



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

A-15

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

Department Name: Planning &
Development
Department No.: 053
For Agenda Of: January 27, 2009
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department John Baker, Director
Director(s) Planning & Development

Contact Info: John McInnes, Director, 568-3380
Office of Long Range Planning

Derek Johnson, Deputy Director, 568-2072
Office of Long Range Planning

SUBJECT: Approve Consultant Contract to Prepare Los Alamos Community Plan Update
Environmental Impact Report

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Recommended Actions:

That the Board of Supervisors:

Execute an agreement with Dudek (a local vendor) to prepare the Environmental Impact Report (EIR) for the Los Alamos Community Plan Update and to authorize the Director of the Office of Long Range Planning to issue a Notice to Proceed (NTP) on a project milestone basis. Total cost of the EIR consultant contract is \$132,981 which includes a 10% contingency.

Summary Text:

County Code Sec. 2-42 requires contracts for services in excess of \$100,000 to be approved by the Board of Supervisors.

On October 24, 2008, Office of Long Range Planning sent a Request for Proposal (RFP) to select firms approved by the Board of Supervisors for preparation of the Los Alamos Community Plan Update EIR. Four proposals were received and evaluated by Office of Long Range Planning staff. All four firms were invited to participate in an interview process. Dudek was selected to prepare the EIR based on their understanding of the project, the technical knowledge of their project team, cost competitiveness,

and project experience in the plan area. A copy of the Statement of Work and Budget are included as Exhibit A and Exhibit A1 of the contract in Attachment A.

Background:

The Board of Supervisors initiated the Los Alamos Community Plan Update to gain community input subsequent to the County receiving a proposal to extend the urban boundary to allow development of the Commons project. In June 2008, the Los Alamos Planning Advisory Committee (LAPAC) completed the draft Los Alamos Community Plan which focuses on addressing revitalization of the Bell Street Corridor without extending the existing urban boundary.

The Board of Supervisors initiated the environmental review phase for the Los Alamos Community Plan Update on September 23, 2008. The Office of Long Range Planning issued a Request for Proposals on October 24, 2008 following initiation by the Board of Supervisors.

Performance Measure:

Work performed under the contract will be managed on a project milestone basis and billed monthly. The Office of Long Range Planning will issue successive Notices to Proceed upon successful completion of each project milestone/project phase by the consultant. This contract management approach allows payment of the full environmental services contract value in installments and ensures continuous staff review, accountability, and approval of successfully performed work.

Fiscal and Facilities Impacts:

Budgeted: Yes Funding for this work is approved as follows: 1) \$107,825 in the FY 08/09 budget, 2) \$25,066 in the proposed FY 09/10 budget.

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund	\$ 107,825	NA	\$ 132,891
State			
Federal			
Fees			
Other:			
Total	\$ 107,825	NA	\$ 132,891

Staffing Impacts:

Legal Positions: N/A **FTEs:** N/A

Special Instructions:

- Clerk of the Board to forward a copy of the Minute Order to Office of Long Range Planning; Attn: Derek Johnson, Deputy Director.
- Office of Long Range Planning will issue Notices to Proceed to Dudek on a project milestone basis.
- Copy of signed contract and minute order to Gloria Kelm, Planning and Development

Attachments:

Attachment A: Agreement for Services of Independent Contractor

- Exhibit A - Statement of Work
- Exhibit B - Payment Arrangements
- Exhibit C - Standard Indemnification and Insurance Provision

Authored by:

Derek Johnson, Deputy Director, Office of Long Range Planning

cc: Comp Chron

ATTACHMENT A

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and DUDEK having its principal place of business at 621 Chapala Street, Santa Barbara Ca 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Derek Johnson at phone number 805-568-2072 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. David Stone at phone number 805-963-0651 x3525 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

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

To COUNTY: Derek Johnson
 Office of Long Range Planning
 30 E. Figueroa Street, 2nd Floor
 Santa Barbara, CA 93101

To CONTRACTOR: David Stone
 Dudek
 621 Chapala Street
 Santa Barbara, Ca 93101

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

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

4. **TERM.** CONTRACTOR shall commence performance on January 28, 2009 and end performance upon completion, but no later than January 31, 2010 unless otherwise directed by COUNTY or unless earlier terminated.

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

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

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

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

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

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

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

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

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

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

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

practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

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

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

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

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

17. **TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Dudek**.

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

COUNTY OF SANTA BARBARA

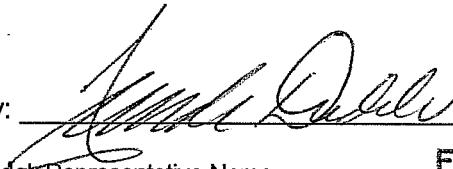
By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR
DUDEK

By: _____
Deputy

By:  _____
Dudek Representative Name **Frank Dudek**
President
SocSec or Tax ID Number: 95-3873865

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By:  _____
Deputy County Counsel

By:  _____
Deputy

APPROVED AS TO INSURANCE:
RAY AROMATORIO
RISK PROGRAM MANAGER

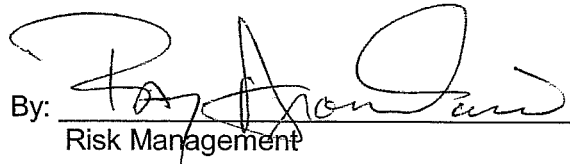
By:  _____
Risk Management

EXHIBIT A

STATEMENT OF WORK

As described in the CONTRACTOR'S *Proposal for Professional Consulting Services* dated November 19, 2008, the Los Alamos Community Plan Update Environmental Impact Report work program, as amended on December 11, 2008, will include the following tasks, meetings and work products:

Task 1 - Project Initiation

Deliverable: Kickoff meeting, Field Survey, and Refined Scope of Work (if necessary)

Within one week of authorization to proceed, CONTRACTOR will organize a kickoff meeting with County staff and key members of the consultant team in the Town of Los Alamos or other appropriate meeting location. This meeting will serve as a forum to review and confirm study objectives and establish an operational protocol. Working schedules will be finalized, and details for scheduled tasks will be discussed.

The kickoff meeting also allows the County and CONTRACTOR team an opportunity to discuss responses to the Notice of Preparation (NOP) and any other input received by the County as of that date. CONTRACTOR will work with County staff to clarify the focus of environmental concerns of the community and other agencies, allowing the team to verify the scope of the study.

Deliverables: Project Description Refinements, Meeting with County Staff, and the Administrative Draft EIR

Project Description

CONTRACTOR will prepare EIR project description based on data provided by the County staff. As appropriate, CONTRACTOR will make editorial changes per staff comments and incorporate County-prepared graphics into CONTRACTOR'S figure format.

The CONTRACTOR will identify the cumulative projects that will be examined and refine per County staff comments, the alternatives to the proposed project that will be addressed in the EIR. The scope of the study assumed that up to two alternatives will be defined and finalized for discussion in the EIR, in addition to a "no project" option.

The EIR will also include an analysis of the additional topic areas and incorporate subconsultant tasks described in the CONTRACTOR revised cost proposal dated December 11, 2008, and as directed by COUNTY staff.

Administrative Draft EIR

The EIR for the Los Alamos Community Plan will be prepared in accordance with the State CEQA Guidelines, the County Environmental Thresholds and Guidelines Manual, and other County and state standards and adopted guidelines. CONTRACTOR will adhere to the same standard of adequacy provided for EIRs in the CEQA Guidelines.

Traffic Study Scope of Work

The CONTRACTOR will be responsible for overseeing the management, preparation, schedule and integration of the technical analysis in the traffic study, prepared by transportation subconsultant Associated Transportation Engineers (**ATE**), into the environmental analysis in both the Draft and Final EIR documents. The CONSULTANT will also be responsible for coordinating the availability of ATE engineers to meet with COUNTY staff as needed during the preparation of the EIR and in the revised ATE scope of work dated December 11, 2008.

Subtask 2.1 - Executive Summary. The EIR will contain a summary of the proposed project and associated environmental consequences. This information will be presented in table format to simplify review by decision-makers and the general public. This section will identify:

- *Each potential environmental impact;*
- *The level of significance of each impact;*
- *Mitigation measures required; and*
- *The residual impacts after mitigation.*

The summary will also note areas of known controversy and an assessment of the alternatives reviewed and their associated impacts. The summary will also discuss the environmentally superior alternative of the alternatives discussed in the EIR and the rationale for its selection as such.

Subtask 2.2 - Introduction and Environmental Setting. The EIR will provide an introductory section that lays the groundwork for and summarize the substantive analysis to follow. The introduction will describe the purpose and legal authority of the study. It will provide a discussion of lead, responsible and trustee agencies. The environmental setting will provide a general description of the existing geographic character of the County and the Los Alamos Community Plan Area. This section will also contain the list of pending and approved projects within the general area that will be considered in the cumulative analysis.

Subtask 2.3 - Environmental Impact Analysis. Each environmental issue addressed in the EIR will incorporate four sub-topics:

- *Setting*
- *Impact analysis (significance thresholds, methodology, project impacts, cumulative impacts)*
- *Mitigation measures*
- *Level of significance after mitigation*

Each impact will be numbered, with any necessary mitigation measures numerically linked to the impact in question.

The setting will be based on various sources including, existing data sources, the County Comprehensive Plan, recent County EIRs, the draft Los Alamos Community Plan Update, and other relevant planning documents. Where possible, impacts will be quantified. If existing data does not allow definitive quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Cumulative impacts will also be discussed within this analysis.

Mitigation measures will consider a range of design measures and programs as proposed by County staff and CONTRACTOR team and those mitigation measures required by CEQA, including those identified in relevant state agency guidelines, such as the Office of Policy and Research Technical Advisory Series. All mitigation measures will be presented in wording that can be directly applied to the project, as appropriate, and will include monitoring requirements. CONTRACTOR will use the County's Standard Mitigation Measures document as the basis of proposed measures. Issues related to mitigation implementation, such as the monitoring frequency, and responsibility will be further discussed.

The technical approach to analyzing each issue identified in the County's RFP is described in Section 4.0 Scope of Work in the CONTRACTOR'S proposal and is hereby incorporated into this scope of work. If the public review process leads to a determination that additional issues are required for examination or that particular issues require a greater depth of analysis than proposed, additional budget and a modified scope of work would be required.

Subtask 2.4 - Other CEQA Sections. This EIR sections will discuss: (1) Alternatives (2) Growth Inducing Impacts; (3) Significant Environmental Impacts/Irreversible Changes; and (4) Effects Found Not To Be Significant. The approach to each of these discussions is described below.

Alternatives. The CONTRACTOR'S proposal includes the evaluation of up to three project alternatives, including the required "no project" alternative. The impacts of all three alternatives will be assessed for each issue area. Alternatives will be analyzed as required by CEQA. The analysis will be sufficiently detailed to allow the County to select any of the alternatives as the preferred scenario. The level of significance and applicability of mitigation measures (including additional measures, if necessary) will be identified for each studied alternative.

Direct comparison must be provided highlighting the differing effects of buildout under the Project Description and the alternative being analyzed. The emphasis of the alternatives analysis must be on how the alternative meets or does not meet the objectives of the proposed project while avoiding or reducing project impacts.

The EIR will identify the "environmentally superior" alternative among the alternatives reviewed. Determination of the rationale used in making the superiority determination will be fully explained. If the "no project" alternative is determined to be the environmentally superior alternative, the EIR will identify the environmentally superior alternative among the others that are analyzed. *Growth Inducing Impacts.* This section of the EIR will examine the potential growth inducing and/or precedent setting implications of the proposed project. This section will consider: (1) potential direct and indirect impacts upon population and job growth; (2) the potential of regulatory changes and rezones to foster additional growth; and (3) the precedent setting potential of the proposed regulatory changes and rezones. Growth inducement will be discussed primarily in a qualitative manner, though the potential for direct housing and population growth will be quantified. As appropriate, mitigation measures will be identified to address potentially significant physical effects that could result from growth inducement.

Significant Environmental Impacts/Irreversible Changes. This discussion will include a summary of identified unavoidably significant impacts. In addition, it will discuss any additional irreversible physical changes to the environment that may result from the proposed Los Alamos Community Plan.

Issues Found Not to Be Significant. While not specifically required under CEQA, the EIR will include a summary of Issues Found Not to Be Significant. For these summaries, information currently contained in the Notice of Preparation will be expanded on to substantiate these findings. If substantial evidence is identified that any of these issues would warrant further discussions as a potentially significant impact, the County recognizes that additional budget may be required to more thoroughly examine the issue.

Task 3 - Draft EIR

Deliverable: Draft EIR

This task involves the production, editorial work and communication processes anticipated to prepare and publish the Draft EIR for circulation, public and agency review, and comment. The CONTRACTOR will provide the County with one (1) unbound final production version of the DEIR incorporating all changes requested by County staff, 10 (10) CDs with a copy of the DEIR in MS Word format, and ten (10) CDs with a copy of the DEIR in Adobe (pdf) format. The CONTRACTOR will also be responsible for preparing the

Notice of Availability (NOA) and Notice of Completion (NOC) associated with the Draft EIR. The County will be responsible for: filing a Notice of Completion with the State Office of Planning and Research, for printing and distributing the Draft EIR to responsible agencies and interested groups or individuals, and for receiving their written commentary. In addition, the County will give notice to all organizations and individuals who have expressed interest in receiving such notice and the notice will also be published in a local newspaper.

Task 4 - Final EIR

Deliverables: Response to comments, Administrative Final EIR, Final EIR, Mitigation Monitoring and Reporting Program, and Notice of Determination

The final formal stages of the EIR and project review process involve responding to comments, public hearings, preparation of the Mitigation Monitoring and Reporting Program (MMRP), and final publication tasks as delineated below. Following the 60-day DEIR comment period, the CONTRACTOR will be responsible for preparing responses to all comments received within the public review period, making resulting changes to the DEIR, preparing a MMRP, preparation of the Final EIR, and a Notice of Determination. County staff is responsible for preparing a Statement of Overriding Consideration, Findings of Fact.

Subtask 4.1 – Response to Comments/Administrative FEIR. The CONTRACTOR will be responsible for preparing response to comments for all public and responsible party comments received on the Draft EIR and preparing necessary EIR edits and preparing necessary EIR edits and revisions. The response shall comply with CEQA's requirements for responsiveness and detail. The CONTRACTOR will submit ten hard copies and two CDs of the Administrative Final EIR for County review. CONTRACTOR will discuss and modify, as necessary, information in the Administrative FEIR that requires such modification.

Subtask 4.2 – Mitigation Reporting and Monitoring Program. Concurrent to publication of the Administrative Final EIR, the CONTRACTOR will prepare a Mitigation Monitoring and Reporting Program (MMRP). The MMRP will be prepared using the requirements of the *State CEQA Guidelines*, and the *County of Santa Barbara Environmental Thresholds and Guidelines Manual*.

Subtask 4.3 - Publication of the Final EIR. Subsequent to County review of the AFEIR and the MMRP, the CONTRACTOR will deliver one hard copy of the Final EIR and two CDs (one CD with the Final EIR in Microsoft Word format and one CD with the Final EIR in Adobe pdf format). The CONTRACTOR will prepare the Notice of Determination (NOD) for the Final EIR. Upon certification of the Final EIR and project approval (if approved), the County will be responsible for filing the NOD with the County Clerk's office.

Task 5 – Project Management/Meetings/Hearings

Deliverables: 1 Draft EIR Public Comment meeting, 2 Planning Commission hearings, 2 Board of Supervisors hearings

The CONTRACTOR's Principal in Charge and Project Manager will attend meetings as necessary throughout the work program. In addition to the kickoff meeting (Task 1), the CONTRACTOR should anticipate attendance at meetings to review the Administrative Draft and Administrative Final EIRs. CONTRACTOR will also attend the following public meetings on dates to be determined by the County:

- *One public meeting during the Draft EIR public review period*
- *Two Planning Commission public hearings*

- *Two Board of Supervisor hearings*

As necessary, CONTRACTOR will make presentations at all public meetings and hearings.

ATTACHMENT A1
CONSULTANT COST ESTIMATE

Tasks	Cost	Total Hours	DUDEK Consultants										Clinical Specialist III \$80				
			David Stone Proj. Mgr \$180	John Cuykendall Asst. PM \$140	Jonathan Leach Planner VI \$180	Jennifer Pace Planner I \$105	Noel Walker Principal Eng. \$180	Karen Svet Proj. Mgr \$170	Jeffrey Trow Planner III \$130	Tom Evans Principal Eng. \$180	Larry Hunt Biologist \$135	GIS Specialist III \$125					
Project initiation (kickoff meeting, site visit, info)	\$ 1,920	12	6	6													
Administrative Draft EIR																	
Executive Summary	\$ 420	4					4										
Project Description	\$ 840	8					8										
Site Location and Environmental Setting	\$ 210	2					2										
Environmental Impact Analysis																	
Land Use	\$ 3,840	24	12	12													
Agricultural Resources	\$ 1,480	10	2	8													
Aesthetic/Visual Resources	\$ 2,280	14	8	6				4		20							
Wastewater	\$ 4,120	24															
Transportation / Traffic & Parking	\$ 850	6		6													
Biological Resources	\$ 4,820	36					10										
Air Quality	\$ 1,050	10					10										
Noise	\$ 1,800	10					10										
Hazardous Materials/Risk of Unsat	\$ 1,400	10					10										
Water Resources / Flooding	\$ 1,800	10					10										
Public Services - Schools	\$ 840	6					6										
Public Services - Solid Waste	\$ 630	6					6										
Historical Resources	\$ 1,080	6					6										
Consistency with Plans and Policies	\$ 2,240	16					16										
Cumulative Impacts	\$ 1,200	8					8										
Mitigation Monitoring and Reporting Impacts	\$ 1,120	8					8										
Other CEQA Mandated Sections																	
Alternatives (3)	\$ 2,120	14					14										
Growth Inducing Effects	\$ 210	2					2										
Unavoidable Significant Adverse Effects	\$ 210	2					2										
Significant Irreversible Environmental Changes	\$ 105	1					1										
Effects Found not to be Significant	\$ 105	1					1										
Graphics	\$ 2,000	16					16										
Project Administration / Production	\$ 1,500	20					20										
ADIEIR Sub-Total:	\$ 36,360	274	34	86	16	4	36	4	4	20	8	4	20	4	28	16	20
Public Draft EIR (including NOA and NOC)	\$ 11,855	83	14	28	8		11	2	2	4	2	2	2	2	2	2	8
Response to Comments / Administrative Final EIR	\$ 10,605	75	10	30	6		6	2	2	2	2	2	2	2	2	2	8
Final EIR	\$ 4,310	33	2	14	2		2	2	2	2	2	2	2	2	2	2	8
Project Management / Meetings																	
Project Management / Meetings	\$ 23,120	148	60	88													
Project Management	\$ 1,920	12	6	6													
Meetings (4)	\$ 1,280	8	4	4													
Meetings (2)	\$ 26,320																
Project Management / Meetings Sub-Total:	\$ 26,320																
Technical Analysis																	
ATE	\$ 17,200																
10% Mark-Up	\$ 1,720																
Sub-Total:	\$ 18,920																
Other Costs																	
EDR, Inc. Hazardous Materials Database Access Fee	\$ 500																
Mileage	\$ 234																
Copies	\$ 660																
CD's	\$ 18																
Other Costs Sub-Total:	\$ 1,402																
Additional Tasks																	
Noise Contour Analysis	\$ 7,200	40			40												
Additional Tasks Sub-Total:	\$ 7,200	40			40												
Sub-total Labor:	\$ 120,832	665	136	264	72	8	55	8	28	28	14	9	36	19	44		
10% Contingency:	\$ 12,083																
Base Fee + Additional Tasks + Contingency Total:	\$ 132,915																

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation at Selected Milestones (with attached Schedule of Fees)

A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$132,981** as detailed in the CONTRACTOR'S scope of work amendments in **EXHIBIT A, Attachment A1 (Dudek Cost Estimate)** and the CONTRACTOR'S hourly billing rates in **Attachment A1**, and summarized in the phases detailed herein. Billing prior to the end of fiscal year 2008-2009 on June 30, 2009 are not to exceed **\$107,825**.

<i>Phases and Milestone Tasks</i>	<i>Dates</i>	<i>Cost Not to Exceed</i>	<i>Chargeable % of total contract amount excluding contingency</i>
<i>Phase I</i>			
Task 1:-Project Initiation Task 2:- Project Description and Administrative Draft EIR	January 21, 2009 through April 23, 2009	\$59,942	45%
<i>Phase II</i>			
Task 3:-Draft EIR, (Task 6: DEIR Public Meeting)	March 1, 2009 through June 30, 2009	\$47,883	36%
<i>Phase III</i>			
Task 4:-Response to Comments on DEIR Task 5 Administrative Final EIR, and Final EIR Task 6:-Two Planning Commission and Two Board of Supervisors Hearings	July 1, 2009 through January 31, 2010	\$25,156	19%

B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A**, and the cost estimate amended per county Staff comments in **Attachment A1**, and as determined by the COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, and overhead charges, as defined in **Attachment B1 (Consultant Schedule of Charges)**. 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 hourly rates for personnel in **EXHIBIT A, Attachment A1**.

C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered and if found to be satisfactory and within the cost basis of **Attachment A1**, shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.

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

- D. CONTRACTOR may bill for direct costs (including subconsultant costs) during the preparation of the Administrative Draft EIR and the Draft EIR on a monthly basis, with the remainder of the Draft EIR milestone payment to be billed upon the delivery of the Draft EIR and subsequent attendance of the CONTRACTOR at the Draft EIR Public Meeting.
- E. CONTRACTOR may bill for hours and expenses in preparation of the next milestone in the event of a delay of more than 90 days that is beyond the CONTRACTOR'S control.
- F. Payment is due upon receipt of invoice, however COUNTY typically pays within 30 days of receipt and shall in no instance be liable for any type of late-payment charge or fee.
- G. Each invoice shall include billing itemized by task(s) and the residual contract balance.
- H. COUNTY shall issue a Notice to Proceed (NTP) to CONTRACTOR prior to commencement of each successive milestone in the Work Program. COUNTY shall not be responsible for costs incurred for work related to milestones not included in issued NTPs.
- I. 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.
- J. The release of contingency funds identified in **Exhibit A, Attachment A1**, shall only be paid with prior written authorization by the COUNTY.

ATTACHMENT B1
CONSULTANT SCHEDULE OF CHARGES



DUDEK
2009 STANDARD SCHEDULE OF CHARGES
SANTA BARBARA COUNTY LOS ALAMOS COMMUNITY PLAN EIR

Engineering Services

Project Director	\$210.00/hr
Program Manager	\$200.00/hr
Principal Engineer II	\$190.00/hr
Principal Engineer I	\$180.00/hr
Senior Project Manager.....	\$170.00/hr
Project Manager.....	\$145.00/hr
Resident Engineer.....	\$135.00/hr
Senior Engineer II.....	\$135.00/hr
Senior Engineer I	\$125.00/hr
Associate Engineer	\$115.00/hr
Project Engineer IV	\$110.00/hr
Project Engineer III	\$100.00/hr
Project Engineer II.....	\$95.00/hr
Project Engineer I.....	\$85.00/hr
Field Engineer II.....	\$110.00/hr
Field Engineer I.....	\$100.00/hr
Engineering Assistant.....	\$75.00/hr

Right-of-Way Management Services

Principal ROW Manager.....	\$170.00/hr
ROW Project Manager.....	\$140.00/hr
ROW Senior Engineer.....	\$125.00/hr
ROW Engineer.....	\$115.00/hr
ROW Technician	\$105.00/hr
ROW Research Analyst	\$75.00/hr

Environmental Services

Principal	\$210.00/hr
Senior Project Manager/Specialist	\$195.00/hr
Environmental Specialist/Planner VI	\$180.00/hr
Environmental Specialist/Planner V	\$160.00/hr
Environmental Specialist/Planner IV	\$140.00/hr
Environmental Specialist/Planner III.....	\$130.00/hr
Environmental Specialist/Planner II.....	\$115.00/hr
Environmental Specialist/Planner I.....	\$105.00/hr
Analyst	\$85.00/hr
Planning Research Assistant	\$70.00/hr

Construction Management Services

Principal/Manager	\$195.00/hr
Senior Construction Manager	\$180.00/hr
Senior Project Manager.....	\$160.00/hr
Construction Manager.....	\$150.00/hr
Project Manager.....	\$140.00/hr
Resident Engineer.....	\$135.00/hr
Construction Engineer.....	\$130.00/hr
On-site Owner's Representative	\$105.00/hr
Construction Inspector III	\$120.00/hr
Construction Inspector II	\$110.00/hr
Construction Inspector I	\$100.00/hr

Hydrogeological Services

Principal	\$205.00/hr
Practice Manager	\$185.00/hr
Sr. Environmental Engineer	\$185.00/hr
Sr. Hydrogeologist/Sr. Proj Mgr.....	\$165.00/hr
Project Manager.....	\$150.00/hr
Associate Hydrogeologist/Engineer.....	\$135.00/hr
Hydrogeologist IV/Engineer IV	\$120.00/hr
Hydrogeologist III/Engineer III.....	\$110.00/hr
Hydrogeologist II/Engineer II.....	\$100.00/hr
Hydrogeologist I/Engineer I.....	\$90.00/hr

Technician.....	\$85.00/hr
-----------------	------------

District Management & Operations

District General Manager	\$175.00/hr
District Engineer.....	\$160.00/hr
Operations Manager	\$150.00/hr
District Secretary/Accountant	\$85.00/hr
Collections System Manager.....	\$95.00/hr
Grade V Operator.....	\$100.00/hr
Grade III Operator	\$80.00/hr
Grade I Operator.....	\$55.00/hr
Operator in Training	\$40.00/hr
Collection Maintenance Worker II.....	\$55.00/hr
Collection Maintenance Worker I	\$40.00/hr

Office Services

Technical/Drafting/CADD Services

3D Graphic Artist.....	\$140.00/hr
Senior Designer	\$120.00/hr
Designer.....	\$105.00/hr
Assistant Designer	\$85.00/hr
GIS Specialist IV	\$135.00/hr
GIS Specialist III.....	\$125.00/hr
GIS Specialist II.....	\$110.00/hr
GIS Specialist I.....	\$100.00/hr
CADD Operator II.....	\$95.00/hr
CADD Operator I.....	\$85.00/hr
CADD Drafter	\$80.00/hr
CADD Technician.....	\$70.00/hr

Surveying Services (Coachella Valley)

Professional Land Surveyor	\$160.00/hr
3-Person Survey Crew	\$235.00/hr
2-Person Survey Crew	\$205.00/hr
1-Person Survey Crew	\$110.00/hr
Survey Analyst	\$110.00/hr
Asst. Survey Analyst/CADD Mapper	\$80.00/hr

Support Services

Technical Editor III	\$130.00/hr
Technical Editor II.....	\$110.00/hr
Technical Editor I.....	\$90.00/hr
Publications Assistant III	\$90.00/hr
Publications Assistant II.....	\$80.00/hr
Publications Assistant I.....	\$70.00/hr
Clerical Administration.....	\$80.00/hr

Forensic Engineering – 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 55.0 cents per mile. 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 thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

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

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

Indemnification pertaining to Professional Services:

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

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

INSURANCE

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

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of

Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

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

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

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

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

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

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

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

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



ATTACHMENT C1
DUDEK INSURANCE CERTIFICATE

PRODUCER Phone: (360) 598-3700 Fax: (360) 598-3703
MICHAEL J. HALL & COMPANY
 A/E INSURANCE SERVICES
 19660 10TH AVENUE N.E.
 POULSBO WA 98370

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS-AFFORDING COVERAGE

NAIC #

Agency Lic#: 0792445

INSURED
DUDEK
 605 3RD STREET
 ENCINITAS CA 92024

INSURER A: **FIREMAN'S FUND INSURANCE CO.**
 INSURER B: **GREENWICH INSURANCE COMPANY**
 INSURER C:
 INSURER D:
 INSURER E:

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	MZG80893958	08/28/08	08/28/09	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED. EXP (Any one person)	\$ 10,000
		<input checked="" type="checkbox"/> OCP, XCU, BFPD				PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE	\$ 2,000,000	
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PRODUCTS-COMP/OP AGG.	\$ 2,000,000	
A		AUTOMOBILE LIABILITY	MZG80893958	08/28/08	08/28/09	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> NON-OWNED AUTOS			AUTO ONLY - EA ACCIDENT	\$	
		GARAGE LIABILITY			OTHER THAN AUTO ONLY: EA ACC	\$	
		<input type="checkbox"/> ANY AUTO			AUTO ONLY: AGG	\$	
A		EXCESS / UMBRELLA LIABILITY	CGX81219081	08/28/08	08/28/09	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WZC80966641	08/28/08	08/28/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE-EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE-POLICY LIMIT	\$ 1,000,000
B		OTHER: PROFESSIONAL LIABILITY POLLUTION LIABILITY CLAIMS MADE POLICY	PEC002403101	08/28/08	08/28/09	\$1,000,000 PER CLAIM \$1,000,000 AGGREGATE RETRO DATE: 1/1/70	

RECEIVED
 JAN 05 2008
 S.B. COUNTY
 LONG RANGE PLANNING

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

Project Name: Los Alamos Community Plan Update EIR

County of Santa Barbara is an additional insured per written contract or agreement between insured and insured's client on the Commercial General Liability and Automobile Liability Policies as respects liability arising out of activities by or on behalf of the named insured

CERTIFICATE HOLDER

County of Santa Barbara
 Office of Long Range Planning
 30 East Figueroa Street, 2nd Floor
 Santa Barbara, CA 93101

Attention:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, IT'S AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ashley L. Hurd
 Ashley L. Hurd

Additional Insured - Owners, Lessees or Contractors - Completed Operations - CG 20 37 10 01

Policy Amendment(s) Commercial General Liability

Insured: Dudek

Policy Number: MZG80893958

Producer: Ashley L. Hurd, CIC, CRM

Effective Date: 08/28/08 to 08/28/09

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

Schedule

Name of Person or Organization:

Location And Description of Completed Operations:

Additional Premium:

(If no entry appears above, information required to complete this Endorsement will be shown in the Declarations as applicable to this Endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your work at the location designated and described

in the schedule of this endorsement performed for that insured and included in the products-completed operations hazard.

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies as named in the policy



Secretary



President



Contract Summary Form:

Contract Number : BC-09-076

- D1. Fiscal Year..... : FY 08-09, 09-10
- D2. Budget Unit Number (plus -Ship/-Bill codes in paren's): N/A
- D3. Requisition Number : N/A
- D4. Department Name : Planning & Development/Long Range Planning
- D5. Contact Person..... : Derek Johnson, Deputy Director
- D6. Phone : x. 2072

- K1. Contract Type (check one): Personal Service [] Capital Project/Construction
- K2. Brief Summary of Contract Description/Purpose : Prepare EIR for the Los Alamos Community Plan Update
- K3. Original Contract Amount : \$132,981
- K4. Contract Begin Date : January 28, 2009
- K5. Original Contract End Date..... : January 31, 2010
- K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtTo</u>	<u>DateNew</u>	<u>TotalAmt</u>	<u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
			\$			\$		
- K7. Department Project Number..... : 4030/429

- B1. Is this a Board Contract? (Yes/No) : Yes
- B2. Number of Workers Displaced (if any) : 0
- B3. Number of Competitive Bids (if any) : 4
- B4. Lowest Bid Amount (if bid) : 132,891
- B5. If Board waived bids, show Agenda Date :
- B6. ... and Agenda Item Number : #
- B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶): Yes

- F1. Encumbrance Transaction Code :
- F2. Current Year Encumbrance Amount..... : \$107,825
- F3. Fund Number : 0001
- F4. Department Number : 053
- F5. Division Number (if applicable) :
- F6. Account Number..... :
- F7. Cost Center number (if applicable)..... :
- F8. Payment Terms : Net 30

- V1. Vendor Numbers (A=uditor; P=urchasing)..... :
- V2. Payee/Contractor Name..... : Dudek
- V3. Mailing Address..... : 621 Chapala Street
- V4. City State (two-letter) Zip (include +4 if known) : Santa Barbara, CA 93101
- V5. Telephone Number : 805-963-0651 x. 3525
- V6. Contractor's Federal Tax ID Number (EIN or SSN) : 95-3873865
- V7. Contact Person..... : David Stone
- V8. Workers Comp Insurance Expiration Date..... : August 28, 2009
- V9. Liability Insurance Expiration Date[s] (General and Professional) : March 17, 2009
- V10. Professional License Number..... : # not applicable
- V11. Verified by (name of County staff)..... : Bret McNulty
- V12. Company Type (Check one): [] Individual [] Sole Proprietorship [] Partnership Corporation

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

Date : _____ Authorized Signature: _____

