

# Board Contract Summary

BC \_\_\_\_\_

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

D1.	Fiscal Year .....	FYs 2025-2026, 2026-27, and 2027-28
D2.	Department Name .....	PW/Flood Control
D3.	Contact Person .....	Andrew Raaf
D4.	Telephone .....	X83445

K1.	Contract Type (check one): Personal Service <input type="checkbox"/> Capital <input type="checkbox"/>	
K2.	Brief Summary of Contract Description/Purpose .....	Provide planning, research, and environmental Services for the BeachSMART Project
K3.	Department Project Number.....	24SMRT
K4.	Total Contract Amount.....	\$864,391
K4a.	Original Contract Amount	\$785,810
K4b.	Contingency	\$78,581
K5.	Contract Begin Date .....	June 3, 2025
K6.	Original Contract End Date .....	December 31, 2028
K7.	Amendment? (Yes or No).....	N/A
K8.	- New Contract End Date .....	N/A
K9.	- Total Number of Amendments .....	N/A
K10.	- This Amendment Amount.....	N/A
K11.	- Total Previous Amendment Amounts.....	N/A
K12.	- Revised Total Contract Amount .....	N/A

B1.	Intended Board Agenda Date .....	June 3, 2025
B2.	Number of Workers Displaced (if any) .....	N/A
B3.	Number of Competitive Bids (if any).....	3
B4.	Lowest Bid Amount (if bid) .....	N/A
B5.	If Board waived bids, show Agenda Date..... and Agenda Item Number .....	N/A NA
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph).....	Includes required CCC language

F1.	Fund Number .....	2610
F2.	Department Number.....	054
F3.	Line Item Account Number.....	7671
F4.	Project Number (if applicable) .....	24SMRT
F5.	Program Number (if applicable) .....	3003
F6.	Org Unit Number (if applicable).....	
F7.	Payment Terms.....	Net 30

V1.	Auditor-Controller Vendor Number.....	243526
V2.	Payee/Contractor Name.....	Dudek
V3.	Mailing Address.....	P.O. Box 515569
V4.	City State (two-letter) Zip (include +4 if known).....	Los Angeles, CA 90051-4581
V5.	Telephone Number .....	(805) 308-8529
V6.	Vendor Contact Person.....	Matt Naftaly
V7.	Workers Comp Insurance Expiration Date .....	8/28/25
V8.	Liability Insurance Expiration Date .....	8/28/25
V9.	Professional License Number .....	
V10.	Verified by (print name of county staff).....	

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.  
5/8/2025 | 10:58 AM PDT

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_  
6D27A0E0838F47E...

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the **Santa Barbara County Flood Control & Water Conservation District**, a political subdivision of the State of California (hereafter COUNTY) and **DUDEK** with an address at 3760 State Street, STE 101, Santa Barbara, CA 93105(hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

### **1. DESIGNATED REPRESENTATIVE**

Andrew Raaf at phone number (805) 722-7250 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Matt Naftaly at phone number (805) 308-8529 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: Walter Rubalcava, Santa Barbara County Flood Control & Water Conservation District, 130 E. Victoria Street, STE 200, Santa Barbara, CA 93101  
To CONTRACTOR: Matt Naftaly, DUDEK, 3760 State Street STE 101, Santa Babara, CA 93105

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 3, 2025** and end performance upon completion, but no later than **December 31, 2028** unless otherwise directed by COUNTY or unless earlier terminated. The Public Works Director or designee has authority to extend the term of the Agreement in writing by up to one-year to **December 31, 2029** to complete the work within the scope of this Agreement without altering the contract amount, subject to the Board's ability to rescind this delegated authority at any.

## **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. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. 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.

### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY and State of California State Coastal Conservancy (hereafter CONSERVANCY) 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 and CONSERVANCY 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 and CONSERVANCY 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.

CONTRACTOR shall not utilize the work produced under this agreement for any profit-making venture, nor sell or grant rights to a third party for that purpose.

In order to acknowledge the Conservancy's support of the project, the CONTRACTOR shall display the Conservancy's name and logo in the final report in a prominent location. The CONTRACTOR shall mention the Conservancy's support in its project-related press releases, contacts with the media, and social media postings, and on its website.

### **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 and subcontractors shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's and subcontractors profession and the guidelines of "Generally Accepted Accounting Principles" ("GAAP") published by the American Institute of Certified Public Accountants. CONTRACTOR and subcontractors 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 and CONSERVANCY 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 and subcontractors 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 and subcontractors shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY. The CONSERVANCY may disallow all or part of the cost of any activity or action that it determines to be not in compliance with the requirements of this agreement.

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.

#### **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.**

- i. **Prior to Commencement.** Before the project has commenced, COUNTY may terminate this agreement for any reason by providing the other party with seven (7) days written notice.
  - ii. **Before the Project is Complete.** COUNTY may terminate this Agreement in whole or in part for any reason upon thirty (30) days written notice.
  - iii. In either case, CONTRACTOR shall immediately stop work under the agreement and take all reasonable measures to prevent further costs to COUNTY associated with, but not limited to unnecessary services or activities. COUNTY will be responsible for any reasonable and noncancelable obligations incurred by the grantee in the performance of this agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this agreement. Any notice suspending work under this agreement will remain in effect until further written notice from the COUNTY authorizes work to resume.
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. REGISTRATION**

COUNTY hereby notifies CONTRACTOR that no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)); no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

### **34. IMMATERIAL CHANGES**

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

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Agreement for Services of Independent Contractor between the Santa Barbara County Flood Control & Water Conservation District and DUDEK.

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Ex Officio Clerk of the Board of the  
Directors of the Santa Barbara  
County Flood Control & Water  
Conservation District

**SANTA BARBARA COUNTY FLOOD  
CONTROL & WATER CONSERVATION  
DISTRICT:**

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

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

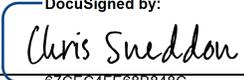
Date: \_\_\_\_\_

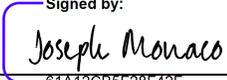
**RECOMMENDED FOR APPROVAL:**

Chris Sneddon  
Public Works Director

**CONTRACTOR:**

DUDEK

By:  \_\_\_\_\_  
DocuSigned by:  
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By:  \_\_\_\_\_  
Signed by:  
61A12CB5F28E42F...  
Authorized Representative

Name: Joseph Monaco

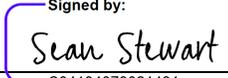
Title: President and Chief Executive Officer

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:  \_\_\_\_\_  
Signed by:  
C04194079021431...  
Deputy County Counsel

By:  \_\_\_\_\_  
DocuSigned by:  
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Deputy

**APPROVED AS TO FORM:**

Greg Millian, ARM  
Risk Manager

By:  \_\_\_\_\_  
Signed by:  
53A09AB798BA4D7...  
Risk Management

## EXHIBIT A

### STATEMENT OF WORK

**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 60 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

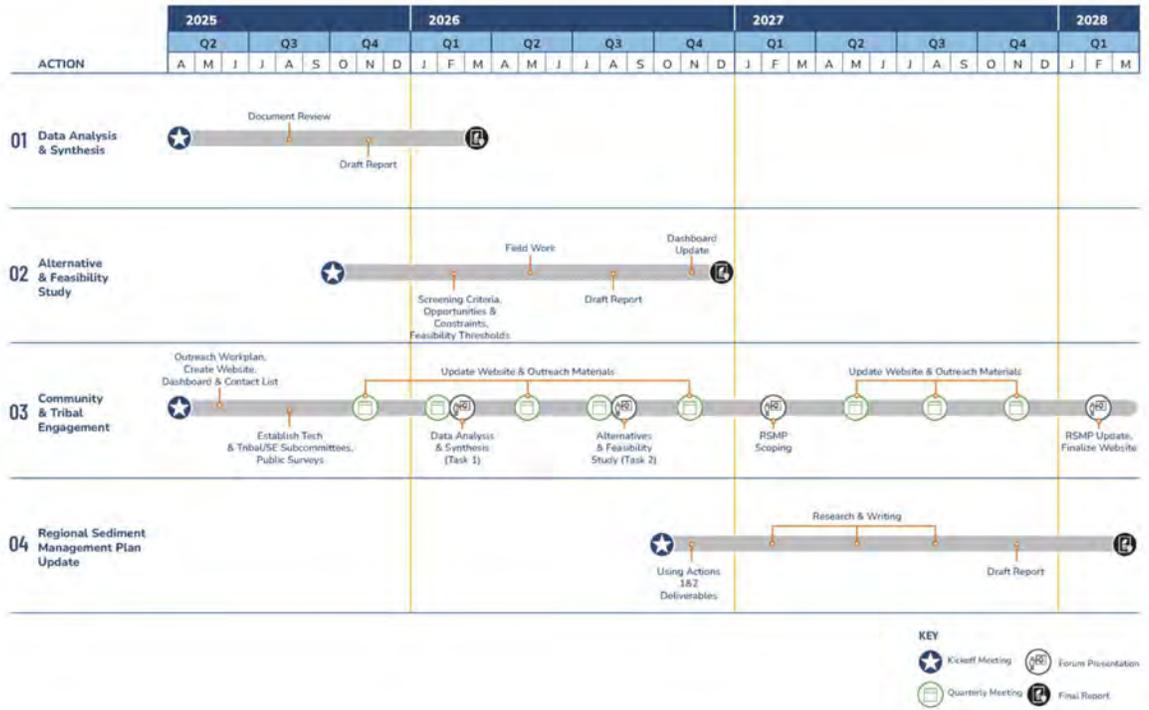
**DUDEK**

#### Scope of Services

- The County wishes to develop different solutions for their surplus sediment-based science, tools, data, and other useful information and approaches to inform their BeachSMART program. The Dudek team has intimate knowledge of the technical as well as cultural and socio-economic factors that affect RSM and beneficial reuse opportunities in southern Santa Barbara County. Action 1 builds the data-driven foundation for project success. In Action 2, we will analyze the feasibility of alternative beach sites as well as develop living shoreline concepts to protect natural resources, infrastructure, and communities at risk of coastal hazards and SLR. An updated RSMP that accounts for climate change and includes a SCOUNP will be prepared in Action 4, presenting a regional vision and recommended management strategies and capital projects to build resilient shorelines along the South Coast, particularly near populated areas with flood control infrastructure. Analyses will include socioeconomic evaluation for two beach nourishment alternatives at two locations. Perspectives from community and tribal engagement in Action 3 will be incorporated throughout the project.

Figure 2 shows the preliminary project schedule, including project team meetings and community outreach.

Figure 2. Project Schedule



Proposal for Technical Consultation and/or Outreach Campaign Management for the Beach Sediment Management and Resilience Tactics "Beach SMART" Project



### Action 1 (Technical): Data Synthesis and Analysis

The Dudek team will review relevant existing resources to inventory the state of the science, policy, and regulatory framework related to RSM. As Kiki Patsch pointed out in her presentation at the 2024 Ventura Sand Summit, it is time to modernize the sediment budget for the Santa Barbara Littoral Cell to better represent fluvial sediment yields, especially in light of recent extreme events, update cliff erosion rates and contributions, capture the significance and rate of transport of cobbles, and incorporate our knowledge of offshore sediment sources, among other things. Dudek understands that the body of literature is likely too expansive for a comprehensive review of all materials, and thus will leverage our experience to screen, prioritize, and optimize data synthesis as it relates to the BeachSMART Project. For example, our work to complete the City of Carpinteria Dune and Shoreline Management Plan required synthesis of project reports, technical studies, agency meeting packets and presentations, historical documents, SLR and coastal hazard scenarios, and local knowledge regarding the Santa Barbara Littoral Cell, coastal processes, history of sand supply loss and shoreline management, and historic beach, dune, and wetlands habitats as well as existing shoreline management policies, regulations, and programs. As a result, we are familiar with available information, which includes, but is not limited to, the following:

- BEACON. 2009. CRSMP - Central Coast from Pt. Conception to Pt. Mugu
- BEACON. 2021. BEACON Research Agenda, 2021-2026
- BEACON. 2021. BEACON Strategic Plan, 2021-2026
- California Coastal Commission. 2024. SLR Policy Guidance Update
- [California Sediment Management Working Group Documents compilation](#)
- California SLR Guidance: 2024 Science and Policy Update, 2024, California SLR Science Task Force, California Ocean Protection Council, California Ocean Science Trust
- [California State University Channel Islands Data of Socioeconomic Trends in Beach Use by Dr. Kiki Patsche](#)
- [CETO's Data of the Economics of Beach Use by Dr. Phil King](#)
- [City of Santa Barbara 30-Year Waterfront Adaptation Plan Data Developed by Stantec and ESA](#)
- [CoastSat Model Results \(Vos, et al. \(2019\). CoastSat: A Google Earth Engine-enabled Python toolkit to extract shorelines from publicly available satellite imagery. Environmental Modeling & Software](#)
- Coastal Sediment Management Workgroup. 2021. California Coastal Sediment Master Plan
- [Coastal Storm Modeling System \(CoSMoS\) from the U.S. Geological Survey](#)
- County of Santa Barbara. 2017. Coastal Resiliency Project. SLR and Coastal Hazards Vulnerability Assessment. July 2017
- County of Santa Barbara Flood Control District. 2024. Montecito Flood Control Master Plan
- Dugan, J.E., and David M. Hubbard. 2010. "Loss of coastal strand habitat in southern California: The role of beach grooming." *Estuaries and Coasts* 33, No. 1 (2010) 67-77
- Dugan, J.E., Hubbard, D.M., Nielsen, K.J., Alstatt, J., and Burseck, J. 2015. Final Report: Baseline Characterization of Sandy Beach Ecosystems along the South Coast of California. South Coast Marine Protected Area Baseline Program
- ESA. 2015. Goleta Slough Area SLR and Management Plan. Prepared for the Goleta Slough Management Committee
- ESA. 2021. City of Santa Barbara SLR Adaptation Plan. Prepared for City of Santa Barbara

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Proposal for Technical Consultation and/or Outreach Campaign Management for the Beach Sediment Management and Resilience Tactics "Beach SMART" Project

**DUDEK**

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In addition to these references, we are eager to add additional resources provided by the Flood Control District and project partners, such as data from the Flood Control District's sediment removal and beach sediment operations and the BEACON bibliography and summary of their historical work products.

Dudek will systematically gather resources and use research questions to tightly define the literature review and develop a research strategy in collaboration with Flood Control District, BEACON, Coastal Sediment Management Workgroup (CSMW), and academic staff. These questions can target data gaps to better document, predict, and manage long-term shoreline change; evaluate the potential fluctuations in frequency and magnitude of sediment yield into debris basins, assess potential sediment sources and placement practices to determine lessons learned and clarify best practices, e.g., the 80/20 rule (coarse-to-fines ratio); and evaluate the performance of nature-based design alternatives, including beach nourishment, dune restoration, and sand retention options. This strategy, combined with an efficient method to collect, store, and analyze relevant data and information, will guide and ensure development of a timely and actionable deliverable. Additionally, recent research funded by OPC and conducted in partnership with Flood Control District, BEACON, CSU Channel Islands, UCSB and USGS assessed sediment fate and transport and corresponding potential effects on ecological communities. The Dudek team is well positioned to ensure that this research and the copious amount of data and analysis that already exists for the region can be synthesized to identify trends, emerging issues, gaps, and strategic recommendations to better inform Flood Control District's coastal sediment management.

Dudek designs state-of-the-art Data Management Systems (DMS) to client specifications, i.e., client facing or public facing, with varying permissions/capabilities. Dudek can integrate data and information into a system tailored to Flood Control District needs for interpreting and reporting project information. For example, we can standardize data for sediment removal events, such that sediment volume, sediment grain size, sediment fate, and costs for individual desilting events are recorded and easily accessible without searching through multiple documents. Additionally, the DMS can house armoring data, offshore sand borrow sites, and consulting and management plans so that the best available science for RSM is in one location. The DMS can also leverage existing data acquisition

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systems developed by the Flood Control District, such as network of "realtime"/electronic weather stations, streamflow gages on key coastal creeks, and reservoir and select debris basin storage or overflow, and statistical products relevant to existing and future climate analyses. Ultimately, through expert review of the literature and systematic development of a DMS, Dudek will collaborate with our subconsultants, M&N, Integral Ceto, and GHD, to develop the Data Synthesis and Analysis Report, which identifies a short-list of potential sediment source sites and beach receiver sites as well as recommend nature-based solution best practices for consideration in Action 2.



*Example nature-based solution: Constructed cobble berm in Goleta (left) and Arroyo Burro Beach (right) dissipating wave energy and erosion and creating habitat from Newkirk et al. Toward Natural Infrastructure to Manage Shoreline Change in California (2018)*

The content of the DMS will not just be limited to PDF versions of historic files and data, but actual original files wherever they can be obtained. For instance, our team can provide reports in Word and analyses in Excel, and wave run-up and overtopping modeling in XBEACH. We will populate the database with the most useful and usable files possible for the County to use in assessing and optimizing the BeachSMART program. The DMS will be flexible as to who has access, and the level of access provided. The DMS will have a user-friendly interface that allows users to search, upload, and download project-related products. The DMS will be searchable via user-defined key words.

Finally, the Project Manager and Technical Leads would serve as a member or liaison to the CSMW on behalf of the project. We understand that Action 1 involves attending and presenting at virtual and in-person meetings as well as assisting the Flood Control District with project management and coordination of logistics for meetings and events. Coordination meetings with BEACON, local municipalities, agency staff, and researchers from CSUCI, UCSB, USGS, and others will be needed to ensure that the most up to date information is obtained. The Dudek team is prepared to leverage our existing relationships with the Flood Control District, BEACON, CSMW, and academic staff and superior organization skills (as described in Section 6. Project Management) to execute this coordination.

### **Deliverables:**

- Searchable, keyword driven data management system (DMS) that serves as a repository for project related products such as pdfs, historic files and data, word files, excel files, graphics and images.
- Draft and final Data Synthesis and Analysis Report



- Draft and final public-facing non-technical summary document
- Meeting logistics, including scheduling, preparing agendas, delivering presentations, etc.

#### **Assumptions:**

- The Flood Control District will provide one round of consolidated comments on the draft Data Synthesis and Analysis Report and draft public-facing non-technical summary document.
- The Dudek team will attend quarterly in-person or virtual meetings with the Flood Control District, BEACON, CSMW, or other project partners. The Dudek team will attend one community scoping meeting and one forum presentation meeting (as described in Action 3).

### **Action 2 (Technical): Alternatives and Feasibility Study**

Based on Action 1, Dudek will consider a list of alternative beach sites and alternative practices for sediment management as well as adaptive management and monitoring protocols, some of which may have previously been identified or considered by other parties conducting related or antecedent work. For instance, the California Coastal Sediment Management Master Plan (2021) recommends monitoring at Ellwood Beach as a representative indicator for expected trends at downcoast beaches. Separately, Patsch et al. 2021 presents a Beach Sustainability Assessment (BSA) decision support tool that incorporates geomorphic, ecological, and social aspects into a standardized format.

We understand that many prior and ongoing efforts provide the context for the work described in this Request for Proposal (RFP), and that the emphasis should be on collating, evaluating, and building on those other efforts. Our approach includes reaching out to and engaging the key personnel and researchers of prior efforts to leverage and build upon their work. Our goal is to not simply summarize information, but to interpret the wealth of information into data driver decision making for the Flood Control District to consider as it plans sediment management activities. To do this Dudek will collaborate with our subconsultants, M&N and GHD, to prepare the Alternatives and Feasibility Study. We believe our long history of working together with these organizations, and the specific staff members identified, will make Dudek's collaboration with our subconsultants seamless.

Our team will utilize our deep knowledge of the region to develop screening criteria in the form of multiple criteria analysis to guide site evaluation and prioritization for alternative beach sites, with consideration of both environmental, feasibility, and public use variables. We will evaluate all opportunities for solutions and effectively characterize constraints to be considered. We will prioritize opportunities that mimic natural processes to produce nature-based solutions, while providing for pragmatic flood control and sediment management. Given our history of delivering implementable designs, we anticipate that the primary site-level constraints may include feasible truck access, potential for interference with public uses, sensitive natural resources, suitability of physical processes, and distance from sediment source locations, among other things.

M&N previously developed screening criteria for more than a dozen sites for BEACON's SCCBEP that led to efficient selection of the top sites for sediment placement, which provides a starting point for our development of screening criteria within this project. Both Goleta Beach and Ash Avenue Beach were on that list and selected as placement sites, but other Santa Barbara County sites were also on the list and initial assessment has been done for consideration. The list can be lengthened and/or revised based on the Flood Control District's needs and objectives to create a new comprehensive list of sites to evaluate for sediment placement.



County	Placement Site <sup>(1,2)</sup>	Need <sup>(4)</sup>	Construction Access <sup>(4,5)</sup>	Proximity to Sources (Flood Control Basins, Landslide Areas) <sup>(4,6)</sup>	Environmental Sensitivity <sup>(7,8)</sup>	Stockpile Location <sup>(2,3)</sup>	Beach Use <sup>(7)</sup>	Proximity to Existing Creek Mouth <sup>(9)</sup>	Total Score	Rank	Existing Profile <sup>(9)</sup>							
Santa Barbara County	Edwood Beach	2	8	2	6	3	9	2	6	1	2	2	4	1	1	36	9	Yes
	Golda Beach	3	12	2	6	3	9	1	3	3	6	3	6	3	3	45	2	No
	East Beach	2	8	2	6	2	6	2	6	3	6	2	6	1	1	39	7	Yes
	Summerland	2	8	3	9	3	9	2	6	1	2	2	4	2	2	40	6	Yes
	Santa Claus Lane	2	8	1	9	3	3	2	6	1	6	2	4	2	2	44	3	Yes
	Ash Avenue	3	12	2	6	3	3	1	3	1	2	3	6	3	3	41	5	Yes
	Rincon	2	8	2	6	2	5	2	6	1	2	2	4	3	3	35	10	No
		High = 3 Medium = 2 Low = 1	Truck and Rail = 5 Truck Only = 2 No Access = 1	0-5 Miles = 3 5-10 Miles = 2 10-15 Miles = 1	Low = 3 Medium = 2 High = 1	Yes = 3 No = 1	High = 3 Medium = 2 Low = 1	**1 Mile = 3 1-3 Miles = 2 3-5 Miles = 1										

References:  
 1. Opportunistic Beach Fill Program - Potential Receiving Beaches Memorandum, Ken Treiberg, Santa Barbara County Flood Control District, March 1998.  
 2. July 26, 2009 BEACON - South Central Coast Beach Enhancement Program Project Team Meeting, Meeting Minutes, August 2009.  
 3. USGS Topographic Quadrangle Maps.  
 4. BEACON Comprehensive Sand Management Plan, Main Report, Hodge Consultants, July 1989.  
 5. New Davis, Personal Communication, Charters Group, Inc., August 2000.  
 6. Draft Environmental Impact Report/Environmental Assessment for the BEACON Beach Nourishment Demonstration Project, Charters Group, Inc., February 1992.  
 7. Feasibility Study of Alternative Sites for Beach Nourishment, Interface, September 1990.  
 8. WaterWave Bulk/retail Survey Santa Barbara and Ventura Counties December 1992; Coastal Frontiers, April 1993.

Potential Placement Sites Evaluation Matrix in BEACON SCCBEP (2001)

Based on our long-term experience in the area, we anticipate that alternative beach locations may include, but are not limited to, the following:

- Arroyo Burro Beach County Park (Hendry's Beach) where sediment placement could serve as a potential living shoreline or beach nourishment and could enhance public use. However, we also recognize that construction access is not as simple here as some other opportunities.
- The eastern portion of East Beach near our Andree Clark Bird Refuge Restoration Project is an opportunity for sediment placement to serve as potential living shoreline, beach nourishment, and/or nature-based protection of the bluffs to the east, which are currently eroding and protected with riprap (e.g., in front of the Clark Estate).
- Fernald Point Beach contains remnant portions of a cement groin built in the 1930s to trap sand and widen the beach. While that structure is dilapidated, it continues to influence sand transport along the coast at this location. This location represents a potential opportunity to perform beach nourishment and design nature-based sand retention concepts to utilize natural processes and increase the beach width between Fernald Point and Summerland Beach. This section of coastline currently contains a combination of seawalls and riprap to protect the railroad and Highway 101 from ongoing coastal erosion.
- Rincon Point beach, to the east of the main surfing area, could benefit from beach nourishment, living shorelines, and nature-based sand retention concepts. Though construction access is not simple, and it may be more distant from some sediment basins, beach erosion has forced a long stretch of Highway 101 to be protected by riprap.

To select beach sites, we will incorporate input from the Flood Control District and collaborate with our partners (BEACON, University of California at Santa Barbara, California State University Channel Islands, etc.). After the beach locations have been selected, the team will refine the design options for living shoreline concepts. We know from experience that one of the most significant variables in the feasibility of a living shoreline project is whether sufficient sand is available, affordable, and can be permitted to be placed at a beach and whether it can be

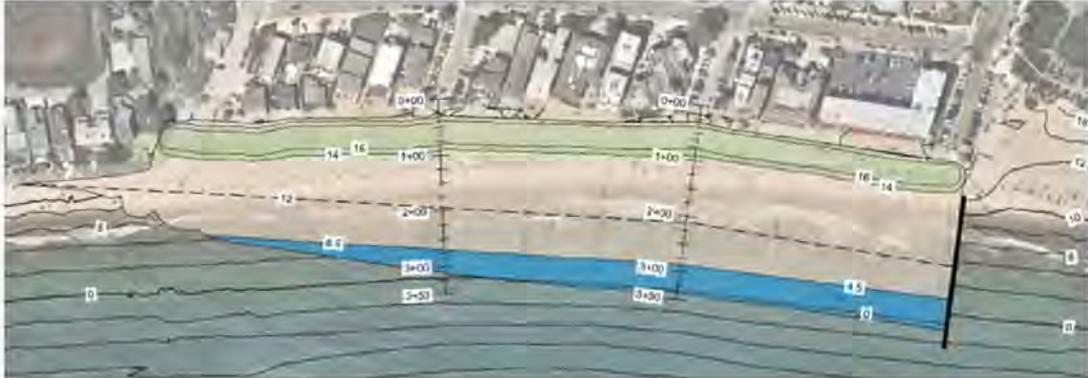
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retained. Potential living shoreline projects may include a (1) wider and higher beach, (2) a dune, (3) a combined wider and higher beach and dune, or (4) a single ridge dune or double ridge dune. We will model four generic configurations of sand placed on the beach compared to existing conditions, e.g., a winter berm, to show us which configuration is more protective of backshore development and infrastructure. The existing condition alternative is crucial because, in contrast to the benefits provided from living shorelines, the "no project" alternative reveals possible losses if actions are not taken. We assume that these configurations are generally applicable to each selected beach sites and thus serve as a "typical site" as well as any identified candidate sites for nature-based living shoreline projects that may benefit from sediment re-use. To be clear, the alternatives do not refer to the number of beach locations, but rather what happens on the surface of each beach.

We will model five alternatives that could apply at the different sites. One useful tool we used on the City of Carpinteria Dune and Shoreline Management Plan is XBEACH, which models cross-shore wave run-up on a profile of a beach, living shoreline, dune, or other backshore features to calculate elevations of run-up and any overtopping behind the feature. We applied the model to living shoreline design alternatives to estimate the best configuration or combination of features that reduced wave run-up and overtopping. In the case of Carpinteria, a single ridge dune functioned superior to a double ridge dune leading to its selection as the preferred alternative for more detailed design. Cross-shore modeling can also be used to determine/estimate the frequency of potential damage and the need for repairs or replacement.

In addition to cross-shore modeling, this team can conduct longshore sediment transport modeling if deemed informative. Typically, we do not conduct longshore sediment transport modeling for projects with relatively modest sand quantities (less than 100,000 cubic yards or cy), containing significant portions of silts and clays (e.g., 50% or more), and when the transport regime is highly unidirectional and predictable, such as occurs in southern Santa Barbara County. Under combined conditions such as these, more simple analogue predictions based on the estimated local longshore sediment transport rate and average wave conditions may be developed.

However, if more detail is determined to be necessary, then our coastal engineer can apply the models of dispersion previously developed by Robert Dean or the CoSMoS Coast model to predict longshore spreading of the sand. Both methods require modest level of effort and more generalized data of local conditions as compared to more detailed and involved models. Our sense is that the team can conduct one of these more simplified efforts if conditions warrant to answer such basic questions as: Would regular placement of sandy materials at Carpinteria or Goleta Beaches cause instability and closure of the respective mouths to the nearby lagoon/marsh? This may be a piece of information that could be useful in securing permits from the agencies in the Task 4 process. Longshore sand dispersion modeling will increase the budget requirement but that can be kept minimal by building efficiencies into the approach. Examples would be to reduce the number of model runs to approximately two that represent the maximum anticipated sediment placement rates at two receiving beaches (e.g., Carpinteria and Goleta Beach). More detailed modeling would require increased budget and time over this maximally-efficient approach.



*Recommended project extent and location from Carpinteria Dune and Shoreline Management Plan*

In consultation with the Flood Control District and project partners, we will select two alternatives for more detailed design in the Living Shorelines Conceptual Plan. We can conduct additional multi-criteria analysis if needed to arrive at the two preferred alternatives. The plan will include artistic renderings, plan views, cross-sections, and elevations of the major project elements to depict their location and dimensions. Monitoring guidelines will also be included so that lessons learned can be implemented through adaptive management. Finally, funding options will be described given that the engineering details in the plan will be sufficient for the environmental document and permit applications.

We anticipate that Action 2 will include site visits, may include field data collection and photographs, and could include engagement with beachgoers. We look forward to the opportunity to incorporate the input gained during community outreach and tribal engagement in our analysis. The Alternatives and Feasibility Study will present analysis of the potential sediment sources, beach receiver sites, sediment management methods, living shorelines concepts, and monitoring protocols. Appendices of the analysis scorecards and modeling runs may be provided as Excel files and submitted electronically to the Flood Control District.

**Deliverables:**

- Draft and final Alternatives and Feasibility Study with the Living Shorelines Conceptual Plan
- Meeting logistics, including scheduling, preparing agendas, delivering presentations, etc.

**Assumptions:**

- The Flood Control District will provide one round of consolidated comments on the draft Alternatives and Feasibility Study.
- The Dudek team will attend quarterly in-person or virtual meetings with the Flood Control District, BEACON, CSMW, or other project partners. The Dudek team will attend one community scoping meeting and one forum presentation meeting (as described in Action 3).

**Socioeconomic Evaluation**

As part of Dudek's technical consulting role on the Santa Barbara Beach Sediment Management and Resilience Tactics (BeachSMART) project, Ceto Consulting LLC ("Ceto") will provide targeted economic analysis to support the development of strategic sediment management alternatives at two key beaches in Santa Barbara County. This



includes benefit-cost analyses for two nourishment alternatives at two locations, as well as socioeconomic screening considerations that help inform equitable access and use, including:

- Briefly reviewing past studies and historical sediment operations, including lessons learned and social and economic ramifications. (Action 1)
- Apply economic and socioeconomic screening criteria to improve sediment management practices in Santa Barbara County. This analysis may include site-specific recommendations for monitoring of coastal recreation and access as needed. (Action 2)

**Scope of Work**

- Provide a benefit/cost analysis for two nourishment alternatives at two sites in Santa Barbara County (e.g., Goleta and Carpinteria City beaches)
  - The economic analysis will estimate the increase in non-market value provided by two alternative nourishment/shoreline management projects based on a model of carrying capacity developed by Dr. King and used across the State (e.g., SANDAG’s RBSP III).
  - The economic analysis will estimate the increase in spending and local (sales and transient occupancy) taxes generated by the project.
  - The economic analysis will include a benefit/cost analysis based on cost estimates provided by Dudek or Moffatt and Nichol.
  - The above will include a brief overview of methods used with references to recent projects in California which have used the same methods.
- Ceto staff (up to 3) may attend virtual 1-2 meetings as needed with the team/county to solicit feedback on the above and secure stakeholder buy-in to the considerations prior to drafting of the RSMP

Not Included in this Scope: Guidance for sediment management and beneficial re-use that maximizes socioeconomic and public value, for incorporation into the action plan and management considerations as laid out in the updated Regional Sediment Management Plan (RSMP). (Action 4)

**Proposed Approach**

**Task 1: Data Collection and Background Review**

- Collect and synthesize the best available recreational data, including attendance figures from BEACON and relevant County and City sources.
- Compile related data from previous studies (e.g., CSUCI beach surveys) to support estimation of non-market value and visitor spending.
- Review historical nourishment efforts and sediment operations in Santa Barbara County, summarizing lessons learned and prior economic and social impacts.

**Task 2: Develop Screening Criteria**

- Develop and apply economic and socioeconomic screening criteria for evaluating sediment management alternatives.
- Consider equity-focused metrics, such as access and usage by underserved or disadvantaged communities.

**Task 3: Benefit/Cost Analysis (BCA)**

- Perform benefit-cost analysis for two nourishment alternatives at two sites (e.g., Goleta and Carpinteria City beaches).
- Utilize Dudek’s modeling outputs for the no-action and alternative scenarios.
- Estimate:
  - Increases in non-market recreational value based on beach width and carrying capacity improvements.
  - Visitor spending and associated local revenues (e.g., sales and transient occupancy taxes).
- Apply methodologies developed by Dr. Phil King and others, consistent with projects such as SANDAG’s RBSP III.
- Reference relevant case studies and data sources to ensure transparency and replicability.

**Task 4: Summarize Findings and Draft Memo**

- Summarize analysis and findings in a concise technical memo to be delivered to Dudek.
- Participate in a project meeting with Dudek to review results and incorporate feedback into the final deliverable.
- Ensure the memo is structured to support integration into BeachSMART deliverables for the County, with clear descriptions of methods and assumptions.

**Data:**

- Attendance data will be based on the best available estimates from BEACON or a local jurisdiction.
- Spending data will be based on survey data from CSUCI.
- Estimates of carrying capacity and nonmarket value will be based on previous studies and methods developed in California.

**Action 3 (Outreach): Community and Tribal Engagement**

The Dudek engagement team includes multi-lingual, culturally sensitive, and competent staff versed in communication, outreach, and engagement. We have statewide and local competence and skill in working with tribes and underrepresented, frontline, and vulnerable people and communities and will support the technical staff and the project with a thoughtful, strategic, and effective approach to the outreach aspect of the project. In each of the following sections, we have outlined the deliverables and assumptions associated with various elements and project milestones. The sequencing of strategies begins with interviews, development of a Communication and Engagement Strategy (CES), and follows from there with development of a website and StoryMap/Experience Builder, surveys convening an Outreach Subcommittee, and a variety of meeting and event materials, such as social media posts, meeting and event notices, posters, educational information, videos, and evaluations and assessments of the process. Again, all of these are outlined in their respective sections that follow.

**Plan de comunicación y participación**

para la implementación del Programa de Asistencia Técnica de la Proposición 68 para las comunidades tribales y las comunidades subrepresentadas





We understand that our team will work closely with the Flood Control District, the County Public Information Officer (PIO) and other County departments on all outreach components, including tribal engagement. Dudek has strong working relationship with California tribes and appreciates that the indigenous worldview and cosmology provides for a more holistic interconnection of the web of life that includes perspectives on social, economic, environmental, and spiritual system that depart from the dominant, western paradigm. To this end, the engagement team will outline a transparent, community-based planning approach and methodology through development of a Community Engagement Plan (CEP) that invites community members and other interested parties to share ideas, vision out options on scenarios, and provide comments to inform the BeachSMART Project. Our team will work in concert with the Promotores Network. This approach recognizes that the local community is intimately familiar with and identifies with local needs and issues. We intend to leverage their knowledge and interest as valuable assets. We are also partnering with Excel Interpretating and Translating for language support and deliverables review. Dudek Outreach Lead, Jane Gray, will be the dedicated campaign manager for this aspect of the project.

### Interviews and Development of Communication and Engagement Strategy



Prior to the development of a CES, the engagement team will conduct individual or small group interviews with relevant Flood Control District staff as well as staff from the State Coastal Conservancy, Planning and Development Department, Parks Department, and the County Sustainability Division. These interviews serve to discern and refine the timing of outreach, engagement strategies, and tools, as well as inform the immediate next steps and content within the CES.

One of the goals of the CES is to communicate to the public that there is an orderly and predictable timeline and to demonstrate that the public and interested parties have a formal role in the project and process, while also ensuring that all communities, even those that may have been historically disenfranchised or may have a primary language other than English, will be reached out to. Throughout the process, community members will have direct access to relevant project information and will have multiple opportunities to provide input on concepts and program elements. The basic contents of the CES include the following:

- Description of the purpose of the project
- Purpose of the communication and engagement
- Outline of the objectives and desired outcomes of communication and engagement
- A contact list of governmental agencies, interested parties, and others, along with their respective roles and responsibilities in the process, including the membership and role of the outreach subcommittee
- Outline of specific strategies, tools, and venues for communication and engagement
- Timeline for implementing engagement activities that is directly connected to the development timeline for the technical sections and phasing of the project
- Section describing how the CES will conduct evaluation and assessment during the course the project, such as short exit surveys at the end of events, workshops, tabling activities, presentations, etc., and inclusion of a physical "suggestions box" at in-person events and an online/virtual "suggestion box" on the website and StoryMap/[Experience Builder](#)

- Section on how the CES will be amended at the close of the project to add the following sections:
  - Compilation of the community and tribal engagement campaign, summarizing the work performed and describing how the community and tribal involvement advised and influenced the BeachSMART project
  - Overall evaluation and assessment of the communication and outreach as well as any lessons learned

The CES will also be included on the Dashboard (described in the next section). At a minimum, the CES will include the sections previously noted and any other content that would need to be developed or included at the request of and in collaboration with Flood Control District, the County PIO, and other County departments.

**Deliverables:**

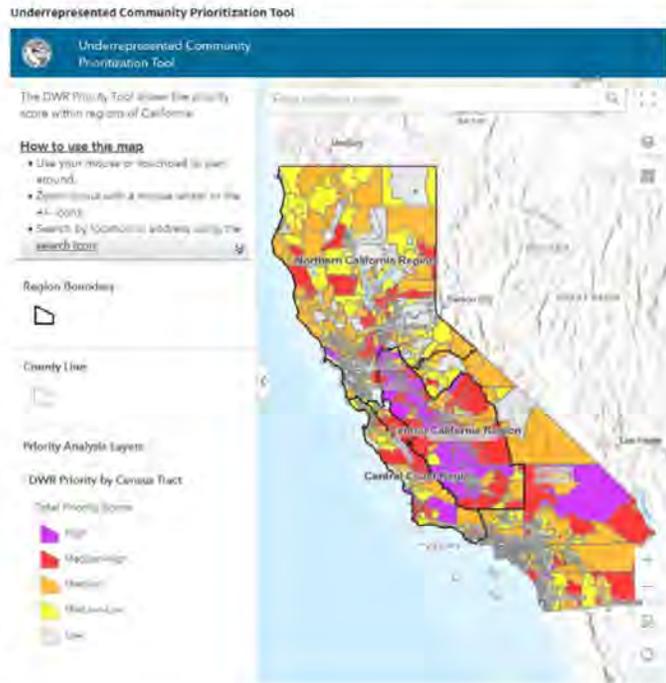
- Draft and final interview questions
- Interview summaries
- Draft and final outline for the CES
- Draft and final CES

**Assumptions:**

- Flood Control District, the County PIO, other County departments will provide one round of consolidated comments, respectively on the draft documents.
- The Dudek team will conduct no more than 12 individual or small group interviews.

**Creating and Managing a Website (Dashboard) with StoryMaps/Experience Builder and Graphics**

It has been our experience that we can maximize public and interested parties' communication and community involvement through digital presences. It is crucial to break down any barriers that may prevent the public from conveniently participating in the project planning and implementation process. In our digital age, this is most easily accomplished by developing a website. Dudek's Web Development and Visual Storytelling Teams will work with the Flood Control District to develop a website that will act as the project hub and dashboard for the public, interested parties, and project staff alike. Successful website design starts with a clear understanding of the client's goals and the site's intended audience. This process will begin with reviewing existing websites with similar goals and determining a feature list. The result of this process will be a website that utilizes an





architecture and theme geared towards local government and public outreach, including, but not limited to, the following features:

- An engaging, user-friendly, accessible, and responsive website built for mobile-first on standard web technologies
- An "About" section describing the project goals and timeline
- A style guide for all visuals that accurately reflects the branding, look, and feel of the Flood Control District
- A suite of icons and infographics communicating concepts such as key project goals, timelines, and project components
- A set of interactive data visualizations and infographics hosted within ESRI's StoryMaps /Experience Builder web platform allowing users access to rich datasets
- Appropriate datasets related to coastal characteristics, such as shoreline trends, biological monitoring, beach use and socio-economics, will be identified through Action 1 and incorporated into the viewer to support coordinated coastal management activities.
- An "Upcoming Events" section that lists past and future project meetings/events, facilitates registration to events, sign-up for the contact list, and offers recordings of previously held meetings
- A project email address that will allow the public to submit comments/questions to the team
- A home for project reports

Content on the site will contain plain language utilizing a fifth-grade level of reading proficiency. Any social media posts will be in English, Spanish, and other languages, as appropriate. The development and scheduling of social media posts will be developed along the timeline of the various engagement and outreach opportunities, such as surveys, community events, pop-up events, and workshops and sequenced with the overall phasing in the CES. In addition, the Dudek web and graphics team will work with Flood Control District staff to develop a stand-alone or "boutique" Americans-with-Disabilities-Act (ADA)-compliant website.

We have the capability to build, host, and maintain these solutions for the Flood Control District using Dudek and third-party infrastructure, but if the Flood Control District prefers to host this experience on their website, we can work with their web administrator to accomplish this goal. From our experience, creating these web-enabled solutions will often lead to additional use-cases for the technology, and an important part of our work is to provide value beyond the current project and to empower our clients to harness and utilize these technologies across their organizations for future initiatives.



**Deliverables:**

- One website built using the Santa Barbara County Flood Control District's ESRI's StoryMap/Experience Builder platform to communicate planning information to the public
- A suite of icons and infographics (static and interactive) to communicate concepts such as key project components, project timelines, and project goals, for example.

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- A set of interactive data visualizations and infographics that allow users to access rich datasets explaining the client's goals in an easy-to-access manner.
- ADA-compliant event notices, social media posts, agendas, materials, presentation, infographics, and technical memoranda

### Assumptions

- Per ESRI guidelines, the Santa Barbara County Flood Control District is required to have an AGOL account with sufficient credits to support and host a Storymap/Experience Builder. Dudek will build the Storymap/Experience Builder on the client's AGOL account.
- The Santa Barbara County Flood Control District needs to provide Dudek creator access to their AGOL account for the development of a StoryMap/Experience Builder.
- Website content will be determined in partnership with the client but can include elements like interactive infographics, mapping and public feedback forms.
- The website's look and feel will reflect the Santa Barbara County Flood Control District's branding guidelines. Dudek can create branding guidelines with client input if needed.
- If the Santa Barbara County Flood Control District wishes to use a custom root-domain, Dudek can help establish hosting and domain name registration. Website hosting, web map hosting, and domain name purchase costs are included in the proposed fees but are limited to 5 years from Notice to Proceed. After project completion, if the Santa Barbara County Flood Control District wishes to continue hosting the services, hosting costs will be passed on to the Santa Barbara County Flood Control District.
- The top-level domain will be one that is publicly available, such as .org or .com, and will not be a .gov domain.
- If the Santa Barbara County Flood Control District wishes to use a subdomain associated with the client's existing website instead, website hosting, domain name purchase, and domain name renewal costs will be removed.
- The Santa Barbara County Flood Control District will work with Dudek staff to develop all language, photography, mapping components and infographics.
- The Santa Barbara County Flood Control District is primarily responsible for providing language, photography, and GIS data, with assistance from Dudek staff.
- All webinar videos will be hosted on a third-party streaming service, such as YouTube, Vimeo, or similar and linked to/from the proposed website.
- Social media sites will be used throughout the project. Posts will include information related to the project and meeting/workshop/tabling/public comment announcements.
- When social media sites are used for the announcement of Zoom or in-person workshops, video and posts will commence 10 days prior to the workshop and be refreshed at the following intervals: 1 week prior to the workshop/event, 3 days prior to the workshop/event, 1 day before the workshop/event, and the day of the workshop/event. Dudek will prepare one draft for one round of comments and one final social media post. Dudek will not be responsible for posting and reposting on social media platforms.

### Task Outline

#### Task 1: Workflow/Scheduling

Dudek staff will work with the Santa Barbara County Flood Control District to define the goal, content, visual style, data requirements/schema, workflow, and production schedule of the website.

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Type of content to be featured on the site (illustrations/infographics/maps/interactivity/images/surveys, etc.)

- Determine authorship/source of content
- Determine workflow and data storage/sharing/schema protocols
- Determine editing/content vetting workflow
- Determine editing/content vetting workflow

## Option Task 1.1 Branding/Style Guidelines

Dudek can help develop branding/style guidelines outlining the client's desired look and feel through colors/typefaces/logo creation, etc.

## Task 2: Wireframing

This task is focused on developing and wireframing the structure/sections of an ArcGIS StoryMap for the Santa Barbara County Flood Control District. Following are some example sections/tabs. Section/tab names to be decided by client. All sections can contain images, videos, custom static/interactive graphics, etc.

- Overview Explains the Purpose and Context of the Storymap
- Process Explains how (client name) plans on fulfilling the purpose of the Storymap as outlined in Overview section.
- Project Map Interactive map with multiple data layers.
- Contact Us/Survey Forms Interactive forms/surveys for public engagement

## Task 3: Development

This task focuses on developing an ArcGIS StoryMap for the Santa Barbara County Flood Control District. Dudek staff will use data and workflows defined in Tasks 1 and 2 to create the StoryMap/Experience Builder.

Using the Santa Barbara County Flood Control District's AGOL account gives the client complete control and ownership of the site and all associated data. The client will have full access to the site during development.

## Task 4: Delivery

Since the Storymap/Experience Builder will be built on the client's AGOL account, the client will have full access to the site during development and after completion. Upon completion, the client can attach the Storymap/dashboard/website to an existing site via a subdomain or set up a root domain with a custom URL.

- The Dudek team can assist with setting up a custom root domain if the client wishes. Setting up a custom root domain will entail costs associated with website hosting and domain name purchase and renewal.
- The client can link Storymap/Experience Builder to an existing site via a subdomain. The client's web team could handle this task as it requires admin-level access to the host site.

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Proposal for Technical Consultation and/or Outreach Campaign Management for the Beach Sediment Management and Resilience Tactics "Beach SMART" Project

**Implementation of the CES**

The Dudek engagement team will be proactively working with the Flood Control District, the County PIO, and other County departments as well as the Promotores on all outreach components small group or neighborhood meetings, get togethers, small group meetings, Town Halls and/or workshops.. We have included a stipend budget in our overall budget for CBOs/CBPs and Tribal members.s. Dudek recommends stipends on all its projects for parity and equity. CBOs/CBPs and Tribes are all deserving of the same rights and privileges that the consultants and other staff have. In previous projects, we will set up entities as vendors and provide payment to them through our contracting vendor contracting processes.



As described in the Request for Proposal, the BeachSMART project will convene an outreach subcommittee. Dudek anticipates taking a leadership role in developing and steering the outreach subcommittee and we will work closely with the County PIO, Promontores, and others and necessary and appropriate. We understand that the County PIO will be involved as a coordinator and advisor to Dudek and will provide feedback on the implementation of the CES. Dudek will also be involved in the leadership and/or participation in quarterly community outreach events/forums and surveys, special events, field tours, workshops, and the recognition of the Chumash heritage at parks in Goleta Beach and Carpinteria.



Informational materials for the project will accompany all public events and workshops, including presentations, Frequently Asked Questions, brochures, flow charts, illustrative materials, public notices, flyers, posters, and other materials. All materials will follow a standard style guide, coloration, banner, and logo agreed upon by the Flood Control District, the County PIO, and other County departments and developed in concert with the website so there is seamless visual presence and identification for the project. Our team will utilize the existing logos of project partners and other entities.

There are a variety of options for gathering input, including workshops with break out groups, small group or neighborhood meetings where we anticipate a more intimate setting will enhance conversation and project engagement, community dialogues, community plenaries (events), and workshops where there are information/input stations on specific topics; the engagement team may use a variety of these depending on the specific topic and outcomes requested, and we presume that our team will be conducting tabling at community events. Our staff is skilled in engaging with local community members and agency officials to weave community sentiments and purposes into a wide variety of planning processes and projects. Please visit the following link for an opportunity to view informational videos produced in seven

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languages as part of a statewide outreach effort for the California Department of Water Resources:  
<https://www.youtube.com/playlist?list=PLeod6x87Tu6fAWj2x2Z8XvuMo2OoLUwKrm>

Additionally, Dudek will also explore the opportunities for citizen science throughout the coastal project areas, as well as development of an App or tool that will complement the citizen science initiative, the storymap/experience builder/website.

Optional Taks: There may be a need to meet individually with certain interested parties/groups prior to events and/or workshops, therefore we presume that these sessions or meetings would cost approximately \$900 per session.

### **Deliverables:**

- Videos
- Posters
- Brochures
- Presentations
- Development of sceneario visualizations
- Result of tribal and community engagement in data analysis and feasibility studies as well as in the CES
- Watershed- and coastal-based education
- Online resources, including development of an App and a Citizen Science Initiative
- Collaboration with BEACON conferences and outreach efforts
- Quarterly progress reports of the outreach campaign with information to be coordinated into ongoing data analysis and feasibility studies in Actions 1 and 2
- Compilation of the community and tribal engagement campaign, summarizing the work performed and describing how the community and tribal involvement advised and influenced the BeachSMART Project

### **Assumptions:**

- Ongoing results of the engagement campaigns will be conducted concurrently and woven into Actions 1, 2, and 4 as they are implemented.
- Public outreach will meet or exceed California Environmental Quality Act (CEQA) requirements for public notifications and hearings, and materials and outcomes will be documented.
- The Flood Control District, County PIO, other County departments, and BEACON will provide one round of consolidated comments, respectively, on the draft deliverables.

### **Action 4 (Technical): Regional Sediment Management Plan Update**

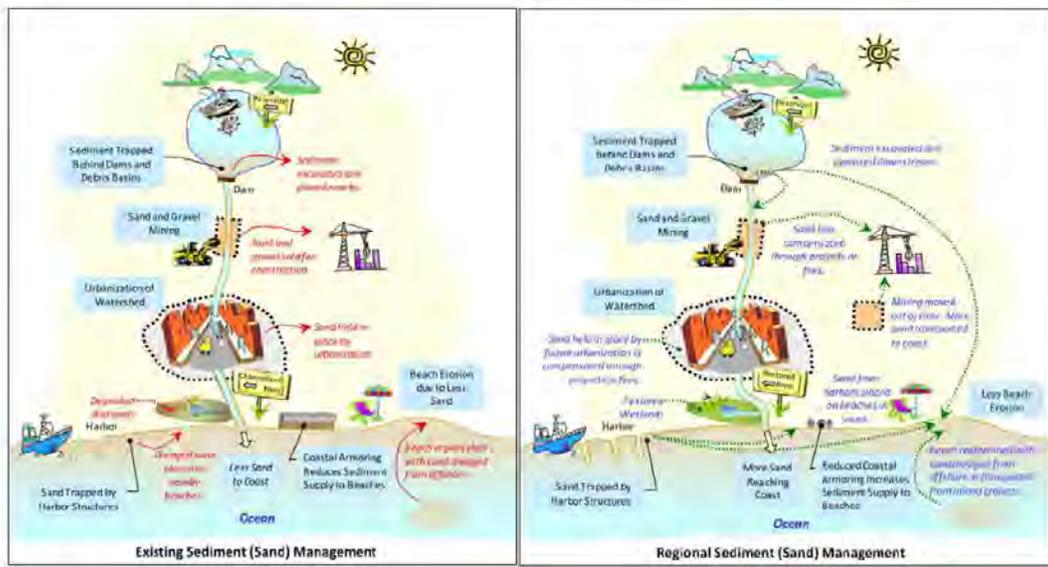
Building from the comprehensive technical analysis and community outreach in Actions 1-3, the Dudek team will prepare a cohesive RSMP that serves as a blueprint for the Flood Control District and its partners in planning for and implementing nature-based sediment management and coastal enhancement projects throughout southern Santa Barbara County. Specifically, the RSMP will reflect findings from the Data Synthesis and Analysis Report, such as an update of source sites, a detailed assessment of watershed sediment delivery to and sediment removal from major flood control channels draining the largest watersheds in the region, and the volumes of sand placed on beaches and transported to landfills over the past several decades. The RSMP will also reflect findings from the Alternatives and Feasibility Study describing living shorelines concepts at beach receiver sites.

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Proposal for Technical Consultation and/or Outreach Campaign Management for the Beach Sediment Management and Resilience Tactics "Beach SMART" Project



The RSMP will update management recommendations laid out in the BEACON CRSMP for the Conception, Goleta, and Santa Barbara Planning Reaches and seek to align the Flood Control District's efforts with those of other BEACON members, reducing redundancies while working towards common goals. For example, identifying and implementing one or more regional sand stockpile, storage, and processing centers will be a strategic update. Stockpile sites are identified as temporary storage sites of suitable beach sand until an appropriate time and approval has been obtained for placement at a beach fill site. Sediment for beach nourishment and dune construction activities may become available as a result of local construction projects and excess material is often disposed of at local landfills or used as construction fill. Depending on the location and scale of the project, these projects may be opportunities to utilize excess fill material, if the material can be sorted and is determined to be beach compatible. Another example of a strategic update will be to prioritize implementation of one or more sand-retention pilot projects.



California Coastal Sediment Master Plan 2021

With rising sea levels and a changing climate, our regional supply of sand and its movement will change. Infrequent, large magnitude events have a disproportionate influence on coastal landforms and littoral cells. Therefore, in addition to the systematic management of routine sediment transport, the RSMP will detail protocols for responding to fires, floods, storms or other episodic events that result in sediment deposition in the community's drainage facilities. The Dudek team will create a Coastal Climate Adaptation Supplement to the 2009 BEACON CRSMP that includes new and additional information pertinent to regional sediment management based on best available science and emerging best practices. We will evaluate new information on predicted changes in weather, precipitation, and storm frequency and intensity, and develop management strategies to improve watershed resilience. We will also build off the previous County and City vulnerability assessments by factoring in the 2024 California Ocean Protection Council SLR projections displayed in the U.S. Geological Survey Coastal Storm Modeling System (CoSMoS). CoSMoS shoreline change projections will be particularly important in considering how proposed living shorelines can naturally erode and be maintained while limiting coastal flooding of built areas. The resilience of a project is ultimately dependent upon its design and whether sufficient beach nourishment occurs to establish a sufficiently wide beach (e.g., 250 feet wide). Assuming a project life of 25 to



50 years and associated projected SLR, CoSMoS shoreline change data will help inform what combination of beach nourishment and sand retention projects are needed to improve coastal resilience.

The RSMP will incorporate potential mitigation measures and best practices with clear results and recommendations to be incorporated into future CEQA analysis and regulatory permitting. To that end, Dudek CEQA and coastal planning experts will include in the RSMP a clear framework for CEQA analysis and documentation, as well as regulatory permitting pathways needed to implement the recommended actions. By proactively incorporating the requirements of eventual CEQA and permitting review into the design of the RSMP, it will inherently include approaches to avoid, minimize, and mitigate environmental, cultural, and socioeconomic impacts up front.

The document will also include a SCOUP that addresses technical and regulatory concerns associated with sediment management in a systematic and consistent manner. The primary objective is to obtain a programmatic permit from all necessary regulatory agencies to allow the opportunistic beach-quality material to be placed on the specific beach receiver sites without the need for individual project permits. Each beach site has site-specific design criteria that outlines the volume of material per year and per season, grain size of acceptable materials, and beach fill designs that may be suitable for each site, e.g., below Mean High Tide, beach berm, etc. as defined in Action 2. In addition, each site has unique characteristics to consider, including beach profile, location relative to environmental resources and wetland outlets, and beach usage.

The SCOUP will also identify sediment-source locations, such as Flood Control debris basins, City facilities, or other opportunities as discovered. Criteria for beach sand sources are specified to enable implementation of individual projects. These criteria include chemical testing, sediment grain size, color, particle shape, debris, and compactability/moldability. Each source of potential beach sediment would be analyzed against each of these criteria to determine if the sediment is beach compatible and which beach fill site should receive it. Physical and biological monitoring are also proposed as part of the SCOUP. M&N has conducted this same type of analysis before with BEACON, so there is a running start already in existence to benefit the Flood Control District. Furthermore, M&N has developed the state standards for sediment quantity and quality testing and thresholds in the San Diego Association of Governments (SANDAG) SCOUP, thus the Flood Control District can significantly benefit this work that has already been done and remain consistent with state standards to facilitate future permitting.

Placement Site	Percent Fines Allowed	Maximum Quantities (cy) Per Season		Maximum Annual Total Quantity	Beach Fill Designs Proposed
		Fall/Winter	Spring/Summer		
Goleta Beach	25%	100,000	0	100,000	Below MHT, Beach Berm, & Sand Dike
Ash Avenue	25%	100,000	0	100,000	Below MHT, Beach Berm, & Sand Dike
Oil Piers	35%	183,300	91,700	275,000	Below MHT, Beach Berm, & Sand Dike
Surfer's Point	35%	116,700	58,300	175,000	Below MHT & Beach Berm
Oxnard Shores	35%	250,000	0	250,000	Below MHT, Beach Berm, & Sand Dike
Hueneme Beach	35%	250,000	0	250,000	Below MHT & Beach Berm

*Site-specific beach fill design criteria in BEACON SCCBEP (2001)*

Proposal for Technical Consultation and/or Outreach Campaign Management for the Beach Sediment Management and Resilience Tactics "Beach SMART" Project

In developing the RSMP, the community benefit goals of the Flood Control District will always be at the forefront of every measure, including increased flood protection, a focus on systemically excluded and tribal communities, increased community preparedness and resilience, enhanced recreational beach amenities, reduced carbon emissions compared to pre-project conditions, and integration of nature based coastal adaptation solutions. As with any well-considered environmental management document, the RSMP, Coastal Climate Adaptation Supplement, and SCOUP will be treated as living guides to be periodically revised with new information and emerging science by users (the Flood Control District, BEACON, University of California Santa Barbara, cities) as needed.

**Deliverables:**

- Draft and final RSMP document, including the following:
  - Coastal Climate Adaptation Supplement to the 2009 BEACON CRSMP
  - SCOUP, either by incorporation or as an Appendix
- Meeting logistics, including scheduling, preparing agendas, delivering presentations, etc.

**Assumptions:**

- The Flood Control District will provide one round of consolidated comments, respectively on the draft RSMP document, including the Coastal Climate Adaptation Supplement and SCOUP.
- The Dudek team will attend quarterly in-person or virtual meetings with the Flood Control District, BEACON, CSMW, or other project partners. The Dudek team will attend one community scoping meeting and one forum presentation meeting (as described in Action 3).

Figure 3. BeachSMART Project Action Sequence



Proposal for Technical Consultation and/or Outreach Campaign Management for the Beach Sediment Management and Resilience Tactics "Beach SMART" Project



## PROJECT MANAGEMENT

Dudek has a reputation for consistently delivering projects on time and within budget. We rise to the challenges of meeting tight timelines and, in doing so, have developed expertise in critical path management, fast-track scheduling, efficient staffing, and workload management. Matt will provide regular status updates to the Flood Control District identifying work completed, work underway, and any needs for project data or information.

### Schedule and Budget Tracking

Matt has met deadlines driven by public funding directives and tightened project schedules through careful project scoping and regular communication. These cost- and time-management tools include the following:

- Kickoff meeting and regularly scheduled project meetings with Dudek and Flood Control District staff to establish project milestones, start vetting issues, and develop solutions and approaches to risk management (issues likely to cause a delay in schedule or impact the budget)
- Communication using direct phone access to Dudek project management; Dudek's project manager and task order managers can be at the Flood Control District's offices as needed; Matt works in our Santa Barbara office, a 10-minute drive from the Flood Control District's office.
- Electronic draft documents for expeditious review and online meeting software for collaborative document revisions
- Schedule tracking with Microsoft Project or in the Flood Control District's preferred format
- Budget tracking with Deltek Vantagepoint and Excel to show budget line items and a monthly balance for each

### Progress Reports

Matt will prepare quarterly update reports and memorandums that document progress as instructed in the RFP, including a list of tasks completed during the period, a list of tasks anticipated during the coming period, an update on the schedule, and any outstanding scope of work or information request issues. If preferred, these reports can accompany or be included as commentary on Dudek invoices.

### Budget Control Measures

Dudek project managers are trained and experienced at reviewing project financials weekly. For budget control, we use the Deltek Vantagepoint accounting system, a web-based cost-tracking system that tabulates costs weekly and is available 24 hours a day, 7 days a week. This software will provide Matt with the necessary information to manage the project's financial progress, such as total labor costs and expenses to date for the reporting period, available budget remaining, and staff hours used in the reporting period.

Matt and the designated task order manager will evaluate progress against costs, assess the spending trend, and make corrections to keep task orders on track. We will not wait until the month's end to review the status of the budget. Continuous access to budget information will help Matt monitor each team member's progress toward meeting the internal budget and allow him to anticipate potential budget constraints early, before they become a problem.



## 9. Subconsultants

### Moffatt & Nichol

M&N is an international leader in the planning and design of the infrastructure and facilities that surround our rivers, harbors, and coastlines, serving clients worldwide, including in Southern California and Santa Barbara County.



The firm provides a complete array of engineering services and is recognized as a global expert in coastal engineering, preservation, and restoration. M&N staff understand the unique needs related to waterfront projects and are proficient in applying the latest scientific tools, including coastal modeling and hydraulics; the most recent sea level guidance; and in marine construction cost estimating. The firm's experience and approach lead to buildable and maintainable projects where innovative, environmentally meaningful, and fiscally responsible project solutions are implemented. M&N's San Diego office was established in 1992, which focuses on engineering, civil, structural, coastal, electrical, and construction engineers, augmented by M&N's firmwide resources.

### GHD

GHD provides transportation planning and engineering, environmental, advisory, digital, and construction services to private- and public-sector clients. Operating globally and delivering services locally, they offer clients the ability to develop a working relationship with their local staff while having access to their global experience base. Put simply, GHD works where their clients work. Their business model is to work internationally and deliver locally.



Established in 1928, GHD is a wholly owned subsidiary—a privately held international engineering firm owned by their people and operating across five continents. They are one of the world's leading professional services companies operating in the global markets of transportation, water, energy & resources, environment, and property & buildings. Their people can offer decades of knowledge, as well as a deep understanding of the challenges facing businesses and communities today. They deliver projects with high standards of safety, quality, and ethics across the entire asset value chain. Driven by a client service-led culture, they connect the knowledge, skill, and experience of their people with innovative practices, technical capabilities, and robust systems to create lasting community benefits.

### Excel Interpreting and Translating

As a trusted language service provider in the industry for 15 years, Excel has cultivated an extensive network of 7,000 contract interpreters and translators across California, with linguistic coverage that extends across 265 languages, addressing the meticulous language accessibility needs of ethnically diverse and Limited English Proficiency population. Their team consistently collaborates with social workers, public, and mental health officials every day. They will ensure that language access is provided at every step, offering prompt interpretive services for all substantive client interactions, often within 1 to 2 hours' notice.

Excel can provide interpreters for a range of languages, including both dominant and exceptionally rare languages. The services encompass the interpretation and translation of all materials, forms, reports, and letters. They are well equipped to handle these tasks, even when faced with tight turnaround times, frequently with fewer than 24 hours, ensuring seamless language services.

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$785,810.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in Attachment B1. The total amount of this contingency fund is 10% of the agreement amount or **\$78,581**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**ATTACHMENT B1**

**DUDEK 2025 Standard Schedule of Charges**

**Engineering Services**

Project Director .....	\$345.00/hr
Principal Engineer III .....	\$320.00/hr
Principal Engineer II .....	\$300.00/hr
Principal Engineer I .....	\$290.00/hr
Program Manager .....	\$275.00/hr
Senior Project Manager .....	\$275.00/hr
Project Manager .....	\$265.00/hr
Senior Engineer III .....	\$260.00/hr
Senior Engineer II .....	\$250.00/hr
Senior Engineer I .....	\$240.00/hr
Project Engineer IV/Technician IV .....	\$230.00/hr
Project Engineer III/Technician III .....	\$220.00/hr
Project Engineer II/Technician II .....	\$210.00/hr
Project Engineer I/Technician I .....	\$190.00/hr
3D Production Manager .....	\$220.00/hr
Senior Designer II .....	\$210.00/hr
Senior Designer I .....	\$200.00/hr
Designer .....	\$190.00/hr
Assistant Designer .....	\$185.00/hr
CADD Operator III .....	\$180.00/hr
CADD Operator II .....	\$195.00/hr
CADD Operator I .....	\$155.00/hr
CADD Drafter .....	\$175.00/hr
CADD Technician .....	\$125.00/hr
Project Coordinator .....	\$160.00/hr
Engineering Assistant .....	\$125.00/hr

**Environmental Services**

Senior Project Director .....	\$350.00/hr
Project Director .....	\$300.00/hr
Senior Specialist V .....	\$275.00/hr
Senior Specialist IV .....	\$265.00/hr
Senior Specialist III .....	\$250.00/hr
Senior Specialist II .....	\$235.00/hr
Senior Specialist I .....	\$220.00/hr
Specialist V .....	\$210.00/hr
Specialist IV .....	\$195.00/hr
Specialist III .....	\$185.00/hr
Specialist II .....	\$175.00/hr
Specialist I .....	\$165.00/hr
Analyst V .....	\$155.00/hr
Analyst IV .....	\$145.00/hr
Analyst III .....	\$135.00/hr
Analyst II .....	\$125.00/hr
Analyst I .....	\$105.00/hr
Technician IV .....	\$100.00/hr
Technician III .....	\$90.00/hr
Technician II .....	\$80.00/hr
Technician I .....	\$70.00/hr
Project Coordinator II .....	\$170.00/hr
Project Coordinator I .....	\$135.00/hr

**Mapping and Surveying Services**

UAS Pilot .....	\$165.00/hr
Survey Lead .....	\$300.00/hr
Survey Manager .....	\$260.00/hr
Survey Crew Chief .....	\$195.00/hr
Survey Rod Person .....	\$145.00/hr
Survey Mapping Technician .....	\$135.00/hr

**Construction Management Services**

Principal Manager .....	\$215.00/hr
Senior Construction Manager .....	\$195.00/hr
Senior Project Manager .....	\$190.00/hr
Construction Manager .....	\$185.00/hr
Project Manager/Construction Management .....	\$175.00/hr
Resident Engineer .....	\$175.00/hr
Construction Engineer .....	\$175.00/hr
On-site Owner's Representative .....	\$160.00/hr
Prevailing Wage Inspector .....	\$160.00/hr
Construction Inspector .....	\$150.00/hr
Administrator/Labor Compliance .....	\$125.00/hr

**Hydrogeology/HazWaste Services**

Project Director .....	\$345.00/hr
Principal Hydrogeologist/Engineer III .....	\$320.00/hr
Principal Hydrogeologist/Engineer II .....	\$310.00/hr
Principal Hydrogeologist/Engineer I .....	\$300.00/hr
Senior Hydrogeologist V/Engineer V .....	\$275.00/hr
Senior Hydrogeologist IV/Engineer IV .....	\$285.00/hr
Senior Hydrogeologist III/Engineer III .....	\$255.00/hr
Senior Hydrogeologist II/Engineer II .....	\$245.00/hr
Senior Hydrogeologist I/Engineer I .....	\$235.00/hr
Project Hydrogeologist V/Engineer V .....	\$225.00/hr
Project Hydrogeologist IV/Engineer IV .....	\$215.00/hr
Project Hydrogeologist III/Engineer III .....	\$205.00/hr
Project Hydrogeologist II/Engineer II .....	\$195.00/hr
Project Hydrogeologist I/Engineer I .....	\$185.00/hr
Hydrogeologist/Engineering Assistant .....	\$150.00/hr
HazMat Field Technician .....	\$135.00/hr

**District Management & Operations**

District General Manager .....	\$225.00/hr
District Engineer .....	\$215.00/hr
Operations Manager .....	\$165.00/hr
District Secretary/Accountant .....	\$150.00/hr
Collections System Manager .....	\$150.00/hr
Grade V Operator .....	\$140.00/hr
Grade IV Operator .....	\$125.00/hr
Grade III Operator .....	\$115.00/hr
Grade II Operator .....	\$95.00/hr
Grade I Operator .....	\$90.00/hr
Operator in Training .....	\$80.00/hr
Collection Maintenance Worker .....	\$85.00/hr

**Project Delivery Services**

Technology Specialist II .....	\$245.00/hr
Technology Specialist I .....	\$190.00/hr
GIS Analyst V .....	\$220.00/hr
GIS Analyst IV .....	\$200.00/hr
GIS Analyst III .....	\$185.00/hr
GIS Analyst II .....	\$145.00/hr
GIS Analyst I .....	\$130.00/hr
Creative Services IV .....	\$185.00/hr
Creative Services III .....	\$160.00/hr
Creative Services II .....	\$145.00/hr
Creative Services I .....	\$130.00/hr
Technical Editor IV .....	\$185.00/hr
Technical Editor III .....	\$160.00/hr
Technical Editor II .....	\$145.00/hr
Technical Editor I .....	\$130.00/hr
Publications Specialist IV .....	\$135.00/hr
Publications Specialist III .....	\$125.00/hr
Publications Specialist II .....	\$115.00/hr
Publications Specialist I .....	\$105.00/hr
Clerical Administration .....	\$100.00/hr

Expert Witness - Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.  
 Emergency and Holidays - Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services - Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses - Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost.

Invoices, Late Charges - All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay interest at a 10% annual rate for amounts unpaid greater than 30 days after the date of the invoice.

Annual Increases - Unless identified otherwise, these standard rates will increase by 3% annually.

Prevailing Wage - The rates listed above assume prevailing wage rates do not apply. If this assumption is incorrect Dudek reserves the right to adjust its rates accordingly.

**DUDEK**

**EFFECTIVE JANUARY 1, 2025**

**EXHIBIT C**  
**Indemnification and Insurance Requirements**  
**(For Professional Contracts)**

**INDEMNIFICATION**

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

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

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

**INSURANCE**

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, 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.