once on-site reserves are exhausted, would not exceed 50,000 average tons per year and 230,000 average tons per year, respectively. These assumptions were the basis of the previously conducted traffic study. If these volumes are altered, a revised traffic study would be required.*
- *The proposed increase in peak year truck traffic would be equal to or less than that estimated for the previously proposed project.*
- *The increase in imports would only occur once existing aggregate reserves are exhausted. The Applicant would import up to 300,000 tons per peak year of aggregate materials (including limestone) for use in hot mix asphalt production and for direct resale.*
- *Imported materials will originate from other permitted mines, such as Bee Rock Quarry located near Santa Ynez (CA Mine ID# 91-42-0006) or Sisquoc Mine located near Santa Maria (CA Mine ID# 91-42-0003).*

Environmental Impact Report Scope of Work

The following describes the scope of work for preparation of a revised Draft EIR and revised Final EIR for the revised proposed project. The objective of this work scope is to produce an EIR that meets State and County of Santa Barbara California Environmental Quality Act (CEQA) requirements. Our general approach will be to use the previous 2013 DEIR as a starting point and augment, revise, and update as necessary for the analysis of the latest project description.



Task 1 Project Description, Environmental Setting

Based on the proposed revisions to the project application, we will prepare a detailed *Project Description* for review by the County. The project description will discuss all aspects of the proposed project, the increase in truck traffic related to increased imports of off-site mine aggregate and incorporation of recyclable products, and effect of the proposed operational changes on the life of the facility. The project description will also discuss the proposed zoning changes for the Phase V area of the project site. The environmental setting for the project site will in part be based on the information included in the project description, particularly historic truck trips averages. Other environmental setting information will be updated to reflect current (2014) conditions.

It is assumed that the alternatives included in the 2013 DEIR will remain the same for the 2014 DEIR; therefore, no change to the alternatives descriptions will be made.

Output: Rincon will deliver one electronic copy (in both Microsoft Word and Adobe pdf formats) of the Project Description and Environmental Setting

Task 2 Administrative Draft EIR

The EIR will be prepared in accordance with the *State CEQA Guidelines* and *County of Santa Barbara Environmental Thresholds and Guidelines Manual*.

Executive Summary. This section of the EIR will be revised to reflect changes in the description of the proposed project and associated environmental consequences. It is assumed that the description of the considered alternatives will remain largely the same as in the previous EIR.

Introduction and Environmental Setting. This section will be revised to include a description of the process to date, including publication of the 2013 Draft EIR and subsequent revisions to the project description. As noted above, the environmental setting information will be updated to reflect current (2014) conditions.

Environmental Analysis. The 2013 DEIR includes a detailed description of Impacts Determined to be Less Than Significant. Based on the project description information received to date as well as the assumptions included in this proposed scope of work, it is anticipated that the revised DEIR would follow a similar format.

The baseline for impact analysis will utilize historic peaks and averages of mining operations over a multi-year period. This approach has been supported by multiple court ruling specific to mining operations, including *San Joaquin Raptor Rescue Center v. County of Merced* (2007) 149 Cal.App.4th 645. This baseline will in essence represent the "existing conditions" of the mining operation.



The setting will be based on existing data sources, primarily the County Comprehensive Plan and Santa Ynez Valley Community Plan EIR, and technical reports prepared by the Applicant.

This scope of work has been developed based on the latest project description (April 2014) and our knowledge of the project area. While the overall work program is negotiable to meet the County's needs for this study, it is assumed that the level of detail included in the 2013 DEIR will be sufficient to address impacts associated with the revised project description and that no new technical studies would be required. In addition, the Applicant had previously prepared an Air Quality and Greenhouse Gas Emissions Report. We assume that the findings of that report will continue to provide a quantitative evaluation of facility emissions that would be suitable for the revised project description.

Finally, it is also assumed that no updates to the traffic study will be required. This is based on the assumption that the peak year trip generation considered in the existing traffic study would apply to the revised proposed project.

If required, mitigation measures may include a range of design measures and programs as proposed by the County staff and consultant team. Mitigation measures will be presented in wording that can be directly applied to conditions of approval and will include monitoring requirements.

Alternatives. It is assumed that minor changes only to the evaluation of project alternatives would be required and that no new alternatives would be included beyond those previously considered in the 2013 DEIR.

Other CEQA-Required Sections. The EIR will include all other sections required by the *State CEQA Guidelines*, including issues found not to be significant, growth-inducing impacts, persons and organizations contacted, and references.

County Review of the Administrative Draft. Rincon will provide five copies of the administrative draft of the EIR for County staff review. Thereafter, key consultant team members would meet with the staff in order to discuss any concerns, modifications, and input to the analysis and proposed mitigation measures.

Output: Five bound copies of the Administrative DEIR.

Task 3 Draft EIR

This task involves the production, editorial work and communication processes anticipated to publish the Draft EIR for circulation, public and agency review, and comment. We understand that the County will be responsible for: filing a Notice of Completion with the



State Office of Planning and Research; circulating the Draft EIR to commenting agencies and interested groups or individuals; and receiving written commentary. In addition, we have assumed that the County will give notice to all organizations and individuals who have expressed interest in receiving such notice, and that the publishing of this notice in a local newspaper will be arranged by County staff. We have included publication of up to 25 copies of the Draft EIR.

Output: Rincon will deliver 10 bound copies of the Draft EIR, one reproducible copy, 10 CDS, and one electronic copy in both Microsoft Word and Adobe pdf formats.

Task 4 Final EIR

The final formal stages of the EIR and project review process involve responding to comments, public hearings, and final publication tasks. At this point, all of the discretionary permit applications and the EIR are brought together for final public governmental scrutiny leading to decisions regarding approval. Through this process, final changes and policy decisions concerning the project are made. Our work effort regarding this task is delineated below.

Response to Comments/Administrative FEIR. Upon receipt of all public comments on the Draft EIR, we will submit five bound copies of the Administrative Final EIR for County review. We will discuss and modify, as necessary, information in the EIR that requires such modification.

Publication of the Final EIR. Subsequent to County review of the Administrative Final EIR, we will deliver 10 bound copies of the Proposed Final EIR, and one reproducible master. Digital files will also be provided in both Microsoft Word and Adobe pdf formats. Upon certification of the Final EIR and project approval (if approved), we understand that the County would be responsible for preparing and filing a Notice of Determination with the County Clerk's office. The County will also be responsible for preparing the findings for the project.

All reports will be produced in double-sided format on recycled paper.

Output: Rincon will deliver 5 copies of the Administrative Final EIR, 10 bound copies and one reproducible master of the Final EIR, and electronic versions of the FEIR in Microsoft Word and Adobe Acrobat formats.

Task 5 Meetings and Public Hearings

Throughout the course of the project, our Project Manager or Principal-in-Charge will attend up to two meetings with staff and up to two public hearings. Meetings with staff are



anticipated at key points in the EIR process: prior to the Draft EIR hearing and upon receipt and review of the responses to comments. The meeting prior to the Draft EIR hearing would be an organizational meeting to go over roles of consultant team for this hearing. The meeting following the receipt of the response to comments would be to discuss preliminary responses to any substantive comments on the DEIR.

The hearings would include the following: one Planning Commission project hearing and one Board of Supervisors meeting. Attendance would include oral presentations to the hearing body, supplemented with graphic presentations, if necessary. These hearings would be scheduled and selected at the County's discretion. We have assumed that no attendance by technical experts (e.g., traffic engineers) will be required at the hearings.

Output: If desired, we will prepare slides to supplement the staff presentation before any required hearings.

Schedule and Deliverables

Project and Alternatives Description (5 copies): Within 10 working days of the authorization to proceed (by end of Week 2), Rincon will submit a detailed description of the proposed project and alternatives. This description will include legally required information (CEQA Guidelines Section 15124) and will form the basis for all technical analysis.

Administrative Draft EIR (5 copies): The Administrative Draft EIR will be completed within four weeks from receipt of County comments on the Project Description.

Draft EIR (10 bound copies, one reproducible master, and 10 CD-ROMs): Rincon would produce the Draft EIR for publication and public review two weeks after receipt of all County comments.

Response to Comments/Administrative Final EIR (5 copies): Within 3 weeks from the close of the public review period of the Draft EIR and receipt of all written and oral comments, Rincon will deliver an Administrative Draft Response to Comments report. Together with any changes that might be required to the Draft EIR, this would constitute the Administrative Final EIR for County staff review. Any oral comments received during the public hearing held prior to this time will also be addressed.

Proposed Final EIR (10 bound copies, one reproducible master, and one CD-ROM): Within two weeks from receipt of County comments on the Response to Comments/Administrative Final EIR, we will publish 25 copies of the proposed Final EIR and provide one reproducible copy for County files.



EIR Cost and Billing Arrangement

The services outlined above will be provided in accordance with our proposed scope of services for a cost not to exceed \$23,315. Including the County's requested 10% contingency, the total cost is \$25,647.

The table below provides a breakdown of the proposed budget by major work item. The not-to-exceed cost includes preparation and production of the Administrative Draft EIR, the Draft EIR, the Administrative Final EIR, the Final EIR, and submittal of copies of the Draft and Final EIRs in both Microsoft Word and Adobe formats. Overall, we have budgeted 25 hours of Principal- and Senior-level professional time for project management, including oversight of staff and coordination with County staff. We have budgeted 28 hours of professional time to respond to comments on the Draft EIR, and an additional 11 hours to make changes to the Final EIR in response to these comments. While we believe this to be a reasonable estimate given our experience on previous permutations of this project, we reserve the right to renegotiate this task once all comments are received and the level of effort is known with greater certainty.

Attendance at two staff meetings and up to two public hearings is included in the estimated budget. At the County's request, additional public hearings will be attended and billed at a rate of \$170/hr for the Principal-in-Charge or \$135/hr for the Project Manager. Additional working meetings or teleconferences with County staff during preparation of the EIR are assumed to be part of the process and are not specifically called out. We have assumed that the County and consultant team would meet upon conclusion of County review of administrative draft products.

The preferred method of payment would be a milestone billing arrangement as follows:

- \$1,334 upon submittal of the revised Project Description (Task 1)
- \$9,355 upon County acceptance of the ADEIR (Task 2)
- \$3,670 upon County acceptance of the Draft EIR (Task 3)
- \$7,581 upon County approval of the proposed Final EIR (Task 4)
- \$1,375 upon satisfactory completion of all remaining contract duties, including public hearing attendance (Task 5)

The fees above include the amounts for each task shown in the breakdown provided on the next page along with printing costs as outlined. Project management fees, supplies and miscellaneous expenses and general and administrative costs are distributed amongst the various milestones on a percentage basis, based on the combined costs of Tasks 1 through 5.



**County of Santa Barbara
 Revised Granite Construction EIR**

Cost Estimate

05/14/14

Tasks	Cost	Rincon Labor Hours					
			Principal \$170/hour	Proj. Mgr. \$135/hr	Assoc. \$90/hour	Graphics \$85/hour	Clerical \$55/hour
1. Project Descrip., Envl. Setting	\$990	9	1	4		4	
2. Administrative Draft EIR							
2.1 Summary	\$495	5		1	4		
2.2 Introduction and Envl. Setting	\$620	5	1	2	2		
2.3 Environmental Impact Analysis							
Greenhouse Gas Emissions/Climate Change	\$1,520	15	1	2	12		
Cumulative Impacts	\$800	7	1	2	4		
Impacts Found to be Less Than Significant	\$1,710	17	1	4	8	4	
2.4 Alternatives Analysis (3)	\$580	5	1	2		2	
2.5 Other CEQA-required Sections	\$630	6		2	4		
2.6 Mitigation Monitoring and Reporting Program	\$270	2		2			
3. Draft EIR	\$2,070	22	2	4	8	2	6
4. Final EIR							
4.1 Response to Comments	\$2,950	28	2	6	20		
4.2 Final EIR Publication	\$1,650	15	1	8	2		4
5. Public Hearings (2)	\$1,020	8	2	4		2	
6. Project Management/Coordination	\$3,770	29	5	20			4
Subtotal Labor:	\$19,075	173	18	63	64	14	14
Additional Costs							
Printing:							
ADEIR (5 copies)	\$425						
DEIR (10 copies + 10 CDs)	\$880						
AFEIR (5 copies)	\$450						
FEIR (10 copies)	\$930						
Supplies and Miscellaneous Expenses	\$1,352						
General & Administrative	\$203						
Subtotal Additional Costs:	\$4,240						
TOTAL LABOR PLUS ADDITIONAL COSTS					\$23,315		
TOTAL COST INCLUDING 10% CONTINGENCY					\$25,647		

Should there be delays in delivery of any milestone due to circumstances beyond our control, we reserve the right to request partial milestone payment commensurate with the level of effort expended while still within the percentage framework of the milestone billing arrangement. Use of any approved contingency funds would be upon written authorization of the County. Billing of any authorize contingency funds would be with the milestone that is current at that time.

The proposed scope of services, associated costs and schedule are fully negotiable to meet the needs of the County of Santa Barbara. Additional work, not included within our proposed work program, will be completed only upon written County authorization on a time-and-materials basis.



Key Consultant Team Personnel

Principal members of the project team and their responsibilities are described below.

Richard Daulton will serve as Principal-in-Charge for this project. In this role, he will oversee the work program and provide assistance with quality assurance/quality control. Jennifer Haddow will be the Project Manager for environmental review. In addition, the following technical staff will also participate in this project Chris Bersbach, Matthew Maddox, Karly Kaufman, Colby Boggs, Shauna Callery, Michael Tom and Kevin Howen.



We appreciate your consideration of Rincon Consultants for the Granite Garner Ranch Mining Revisions environmental review and would welcome the opportunity to meet with you to discuss any of the elements of this proposal in greater detail. This offer for professional services is fully negotiable to meet the needs of the County and will remain in effect for a period of 60 days from the date of this proposal. Questions regarding any of the aspects of this proposal may be directed to Richard Daulton or Jennifer Haddow of Rincon Consultants, Inc.

Sincerely,
RINCON CONSULTANTS, INC.

Richard Daulton, MURP
Principal

Jennifer Haddow, PhD
Senior Environmental Scientist