

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 Amec Foster Wheeler with an address at 104 East Anapamu Street Suite 204A, Santa Barbara, CA 93101 (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

Joyce Gerber at phone number 805-568-3518 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Rita Bright at phone number 805-962-0992 ext. 224 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: Joyce Gerber, County of Santa Barbara Planning and Development, 123 E. Anapamu Street, Santa Barbara, CA 93101

To CONTRACTOR: Rita Bright, Amec Foster Wheeler, 104 East Anapamu Street Suite 204A, Santa Barbara, CA 93101.

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 or after April 9, 2015 and end performance upon completion, but no later than July 1, 2017 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing

shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this

Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

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

any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the

term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. **SECTION HEADINGS**

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

21. **SEVERABILITY**

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

22. **REMEDIES NOT EXCLUSIVE**

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

23. **TIME IS OF THE ESSENCE**

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. **SURVIVAL**

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

32. **PRECEDENCE**

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

33. **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.

34. **HANDLING OF PROPRIETARY INFORMATION**

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

- A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of CONTRACTOR working on the project who have a need to use the material.
- B. Upon conclusion of CONTRACTOR'S work, CONTRACTOR shall return all copies of the material direct to party providing such material. CONTRACTOR shall contact COUNTY to obtain the name of the specific party authorized to receive the material.

35. **IMMATERIAL CHANGES**

CONTRACTOR and COUNTY agree that immaterial changes to the Statement of Work (time frame and mutually agreeable Statement of Work 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.

36. **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.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Amec Foster Wheeler**.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Planning & Development

CONTRACTOR:

Amec Foster Wheeler

By: _____
Department Head

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theo Fallati, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A
STATEMENT OF WORK

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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 **\$118,825**. This includes \$99,943 approved under Purchase Order No. CN17890 to prepare an Environmental Impact Report (EIR) for the Cate School Master Plan Update project (Case No. 13RVP-00000-00009) and an augmentation request of \$18,882 for additional unanticipated work required to complete the EIR.
- 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** 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**.
- C. Each month, 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.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements

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, and/or liability 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.

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. This Indemnification provision shall survive any expiration or termination of this Agreement.

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The 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.
9. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

ATTACHMENT 1

Exhibit A-1

Proposal for Additional Work

July 7, 2016

Ms. Joyce Gerber
Senior Planner
County of Santa Barbara
Planning & Development
123 East Anapamu Street
Santa Barbara, California 93101

Subject: Request for Modification #2, Cate School Master Plan Update Environmental Impact Report (EIR): Response to Comments and Final EIR Preparation

Ms. Gerber,

As we have discussed, Amec Foster Wheeler requests approval of a contract amendment (Modification #2) based upon extensive additional work to perform environmental services for the Cate School Master Plan Update Environmental Impact Report (EIR). Such work involves continued adjustments to the analysis resulting from ongoing changes to the Project Description and additional effort related to the public comments received on the Draft EIR. Amec Foster Wheeler has defined the scope amendments as noted below by EIR tasks. Essentially, the additional effort relates to:

1. Project Description revisions including the proposed use of a natural gas-powered generator and an updated inventory of dormitory and residential uses and square footages onsite.
2. The need to re-model air quality and Greenhouse Gas emissions models based on new information related to the proposed gas-powered generators
3. Required revisions to Air Quality, GHG, and other analyses based on Project changes
4. Additional review to ensure internal consistency of resource analyses due to changes in the Project Description, Air Quality, and GHG analyses
5. Full response to public comments exceeding our contracted assumption of 35 discrete comments.

Task 3. Project Description

Cate School has provided some additional clarification and minor project modifications that requires revision to the Project Description. These changes will also be reflected throughout the EIR. For example, the change in the use of a gas-powered generator will require changes to the noise, air quality, and greenhouse gas section.

Task 6. Response to Comments

Amec Foster Wheeler has completed our initial review of the comments received on the Draft EIR for the Cate School Master Plan. Comments were received during the 45-day public comment period for the Draft EIR, ending May 9, 2015, included written comments from one agency, one company, one organization, and three individuals. Three oral testimonies were received from three individuals during the Public Hearing on April 21, 2016.

Index of Comments Received on the Draft EIR

Commenter Number	Name of Commenter	Number of Comments
Agency		
1	Carly Barham, Air Quality Specialist, Santa Barbara County Air Pollution Control District (SBCAPCD)	9
2	Carly Barham, Air Quality Specialist, Santa Barbara County Air Pollution Control District (SBCAPCD)	-
Company		
3	Jonathan V. Leech, Dudek, and Richard C. Monk, Hollister & Brace	56
4	Heidi Jones, Suzanne Elledge Planning & Permitting Services, Inc.	34
Individual		
5	Phillip Vedder	15
6	Rachel Vedder	6
7	Sarah Vedder	7
Oral Testimonies		
8	Richard C. Monk	5
9	Sarah Vedder	5
10	Phillip Vedder	7
Total		144

New information was provided in the letter from Sandi Pierce on behalf of Cate School regarding the operation of the wastewater treatment plant and noise generated from the public address (PA) system. Potentially significant questions were raised about the clarity of the

Project Description and the number of students and teachers residing onsite and offsite. Comments received included anecdotal descriptions of the school and living conditions.

Comments from the Santa Barbara Air Pollution Control District (APCD) requested that a Health Risk Assessment (HRA) be prepared for the emergency generators reliant upon diesel fuel. We understand that the applicant has revised the Project to provide gas-powered generators to alleviate this concern. We will need to review the Project revisions and re-model air quality and GHG emissions to ensure that potential threshold issues are addressed.

Amec Foster Wheeler has identified 144 comments, including approximately 100 unique and discrete comments that require responses. Our scope included time to prepare responses to up to 35 discrete comments generated from either agency or individual comment letters. Amec Foster Wheeler will review the applicant's drafted responses to comments and where appropriate, will build upon such responses and/or incorporate into the Administrative Final EIR; however, we must ensure our responses are developed using independent and objective analyses.

Task 7. Administrative Final EIR

In addition to additional effort required to prepare responses to each comment, additional effort will also be required to prepare the Administrative Final EIR. Several of the comments received on the Draft EIR provided additional information require review and possible revisions to the environmental settings. As an example, information regarding formal odor complaints from the Vedders was not provided by Cate School; the settings must be revised to accurately historical odor complaints to ensure an accuracy with historical baseline issues.

Please see attached Table 1 for details supporting the request of contingency funds.

Total Funds Requested: \$18,882.

We appreciate your review and consideration of our request. Please let Rita Bright – rita.bright@amecfw.com / 805.962.0992 x224 – know if you have any questions or comments related to this request.

Respectfully submitted,

Amec Foster Wheeler, Inc.



Aaron Goldschmidt, VP
Project Principal and Environmental Science Practice Lead

ATTACHMENT 1

Exhibit A-2

Tasks and Labor Summary

Amec Foster Wheeler Environment & Infrastructure, Inc.

(AMEC reserves the right to move budget between tasks)

CLIENT: County of Santa Barbara
PROJECT: Cate School Master Plan Update Project EIR
Date of Estimate: July 8, 2016

				TASK 3		TASK 6		TASK 7		TOTAL PROJECT	
				Update Project Description		Response to Comments		Proposed Final EIR			
DIRECT LABOR :	TITLE	NAME	RATE	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT
Professional Level 625	Project Principal	Rita Bright	\$135.00	2	\$270	10	\$1,350	6	\$810	18	\$2,430
Professional Level 619	Project Manager	Kristina Tierney	\$90.00	8	\$720	24	\$2,160	16	\$1,440	48	\$4,320
Professional Level 615	QA/QC Technical Manager	Erika Leachman	\$115.00	2	\$230	4	\$460	2	\$230	8	\$920
Professional Level 615	Air Quality Specialist	Steve Ochs	\$130.00	0	\$0	0	\$0	8	\$1,040	8	\$1,040
Professional Level 615	Noise Analyst	Brian Cook	\$120.00	0	\$0	1	\$120	0	\$0	1	\$120
Professional Level 612	Senior Environmental Analyst	Nick Meisinger	\$85.00	0	\$0	4	\$340	0	\$0	4	\$340
Professional Level 604	Environmental Analyst	Taylor Lane	\$70.00	20	\$1,400	40	\$2,800	40	\$2,800	100	\$7,000
Professional Level 612	Project Administrator	Rosann Malloch	\$100.00	1	\$100	1	\$100	1	\$100	3	\$300
Administrative Level 809	Word Processing	Janice Depew	\$75.00	1	\$75	2	\$150	6	\$450	9	\$675
Administrative Level 807	Administrative	Rita Samaniego	\$65.00	1	\$65	2	\$130	3	\$195	6	\$390
	TOTAL DIRECT LABOR			35	\$2,860	88	\$7,610	82	\$7,065	205	\$17,535
SUBCONTRACTORS:											
Deirdre Stites - Graphics	Graphics	Dierdre Stites	\$68.00	6	\$408	6	\$408	6	\$408	18	\$1,224
Subtotal Subcontractors				6	\$408	6	\$408	6	\$408	18	\$1,224
Subcontractor Markup	10%				\$41		\$41		\$41	0	\$123
	TOTAL SUBCONTRACTORS			6	\$449	6	\$449	6	\$449	18	\$1,347
OTHER DIRECT COSTS:											
Shipping					\$0		\$0		\$0		\$0
Travel	Mileage charged at \$0.57 per mile		\$0.57	0	\$0	0	\$0		\$0		\$0
Subtotal ODCs					\$0		\$0		\$0		\$0
ODCs Markup	10%				\$0		\$0		\$0		\$0
	TOTAL ODCs				\$0		\$0		\$0		\$0
	TOTAL PROJECT 'NOT-TO-EXCEED' ESTIMATE			35	\$3,309	88	\$8,059	82	\$7,514	205	\$18,882

ATTACHMENT 1

Exhibit A-3

Scope of Work under PO No. 17890



April 1, 2015

Ms. Joyce Gerber
County of Santa Barbara,
Planning & Development Department
123 East Anapamu Street
Santa Barbara, CA 93105

Subject: Updated Scope for the Proposal to Prepare an Environmental Impact Report for the Cate School Master Plan Update Project

Dear Ms. Gerber,

Amec Foster Wheeler Environment & Infrastructure, Inc. (AmecFW) is pleased to present our updated scope of work and associated cost spreadsheet for our proposal to prepare a focused Environmental Impact Report (EIR) for the Cate School Master Plan Update Project (Project). This update includes the changes discussed at our initial startup meeting on March 31, 2015, including additional technical analyses for the Noise and Air Quality and Greenhouse Gas Emissions sections. We have also reduced the scope for the Agricultural Resources and Biological Resources sections, as discussed, and included them in the evaluation of secondary resources areas. This proposal includes the addition of Mr. Darin Miller, PE, to the team to perform review of existing and proposed wastewater treatment plant facilities and supplement our air quality analysis related to potential for nuisance odor.

Should you have additional questions, or need clarification on the attached scope of work, please feel free to contact me or Ms. Rita Bright in AmecFW's Santa Barbara office at (805) 962-0992 x224 or rita.bright@amecfw.com. We look forward to working with you.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Aaron P. Goldschmidt".

Aaron P. Goldschmidt
Vice President
Environmental Planning and Natural Resources Program

Amec Foster Wheeler Environment & Infrastructure, Inc.
104 West Anapamu Street, Suite 204A
Santa Barbara, CA 93101

IV. STUDY METHODOLOGY

IV.A. GENERAL DESCRIPTION OF CEQA METHODOLOGY

AmecFW understands that the County intends to prepare a focused EIR on key project-specific environmental issues. Based on the Project's Scoping Document, MND, Project plans, public comments expressed at the March 3, 2015 scoping meeting, and the County's assessment of the key issue areas expressed in both the February 10, 2015 Request for Proposal and at the March 31, 2015 initial startup meeting, AmecFW recommends the preparation of three primary resource evaluations, including Air Quality / Greenhouse Gas Emissions, Noise, and Fire Protection. All other sections would be concisely summarized, including review of the analysis, public comments, and any proposed mitigation measures for each of the issue areas addressed in the Scoping Document and MND. As the Project is located within the Coastal Zone, this analysis would include review of the Project's consistency with the Coastal Land Use Plan (CLUP) and Article II, Coastal Zoning Ordinance.

AmecFW proposes to prepare the Project EIR with the following format:

Executive Summary: The EIR would include an Executive Summary with a brief project description, project history, a brief description of impacts found not to be significant, issues of known public controversy, a matrix summarizing impacts and mitigation measures, and discussion of project alternatives. As potentially the most used portion of an EIR, AmecFW would prepare the Executive Summary in an easily accessible format.

Introduction: The Introduction sets the stage for overall project consideration, the EIR's role in decision-making, the Project's overall purpose and need, and a discussion of potential areas of controversy. AmecFW will work with County staff to ensure that the Introduction provides:

- A clear purpose and need statement for the Project in support of clearly defined objectives;
- A clear discussion of goals, objectives, and fulfillment of needs, introducing the Project's relation to County's objectives, goals, and policies;
- An introduction to the overall purpose of the EIR;
- A summary of the public review and project approval process;
- An overview of state standards for adequacy of the EIR, pursuant to CEQA Guidelines §15151; and,
- A general discussion of the use of a Focused EIR to address key areas of concern while also providing more concise analyses for resource and service analyses that have been found to be less than significant as determined in the EIR Scoping Document and MND.

Environmental Setting: The Environmental Setting will provide an overview of the existing physical setting with a focus on key features and known environmental issues. AmecFW would describe the environmental setting and use appropriate photographs, maps, and diagrams to facilitate understanding of the area's

environment, including a description of surrounding land uses along with regional vicinity, project location, and appropriate planning area maps. AmecFW will coordinate with County staff to ensure that this baseline accurately reflects known information and conditions.

Project Description: The Project Description summarizes key elements of the proposed Project and includes Project area maps to supplement environmental setting figures, project history, and the relationship of the proposed Project to the County's Coastal Land Use Plan as well as Coastal Zoning Ordinance regulations. AmecFW will prepare the Project Description in advance of impact analysis, focusing on document clarity and accessibility to ensure the Project Description provides sufficient details to support environmental analysis and clearly identifies key project objectives to support analysis of a range of project alternatives. AmecFW recognizes that a clearly defined set of project objectives is central to supporting the alternatives analysis and is thus key to the EIR's legal defensibility.

AmecFW would work with the County to ensure clear maps and graphics are employed to depict the development plan and other proposed changes to the Project area in support of key issues and analyses. AmecFW will build upon existing maps, technical studies, and Project plans to clearly convey all potential improvements and development.

Environmental Analysis: AmecFW's general approach to the format and content of the Focused EIR is presented below. As a focused EIR, the document will include detailed review of three key primary issues of noise, air quality and GHG emissions, and fire protection. Primary environmental resource analyses would include the following subsections:

- *Existing Setting* describes the physical and human environmental setting that forms the baseline for the analysis of the Project and alternatives impacts. For this Project, this will include a description of the Project area, including existing Cate School development and uses. Setting descriptions will build upon existing documents, technical reports, and data.
- Local, State, and Federal requirements for the resource areas are summarized in *Regulatory Setting*.
- The thresholds for determining impact significance and the impact analysis methodology are included in *Environmental Impacts*, consistent with the County's adopted Environmental Thresholds (2008).
- The *Proposed Project Impacts, Mitigation Measures, and Residual Impacts* will subsequently be identified. Each mitigation measure will include a stated condition, along with a mitigation monitoring component (*plan requirements, timing, and monitoring responsibility*).
- A clear statement of *Residual Impact* after the application of mitigation for each resource area.
- A statement regarding the impact of the Project in conjunction with implementation of other past, present, and probable future projects will be presented in *Cumulative Impacts*.

Secondary environmental resource areas will also be concisely summarized in a separate section that includes review of each of the issue areas addressed in the Scoping Document and MND and not included as a primary resource area in this EIR. The analysis for each of these resource issues will include:

- Review of the analysis performed for the Scoping Document and MND, and a summary of the existing setting, applicable policies and regulations, thresholds, impact analysis, and mitigation measures.
- Integration of public comments received as an outcome of the MND and NOP processes as well as comments to be received during the Draft EIR public comment period (e.g. light pollution upon surrounding neighbors, bicycle safety on Casitas Pass Road, etc.) would be addressed in the appropriate resource discussion (e.g., Aesthetics/Visual Resources, Transportation/Circulation).
- Mitigation measures would be reviewed and updated as appropriate based on any changes to the Project or suggested improvements to previously proposed mitigation.

IV.B. SCOPE OF SERVICES

AmecFW would structure the analysis within the EIR to address overall impacts of the proposed Project using a format similar to other AmecFW prepared County EIRs. To the extent possible, AmecFW will incorporate and build upon data and analysis from the Scoping Document, MND, technical documents prepared in support of this Project, other relevant County planning and environmental documents, and any other recent and relevant environmental documents or technical studies. Throughout this environmental assessment process, AmecFW would work closely with County staff to ensure analysis supplements previous studies and craft mitigation measures that appropriately address project impacts while maintaining consistency with existing County policies and development standards. AmecFW will focus evaluation on the following resource areas:

AIR QUALITY AND GREENHOUSE GAS EMISSIONS

The Air Quality section would document existing climatic and air quality conditions in Santa Barbara County, relevant Air Pollution Control District (APCD), State, and Federal regulatory standards and thresholds, and describe attainment/non-attainment pollutants for the South Central Coast Air Basin. Based on net new trip generation estimates provided in the Project's Transportation Study and available programmatic information on stationary source emissions, AmecFW's team would address impacts associated with both localized and regional air quality issues.

This section of the EIR will also briefly evaluate the GHG emissions associated with the proposed land uses and identify the need for additional mitigation measures where necessary. The analysis will consider both potential short-term construction-related and potential cumulative impacts to GHG emissions associated with development of the study area.

AmecFW recognizes that potential air quality and GHG impacts associated with construction and operation over the life of the Project would be incremental, with construction-related GHGs being released during different phases of development. However to provide a defensible analysis of potential Air Quality and GHGs impacts, AmecFW's team would perform the following tasks, incorporate relevant and timely information from existing technical reports:

- Provide a brief up-to-date description of the current regulatory setting regarding Air Quality and GHGs and identify both direct construction and operational emissions.
- Assess both potential short-term construction-related impacts to local air quality and potential long-term impacts to air quality associated with the proposed development (e.g. due to enrollment increase, community use of the childcare center, staffing increase). The analysis will be conducted in conformance with the Santa Barbara County Air Pollution Control District's (APCD's) *Scope and Content of Air Quality Sections in Environmental Documents*. Particular attention will be paid to potential impacts of emissions and particulates on adjacent properties and agricultural operations.
- Calculate emissions using the California Emissions Estimator Model (CalEEMod) Version 2013.2.2 or latest version, adjusted using data from the Project's traffic study.
- Per the APCD's *Scope and Content of Air Quality Sections in Environmental Documents*, GHG emissions from mobile sources (autos and trucks) will be estimated using CalEEMod to the extent possible based on the Project's traffic study. If data is readily available, operational sources (water heating and space heating equipment), and indirect emissions from electricity usage and other activities (such as solid waste disposal, water conveyance, and wastewater conveyance and treatment) will be estimated using CalEEMod.
- Review the odor analysis that was previously performed for the wastewater treatment system, using existing baseline information from this report to support expanded analysis.
- Perform an updated odor analysis for the wastewater treatment system, including a summary of standards for odors, a review of existing emission measurements and/or estimates (provided by the applicant), a technical analysis of potential odor impacts using AERMOD, and an analysis of proposed control methods.
- Assess consistency with the policies and measures recommended by the APCD and the Clean Air Plan related to attainment and maintenance of State and Federal ambient air quality standards.
- Identify mitigation measures for air quality and GHG impacts as necessary and describe any residual impacts.

AmecFW's Air Quality Engineer, Steve Ochs, PE, and Project Engineer, Darin Miller, PE, will oversee this effort with assistance from environmental analyst, Julia Pujo.

NOISE

Development of the proposed Project would occur within a quiet rural area and may result in the exposure of persons to or the generation of noise levels in excess of standards established in the County Noise Element due to construction, traffic noise, or from other activities within the Project area. In such rural areas, although often not significant based on adopted noise standards, nuisance noise levels can also be of concern to rural area residents. Noise sources within the Project area include Cate School operations, as well as area roadways and agricultural operations. The primary sources of noise from the Project site include sporting events, student events, and general noise related to day-to-day educational, boarding, and recreational activities. Amplified sound occurs on the Project site during the school's 13 to 16 sporting events and 6

student activities; these events occur annually and include use of the school's portable PA system. The Project proposes to revise the CUP to authorize continued use of this system with specified restrictions (e.g., frequency, location, and timing). In addition to Cate School operations, the area experiences noise from traffic on Casitas Pass Road (HW-192) and Lillingston Canyon Road as well as nuisance noise during planting and harvest for surrounding agricultural operations. To address potential impacts related to noise, AmecFW's team would:

- Describe the existing noise setting, accounting for both the rural nature of the area and ongoing noise generated at Cate School from outdoor events and other noise generating activities at the Cate School, as well as noise from the roadway corridor and surrounding agricultural operations and other uses.
- Review the previous noise study prepared in support of the analysis in the Scoping Document and MND prepared for this Project.
- Prepare a technical analysis of potential noise generated by the proposed use of the portable PA system, daily activities at the daycare, and operation and use of the proposed HVAC equipment and diesel generators. This analysis would include performing noise measurements during one (1) sporting event and one (1) evening school event that use the portable PA system to amplify sound. Measurements would be performed at various locations along the property line.
- Consider both short-term construction impacts and long-term impacts in the context of the rural nature of the area and ongoing noise generated at Cate School and from existing agricultural operations. The construction analysis will identify sensitive receptors within the vicinity of anticipated development. Construction-related noise at sensitive receptor locations will be described based on typical construction noise levels reported standards and distance to receptor locations.
- Analyze long-term impacts based on increased traffic along roadways, changes or intensification in Cate School operations, including outdoor events and expansion of childcare center enrollment opportunities. AmecFW will use available noise data, existing information on rural or semi-rural noise levels, and past environmental documents (e.g., Cate School MND) to determine whether the land use changes may result in exposure to excessive noise.
- Assess the adequacy of recommended mitigation measures proposed in the Scoping Document and MND to reduce noise levels, and describe potential for noise levels to exceed regulatory standards or to create a substantial nuisance to the current neighborhood setting. Additional noise attenuation measures will be developed if required to address any identified significant impacts and residual impacts if any, will be identified.

Brian Cook, AmecFW's senior noise analyst, would prepare this section with assistance from environmental analyst, Julia Pujo.

FIRE PROTECTION

Development permitted under the proposed Project would incrementally increase exposure of new residents and structures to wildfire hazards and associated increased demand for fire protection services. Most of the Project area is designated as a Very High Fire Hazard Severity Zone by the County of Santa Barbara. The

Santa Ynez Mountains have not burned in this region in several decades and support mature standards of highly flammable chaparral and oak woodland habitats proximate to the site. In particular, fire hazards relate to potential exposure of the site to a major wildfire driven by “sundowner” winds that can rapidly sweep down from the Santa Ynez Mountains, potentially necessitating evacuation of School employees and students.¹ Cate has 11 Sports Utility Vehicles and 3 school busses on site to ensure sufficient vehicle capacity to evacuate students off campus in an emergency. To address these concerns, proposed development at Cate School would be designed with defensible space around all new structures which would be designed to meet applicable building standards for fire resistance. New public buildings have fire/life safety systems (sprinklers, pull stations, CO2 sensors, etc). Cate School’s existing emergency fire procedures include regular fire drill practice for students and employees, and the Student handbook has a section on fire safety procedures with designated responsibilities for students and dorm supervisors.

Fire protection services to the site are provided by the Carpinteria-Summerland Fire District (CSFD) with mutual aid during major events provided by the Montecito Fire Protection District, Santa Barbara County Fire and the Los Padres National Forest from the nearby Rincon Fire Station. Wildfire planning and response is addressed by the CSFD through a number of programs, including the Community Wildfire Protection Plan (CWPP 2012). Emergency access to the Cate School, particularly during a wildfire event is critical to ensure adequate and timely response from the fire district. Fire District standards generally require minimum road widths and grades, primary and secondary access to new structures as well as clearance of vegetation along access routes. However, the rural location of the Cate School and access along narrow rural roads and driveways may present response challenges. To assess potential fire hazard impacts, AmecFW would:

- Describe the existing setting with regards to fire hazards, including existing areas of native chaparral and oak woodland vegetation onsite or proximate to proposed new structures and relative fuel loading, existing onsite fire protection facilities (e.g., water storage, hydrants), existing adopted fire management plans and procedures and emergency evacuation plans.
- Assess fire protection issues associated with proposed new development (e.g., access, response times, defensible space, water supply etc). Review available information on fire protection services in the Project area, including the 2012 CWPP, and confirm any known fire protection service issues or demands associated with existing operations at the Cate School through consultation with appropriate fire service providers to inform the analysis.
- Build upon existing information on local road and internal school circulation and trip generation information from the Project’s traffic study to evaluate the adequacy of emergency ingress and egress routes for Cate School and the surrounding neighborhood, including likely evacuation routes and any designated assembly points.
- Review water supply, storage, and fire flow systems that would service the proposed Project, including hydrant fire flow test data, daily maximum usage rates, and proposed users data. Our team would consult with the CSFD and Carpinteria Valley Water District to verify adequate water storage and water delivery

¹ Based upon available materials, Cate School does not appear to practice “shelter in place”.

capabilities associated with both existing and pending development projects within the Project vicinity. AmecFW would build upon this information to accurately describe existing and proposed fire protection improvements, assess proposed storage capacity and fire flow capabilities, and identify any additional needed improvements to serve this area.

- Review and confirm existing staffing, equipment, and response times from fire protection agencies, specifically CSFD and any supporting stations.
- Review and consider adequacy of existing fire evacuation plans, procedures and capabilities.
- Evaluate the potential impacts of exposure of the proposed project and new structures, students and employees to a wildland fire and the adequacy of existing and planned measures to address such a major incident.
- Assess potential for the Project to increase risk of fire, and increased demand for fire protection or other public services associated with the proposed development, including an evaluation of the cumulative effects of regional development trends.
- Identify mitigation measures necessary to reduce fire hazard impacts, including Project modifications, improved campus fire management procedures, staff and student body training or components that minimize risk of fire and increased demand on existing CSFD resources and abilities to respond adequately to fire and assess any residual impacts.

Nick Meisinger, AmecFW's senior environmental analyst and Julia Pujo, AmecFW's environmental analyst would perform this analysis.

SECONDARY RESOURCE AREAS AND ADDITIONAL CEQA SECTIONS

The Focused EIR will include review of the analysis performed in the Scoping Document and MND for each of the resources areas that are addressed in these documents; this effort would include peer review of the technical reports prepared in support of these documents. The review of secondary CEQA issues will include a thorough review of proposed mitigation measures as well as updates and additions as appropriate based on changes to the Project or suggested improvements to the proposed mitigation. The topics that would be reviewed as well as additional CEQA sections are discussed in Table 1.

Table 1: Secondary Resource Areas and Additional CEQA Sections

Aesthetic/Visual Resources. This section is anticipated to require a higher level of review based on public comments provided during the March 3, 2015 scoping meeting related to existing light pollution emanating from the Project site and the potential for added light pollution with the proposed development. AmecFW will supplement prior analysis to evaluate potential effects associated with increased night lighting, associated effects upon the visual character of the neighborhood and potential mitigations to reduce possible impacts.

Agricultural Resources. Development of the proposed Project would result in removal and permanent conversion of approximately 0.5 acres of avocado trees within an existing orchard on the approximate 5-acre onsite parcel (APN 001.040-041) due to drainage improvements, including installation of subsurface water storage facilities to support the proposed development. This existing orchard is designated "Unique Farmland" by the State's Important Farmlands Map and may face potential impacts upon neighboring avocado orchards due to the Project's construction activities that would result in dust generation. AmecFW would review and supplement the information and analysis included in the Scoping Document and MND, including (1) the existing regulatory framework with regard to Agricultural Resources, with particular attention to the County of Santa Barbara's Comprehensive Plan, including the Agricultural Element and the County's Right-to-Farm Ordinance, and (2) the determination of potential Project impacts relating to the permanent conversion of agricultural land and any secondary impacts to nearby agricultural lands. If appropriate, AmecFW would provide recommendations for mitigation measures to reduce potential impacts to agricultural resources.

Biological Resources. The Project site encompasses a diverse range of habitats and is in close proximity to Environmentally Sensitive Habitats in Carpinteria and Gobernador Creeks, which are both designated as critical habitat for southern steelhead (an endangered species); Carpinteria Creek is currently undergoing restoration to improve steelhead habitat and fish passage. The majority of the Project's development is proposed to occur in previously developed areas; however, some of the structures (e.g., the faculty housing) are located in areas of limited disturbance and would require removal of coast live oaks and may result in incremental direct loss of vegetation and habitats, potential interference with wildlife, and possible secondary consequences, such as indirect impacts to riparian habitats. Additionally, the proposed storm water detention facilities (e.g., basins, tanks) adjacent to Carpinteria Creek appear to lie within the 100-foot creek buffer.

AmecFW would review and validate the findings of recent biological studies (County of Santa Barbara 2012, Arcadis 2013), and supplement the previous Scoping Document and MND analysis to reflect existing circumstances, including any new information (e.g., sensitive species). Our team would also review and update the analysis in the Scoping Document and MND regarding potential direct and indirect impacts of the Project on biological resources, particularly oaks and oak habitats, riparian corridors, and special status species due to project construction and operation. This would include review of the proposed mitigation measures and identification of any potential modifications or additions to these measures that would help reduce impacts to biological resources, both onsite and offsite, resulting from the proposed Project (e.g., increased setbacks, restoration requirements, relocation of development proximate to sensitive resources, etc.).

Cultural Resources. AmecFW would review the analysis and mitigation measures included in the Scoping Document and MND, as well as the Phase I cultural report prepared in support of the Project, and would provide recommendations for an updates or changes to the mitigation measures, as necessary.

Energy. The proposed Project would result in approximately a 50 percent expansion in structural floor area, which would result in additional energy demand. Although new construction would incorporate green building techniques, total energy use may increase. In addition to providing third party review of the analysis included in the Scoping Document and MND, AmecFW would estimate the potential change in energy use and incorporate mitigation measures, if appropriate, to reduce potential impacts.

Table 1: Secondary Resource Areas and Additional CEQA Sections

Geologic Processes. AmecFW would review of the analysis and mitigation measures included in the Scoping Document and MND, as well as the January 2013 Geotechnical Study. In addition, AmecFW would assess potential impacts from development of proposed faculty housing sited on a hillside in excess of 20 percent slope. If appropriate, AmecFW would provide mitigations measures to reduce potentially adverse effects.

Hazardous Materials/ Risk of Upset. AmecFW would review the analysis included in the Scoping Document and MND for completeness and accuracy, and include updates or additions to the analysis and mitigation measures, as appropriate. Hazardous materials typically occurring at school facilities (e.g., cleaning products, paints, classroom/laboratory supplies, etc.) are stored onsite. AmecFW would provide review of relevant data/inventory of potentially hazardous materials and evaluate any potential Project's effects to determine the adequacy of proposed mitigations. If required, AmecFW will revise mitigation measures to reduce potential impacts.

Historic Resources. AmecFW would review of the analysis and mitigation measures provided in the Scoping Document and MND, as well as the December 2012 historic structures report prepared for this Project. The Project would result in the alteration and demolition of structures and landscaping that are over 50 years old and designed by prominent architects, including Reginald Johnson and Lockwood De Forest Jr. This review would consider potential impacts to the historic character of the site due to the removal and alteration of these buildings and the overall site character, and would recommend updates and additions to the proposed mitigation measures if necessary to reduce these impacts.

Land Use. The Project site is located in an unincorporated area of Santa Barbara that is within the Coastal Zone. As such, the Project is subject to the County Coastal Land Use Plan policies as well as Article II, Coastal Zoning Ordinance. Additionally, the Project site is in a rural area that is surrounded by agricultural uses, while Project site itself is designated as an Educational Facility and has an existing CUP that defines the allowable uses on the campus property. This analysis would consider existing uses and any proposed changes while building on the analysis provided in the Scoping Document and MND to provide clear analysis of the proposed land uses and their compatibility with surrounding land uses. As an example, public comment recommended consideration of an amendment to the Cate School Master Plan to include the school-owned 5.3 acre parcel proposed to contain flood improvement features. AmecFW will evaluate and identify additional mitigations if needed to reduce impacts associated with land use and neighborhood compatibility.

Public Facilities. Impacts to public facilities are a public concern primarily due to objectionable odors associated with the wastewater treatment plant. During the public comment process, area residents expressed concern regarding existing intermittent occurrences of odors associated with this facility as well as a potential increase in odors due to additional wastewater generation associated with the proposed Project. This analysis would include a review of the analysis and mitigation measures in the Scoping Document and MND, and, if appropriate, propose updates or additions to the mitigation measures to further reduce this impact and address these concerns.

Recreation. Although the Project site is not located in close proximity to any established public recreational uses (e.g., biking, equestrian or hiking trails), there is a public access easement on a neighboring property to allow access to backcountry trails. The Scoping Document provided a mitigation measures aimed at reducing trespassing on the neighboring property by students that cut through the property rather than remaining on the easement. This mitigation measure, as well as the analysis in the Scoping Document and MND would be analyzed and potentially updated to address area resident concerns.

Table 1: Secondary Resource Areas and Additional CEQA Sections

Transportation/ Circulation. Area residents have expressed concern about the safety of the turnoff from Casitas Pass Road onto Lillingston Canyon Road and the turnoff into the Cate School, as well as bicycle safety along Casitas Pass Road between Foothill Road and the turnoff to Lillingston Canyon Road. AmecFW would review and update the analysis from the Scoping Document and MND to include discussion of these issues, as well as peer review the existing traffic study. AmecFW would also update the analysis to include an analysis of potential traffic increases due to proposed public use of the Cate School childcare facilities, particularly during peak hours. If appropriate, AmecFW would develop mitigation measures to reduce potential impacts to traffic and bicycle safety.

Water Resources/ Flooding. Given the extent of the development associated with storm water runoff management, the Water Resources/Flooding section would be reviewed by our Principle Hydrologist. Much of the new water management infrastructure would be located on the 5.3-acre parcel adjacent to the Cate School, which is designated agricultural and is not part of the current Cate School Master Plan/CUP. AmecFW will provide analysis of the proposed use, including any potential conflicts with the location of these facilities within the flood zone. This analysis will include review of the analysis and mitigation measure in the Scoping Document and MND, as well as the preliminary storm drainage report prepared for the Project. If appropriate, AmecFW would develop mitigation measures to address these concerns and reduce the potential impacts related to storm water runoff and flooding.

Other CEQA Sections. Other CEQA Sections including the relationship between local short-term uses of the environment and the maintenance and enhancement of long-term productivity, and growth-inducing impacts will be provided in the EIR. CEQA Guidelines, §15358(b), states that growth-inducing effects analyzed under CEQA must be related to a physical change in the environment. The Project is anticipated to have incremental growth-inducing effects associated with provision of new residences. AmecFW would describe the potential growth-inducing effects of new employment, consistency of such projections with the Comprehensive Plan and regional plans, and the general secondary environmental impacts associated with such growth. The focus of the growth-inducing section will be on the potential for increased development to have adverse or beneficial effects on City services (e.g., police, fire, water supply, etc.).

Insignificant Issues. To provide a complete record for the EIR, AmecFW would provide a review of issues anticipated to be insignificant, including hazardous materials, utilities and service systems, population and housing, and other issues based on the Scoping Document, MND, and AmecFW's independent review.

Cumulative Impacts. Cumulative impacts will be addressed in each resource section in a manner consistent with CEQA Guidelines §15130, based on a list of projects provided by the County, including any known projects that may occur during the life of the proposed Project. As stated in the Guidelines, the nature of each environmental resource being evaluated and the type and location of a specific project affect whether it is included in the cumulative analysis. The EIR will describe the impacts of all known and relevant development proposed in the Project area, as well as additional growth in nearby areas.

Mitigation Monitoring and Reporting Program (MMRP). Mitigation measures will be developed in coordination with County staff and appropriate agencies for all significant project-specific and cumulative impacts and for adverse but insignificant project and cumulative impacts, as appropriate. After implementation of mitigation measures, residual impacts will be discussed and the level of significance identified. AmecFW would create a useable MMRP in table format for easy tracking, along with clearly crafted mitigation measures for each project (responsible party, required timing, relationship to each project, monitoring milestones, etc.). AmecFW has extensive experience translating mitigation into enforceable conditions of approval that can be easily integrated into project findings and permit conditions. These would be accompanied by clear and realistic goals for implementation, timing, and identification of potential funding sources

ALTERNATIVES

AmecFW will work closely with County staff to define up to three alternatives for the proposed Project, including the No Project alternative. The primary purpose of alternatives under CEQA is to reduce or avoid significant environmental effects while also attaining project objectives. AmecFW would work with County staff to review and consider alternatives capable of meeting Project development objectives while minimizing or avoiding significant impacts. This would permit the County to weigh environmental, policy, and economic tradeoffs of various options for the Project. AmecFW will clearly set forth the requirements of CEQA Section 15126.6, which governs the type and range of alternatives that should be considered and factors that affect the feasibility of such alternatives (e.g., economic viability, site suitability, availability of infrastructure, etc.). AmecFW's goal will be to present the alternatives in a manner that permits straightforward comparison of impacts. Key issues addressed will include:

Alternatives Considered and Discarded: A discussion of alternatives considered and discarded is an important component of an adequate and legally sustainable alternatives analysis. AmecFW would work with County staff to review various alternatives and identify those that appear infeasible or incapable of meeting Project objectives, or those that would create impacts that are significant or more severe than the Project itself. The reasons for discarding the alternatives would be described and could include different regulatory frameworks that would either not meet the Project's objectives or would cause greater damage to the environment and the community. The Alternatives Considered and Discarded analysis will provide a clear record of County decision-making for such issues, a crucial consideration when considering potential impacts of the proposed Project.

Possible Project Alternatives: Initial project alternatives could include the following options, with these preliminary concepts put forth for initial consideration by County staff.

- **No Project:** This analysis would briefly describe the impacts and benefits of not adopting the Cate School Master Plan Update. This would also include a discussion of continued uses under the existing CUP including the current usage of amplified sound and the childcare center.
- **Reduced Project:** AmecFW would identify a reduced Project alternative that focuses on critical needs of the campus. Possible options could include reducing or redesigning proposed new development, particularly in currently constrained areas (e.g., proposed faculty housing in areas of steep hillsides, development requiring removal of specimen oaks or alteration of natural habitat areas, etc.).
- **Reconfigured Project:** This analysis would maintain emphasis on meeting Project objectives but involve relocating some of the proposed new structures, with the intent to minimize or avoid significant environmental impacts. Clustering of development, or possible reduction of structures or uses may reduce such resource impacts.
- AmecFW would work closely with County staff to identify required and desired alternative uses, which could meet policy and economic goals within the broad policy framework.

REFERENCES

This section will list source documents, references, and agencies, and individuals consulted for the EIR.

TECHNICAL APPENDICES

The technical appendices in the EIR will include air quality calculations/modeling, any Noise Assessment, and GHG calculations, etc. Also included will be any other studies deemed necessary to support EIR analysis and conclusions.

V. COST SUMMARY

The cost summary has been updated to reflect the changes discussed in the initial startup meeting on March 31, 2015, including additional technical analysis for the Noise and Air Quality and Greenhouse Gas Emissions sections and reduced the scope for the Agricultural Resources and Biological Resources sections. Please see the attached spreadsheet detailing costs and list of assumptions included below.

Amec Foster Wheeler Environment & Infrastructure, Inc.

CLIENT: County of Santa Barbara
PROJECT: Cate School Master Plan Update Project EIR
Date of Estimate: March 13, 2015

Cost Plus Maximum

(AMEC reserves the right to move budget between tasks)

				TASK 1		TASK 2		TASK 3		TASK 4		TASK 5		TASK 6		TASK 7		TASK 8		TASK 8		TOTAL PROJECT	
				Kick-Off/ Data Collection		Peer Review of Technical Studies		Project Description Review and Alternatives		Administrative Draft EIR (see attached detail)		Draft EIR		Response to Comments		Proposed Final EIR		Final EIR		Meetings/Hearings			
DIRECT LABOR :	TITLE	NAME	RATE	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT
Professional Level 625	Project Principal	Rita Bright	\$135.00	6	\$810	2	\$270	4	\$540	67	\$9,045	8	\$1,080	16	\$2,160	6	\$810	6	\$810	14	\$1,890	129	\$17,415
Professional Level 619	Project Manager	Bronwyn Green	\$90.00	8	\$720	8	\$720	30	\$2,700	134	\$12,060	16	\$1,440	34	\$3,060	6	\$540	6	\$540	14	\$1,260	256	\$23,040
Professional Level 615	QA/QC Technical Manager	Erika Leachman	\$115.00	0	\$0	0	\$0	3	\$345	29	\$3,335	6	\$690	4	\$460	2	\$230	1	\$115	0	\$0	45	\$5,175
Professional Level 621	Senior Hydrologist	Craig Stewart, PG, CHG, CEG	\$180.00	0	\$0	1	\$180	0	\$0	2	\$360	0	\$0	1	\$180	0	\$0	0	\$0	0	\$0	4	\$720
Professional Level 618	Utilities Engineer	Dann Miller	\$155.00	0	\$0	0	\$0	0	\$0	4	\$620	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$620
Professional Level 615	Air Quality Specialist	Steve Ochs	\$130.00	0	\$0	1	\$130	0	\$0	36	\$4,680	0	\$0	1	\$130	0	\$0	0	\$0	0	\$0	38	\$4,940
Professional Level 615	Noise Analyst	Brian Cook	\$120.00	0	\$0	1	\$120	0	\$0	10	\$1,200	0	\$0	1	\$120	0	\$0	0	\$0	0	\$0	12	\$1,440
Professional Level 612	Biologist	Jon True	\$110.00	0	\$0	1	\$110	0	\$0	0	\$0	0	\$0	2	\$220	0	\$0	0	\$0	0	\$0	3	\$330
Professional Level 612	Senior Environmental Analyst	Nick Meisinger	\$85.00	0	\$0	1	\$85	0	\$0	8	\$680	8	\$680	4	\$340	0	\$0	0	\$0	0	\$0	21	\$1,785
Professional Level 604	Environmental Analyst	Julia Puj	\$70.00	0	\$0	4	\$280	6	\$420	138	\$9,660	12	\$840	8	\$560	4	\$280	0	\$0	0	\$0	172	\$12,040
Professional Level 604	Environmental Analyst	Jennifer Brown	\$70.00	0	\$0	4	\$280	0	\$0	160	\$11,200	8	\$560	2	\$140	0	\$0	0	\$0	0	\$0	174	\$12,180
Professional Level 612	Project Administrator	Rosann Malloch	\$100.00	2	\$200	1	\$100	1	\$100	2	\$200	1	\$100	1	\$100	1	\$100	1	\$100	1	\$100	11	\$1,100
Administrative Level 809	Word Processing	Janice Depew	\$75.00	0	\$0	0	\$0	2	\$150	12	\$900	5	\$375	4	\$300	3	\$225	0	\$0	0	\$0	26	\$1,950
Administrative Level 807	Administrative	Rita Samaniego	\$65.00	2	\$130	1	\$65	1	\$65	5	\$325	2	\$130	1	\$65	3	\$195	1	\$65	1	\$65	17	\$1,105
TOTAL DIRECT LABOR				18	\$1,860	25	\$2,340	47	\$4,320	607	\$54,265	66	\$5,895	79	\$7,835	25	\$2,380	15	\$1,630	30	\$3,315	912	\$83,840
SUBCONTRACTORS:																							
Deirdre Stites - Graphics	Graphics	Dierdre Stites	\$68.00	0	\$0	0	\$0	6	\$408	28	\$1,904	2	\$136	0	\$0	0	\$0	0	\$0	0	\$0	36	\$2,448
Subtotal Subcontractors				0	\$0	0	\$0	6	\$408	28	\$1,904	2	\$136	0	\$0	0	\$0	0	\$0	0	\$0	36	\$2,448
Subcontractor Markup				10%	\$0	\$0	\$0	\$41	\$190	\$14	\$190	\$14	\$14	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$245
TOTAL SUBCONTRACTORS					\$0	0	\$0	6	\$449	0	\$2,094	2	\$150	0	\$0	0	\$0	0	\$0	0	\$0	36	\$2,693
OTHER DIRECT COSTS:																							
Shipping					\$0		\$68		\$0		\$100		\$0		\$0		\$0		\$0		\$0		\$168
Reproduction and Printing	(\$100 per EIR copy; \$0.4 per color page)			25	\$10	100	\$40	150	\$60	4	\$400	16	\$1,440	150	\$60	16	\$1,440	3	\$270	50	\$20		\$3,740
Travel	Mileage charged at \$0.57 per mile		\$0.57	40	\$23	0	\$0	\$0	\$0	0	\$0	0	\$0	0	\$0		\$0	0	\$0	0	\$0		\$23
Subtotal ODCs					\$33		\$108		\$60		\$500		\$1,440		\$60		\$1,440		\$270		\$20		\$3,931
ODCs Markup	10%				\$3		\$11		\$6		\$50		\$144		\$6		\$144		\$27		\$2		\$393
TOTAL ODCs					\$36		\$119		\$66		\$550		\$1,584		\$66		\$1,584		\$297		\$22		\$4,324
TOTAL PROJECT 'NOT-TO-EXCEED' ESTIMATE				18	\$1,896	25	\$2,459	47	\$4,835	607	\$56,909	66	\$7,629	79	\$7,901	25	\$3,964	15	\$1,927	30	\$3,337	912	\$90,857
CONTINGENCY				10%																			\$9,086
TOTAL PROJECT WITH CONTINGENCY																							\$99,943

Amec Foster Wheeler Environment & Infrastructure, Inc.

CLIENT: County of Santa Barbara
PROJECT: Cate School Master Plan Update Project EIR
Date of Estimate: March 13, 2015

Cost Plus Maximum (AMEC reserves the right to move budget between tasks)

Date of Estimate:		March 13, 2015																																		TOTAL PROGRAM							
DIRECT LABOR FOR ADMINISTRATIVE DRAFT EIR			Aesthetics & Visual Resources		Air Quality/GHG's		Agricultural Resources		Biological Resources		Cultural Resources		Energy		Fire Protection		Geologic Processes		Hazardous Materials/Risk of Upset		Historic Resources		Land Use		Noise		Public Services		Recreation		Transportation/ Circulation		Water Resources/Floodin g		Other CEQA		Analysis of Alternatives		Project Management & Administration				
DIRECT LABOR :	TITLE	NAME	RATE	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Professional Level 625	Project Principal	Rita Bright	\$135.00	1	\$135	2	\$270	2	\$270	1	\$135	1	\$135	4	\$540	1	\$135	1	\$135	1	\$135	1	\$135	1	\$135	4	\$540	1	\$135	1	\$135	3	\$405	3	\$405	2	\$270	8	\$1,080	28	\$3,780	67	\$9,045
Professional Level 619	Project Manager	Bronwyn Green	\$90.00	3	\$270	5	\$450	4	\$360	6	\$540	3	\$270	3	\$270	5	\$450	3	\$270	3	\$270	4	\$360	3	\$270	11	\$990	3	\$270	3	\$270	3	\$270	3	\$270	26	\$2,340	40	\$3,600	134	\$12,060		
Professional Level 615	QA/QC Technical Manager	Erika Leachman	\$115.00	2	\$230	2	\$230	2	\$230	2	\$230	2	\$230	2	\$230	2	\$230	2	\$230	2	\$230	1	\$115	1	\$115	2	\$230	1	\$115	1	\$115	1	\$115	1	\$115	2	\$230	0	\$0	29	\$3,335		
Professional Level 621	Senior Hydrologist	Craig Stewart, PG, CHG	\$180.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$180	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	1	\$180	0	\$0	0	\$0	0	\$0	2	\$360
Professional Level 618	Utilities Engineer	Dann Miller	\$155.00	0	\$0	4	\$620	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$620
Professional Level 615	Air Quality Specialist	Steve Ochs	\$130.00	0	\$0	36	\$4,680	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	36	\$4,680		
Professional Level 615	Noise Analyst	Brian Cook	\$120.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	10	\$1,200	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	10	\$1,200
Professional Level 612	Biologist	Jon True	\$110.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0
Professional Level 612	Senior Environmental Analyst	Nick Meisinger	\$85.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$680	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	8	\$680
Professional Level 604	Environmental Analyst	Julia Pupo	\$70.00	0	\$0	28	\$1,960	0	\$0	24	\$1,680	0	\$0	0	\$0	30	\$2,100	0	\$0	0	\$0	0	\$0	0	\$0	40	\$2,800	0	\$0	0	\$0	0	\$0	0	\$0	16	\$1,120	0	\$0	138	\$9,660		
Professional Level 604	Environmental Analyst	Jennifer Brown	\$70.00	10	\$700	0	\$0	16	\$1,120	0	\$0	10	\$700	10	\$700	0	\$0	10	\$700	10	\$700	16	\$1,120	0	\$0	10	\$700	10	\$700	12	\$840	12	\$840	8	\$560	16	\$1,120	0	\$0	160	\$11,200		
Professional Level 612	Project Administrator	Rosann Malloch	\$100.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	2	\$200	2	\$200		
Administrative Level 809	Word Processing	Janice Depew	\$75.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	12	\$900	12	\$900		
Administrative Level 807	Administrative	Rita Samaniego	\$65.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	5	\$325	5	\$325				
TOTAL DIRECT LABOR				16	\$1,335	77	\$8,210	24	\$1,980	34	\$2,720	16	\$1,335	16	\$1,335	49	\$4,080	17	\$1,515	16	\$1,335	16	\$1,310	21	\$1,640	67	\$5,760	15	\$1,220	15	\$1,220	19	\$1,630	20	\$1,610	14	\$1,215	68	\$5,898	87	\$8,805	607	\$54,265
SUBCONTRACTORS:																																											
	Graphics	Diondre Sittes	\$68.00	0	\$0	0	\$0	3	\$204	4	\$272	0	\$0	0	\$0	2	\$136	0	\$0	0	\$0	2	\$136	0	\$0	2	\$136	0	\$0	0	\$0	4	\$272	3	\$204	0	\$0	8	\$544	0	\$0	28	\$1,904
	Subtotal Subcontractors			0	\$0	0	\$0	3	\$204	4	\$272	0	\$0	0	\$0	2	\$136	0	\$0	0	\$0	2	\$136	0	\$0	2	\$136	0	\$0	0	\$0	4	\$272	3	\$204	0	\$0	8	\$544	0	\$0	28	\$1,904
	Subcontractor Markup				\$0		\$0		\$20		\$27		\$0		\$0		\$14		\$0		\$0		\$14		\$0		\$14		\$0		\$0		\$27		\$20		\$0		\$54		\$0	0	\$190
	TOTAL SUBCONTRACTORS				\$0		\$0		\$224		\$299		\$0		\$0		\$150		\$0		\$0		\$150		\$0		\$150		\$0		\$0		\$299		\$224		\$0		\$598		\$0	0	\$2,094
OTHER DIRECT COSTS:																																											
	Shipping																																									\$100	
	Reproduction and Printing	(\$100 per EIR copy; \$0.4 per color page)																																								\$400	
	Travel	Mileage charged at \$0.57 per mile																																								\$0	
	Subtotal ODCs																																									\$500	
	ODCs Markup																																									\$50	
	TOTAL ODCs																																									\$550	
Total ADEIR Cost Estimate					\$1,335		\$8,210		\$2,204		\$3,019		\$1,335		\$1,335		\$4,150		\$1,515		\$1,335		\$1,460		\$1,640		\$5,910		\$1,220		\$1,220		\$1,929		\$2,034		\$1,215		\$6,488		\$8,805	607	\$56,909

PROPOSAL ASSUMPTIONS

AmecFW's level of effort proposal and schedule to prepare the environmental documentation are based on the County's RFP issued February 10, 2015. AmecFW is available upon request of County staff to discuss the level of effort and schedule for deliverables. AmecFW's proposal assumes that:

1. Electronic versions of the draft Project Description and all relevant County documents and available data, reports, and technical studies shall be supplied to AmecFW at Project Kickoff, including available maps, GIS data, any recent County-prepared EIRs or studies within the Project area, all technical studies from individual projects within the Project area, etc. All data, reports, and studies will be provided in a timely manner to AmecFW in one electronic deliverable, preferably one compact disc. AmecFW assumes all documents and data will be fully accessible digitally (i.e., able to be searched, referenced, copied, pasted, etc.). Documents shall be provided in MS Word format or accessible PDF whenever possible, even where conversion of scanned documents by the County is needed. Delays in receipt of requested data or documents will cause a slip in schedule and an equitable adjustment in cost based on time and materials needed.
2. AmecFW is not responsible for substantive changes to the Project Description and/or alternatives after initial Project Description and alternatives approval by the County. Additional analysis effort for amended Project Description and/or alternatives is available on a time and materials basis.
3. Substantive changes to the Project Description and/or alternatives by the County, once impact analyses have begun, will cause a slip in schedule and an equitable adjustment in cost based on time and materials needed.
4. AmecFW is not responsible for any errors or omissions of data or analyses that are not provided or identified to AmecFW by the County, its representatives, or contractors.
5. As described in the County's EIR Scoping Document for the Project and in discussions with County staff, AmecFW assumes that this EIR will evaluate impacts of the proposed Project; however, if in consideration of any potential emerging issues or site-specific impacts, the County determines that the scope of the EIR should be modified to incorporate a more detailed or specific impact analysis as part of the EIR, AmecFW is available to perform additional analysis under a modified scope and budget.
6. AmecFW assumes that the Project will be completed consistent with the proposed schedule. Delays of greater than 2 months for any particular phase or task may lead to a change in costs or effort.
7. AmecFW reserves the right to partially bill for partially completed work where unanticipated delays or changes to Project schedule occur in no fault of AmecFW's team.
8. AmecFW is not responsible for the accuracy, timeliness, or reliability of the County-prepared maps and/or graphic depictions of the Project or the Project area. This scope includes effort to format County-prepared maps and graphics for use in the EIR document, but does not include effort to create or modify contents of Project maps or graphics.
9. AmecFW assumes the County will conduct plans and policy consistency analysis for Project.
10. AmecFW assumes the County will prepare any needed CEQA findings and/or Statement of Overriding Considerations to accompany the Final EIR.
11. AmecFW's would attend up to five (5) meetings or hearings, including three (3) staff-level meetings (e.g., kickoff meeting), one (1) public environmental hearing on the Draft EIR, and one (1) public meetings or hearings on the Project, which includes the Planning Commission Project approval hearing. AmecFW's

Project Principle and/or Project Manager would attend additional meetings, as necessary, at an additional cost.

12. Travel costs for site visits will consist of miles, charged at \$0.56 per mile traveled. AmecFW assumes that all staff meetings and public hearings will be located at the County of Santa Barbara's offices in Santa Barbara; therefore, due to the proximate location to AmecFW's office, no travel costs are associated with meeting attendance.
13. AmecFW commits key staff proposed for the Project to be the actual staff performing the work. Any modifications to staffing during the contract performance period will first be approved by the County.
14. AmecFW's budget and level of analysis is predicated on conclusions of the MND that the secondary resources areas are less than significant, based on direction from the County. Our effort includes peer review of the secondary issue areas and supporting documentation, but does not include full analysis. If peer review reveals that additional analysis is required (e.g., historic resources), full analysis of such issues may require use of contingency funds or additional scope and budget to be negotiated with the County.
15. This proposal assumes the existing traffic study prepared for the March 2014 MND will be sufficient for the analysis included in this EIR, and assumes AmecFW would provide peer review services for the Transportation/Circulation Chapter of the MND and provide feedback to the County for CEQA adequacy.
16. This proposal does not include additional research, data collection, analysis, or investigations for traffic/circulation studies; however, a reconnaissance-level area tour would be conducted as part of existing setting and impact analysis investigations.
17. Geologic process, ecological, hazardous materials surveys or detailed analyses, or other technical investigations are not included, if not specifically defined in this proposal. Assessment for these issues will be based on existing reports, regional plans and recent EIRs within the Project vicinity. If unanticipated resources or hazards are identified, AmecFW will prepare a supplemental scope and budget proposal for documentation and evaluation of the resources.
18. Any required hydrological assessment, including, but not limited to, water quality, flooding, groundwater quality, etc., will rely on existing reports and studies. If unanticipated resources are identified, AmecFW will prepare a supplemental scope and budget proposal for documentation and evaluation of the resources.
19. Other than the proposed scope of work related to Fire Hazards, any additional required utility or public service assessment, including, but not limited to, water supply, wastewater treatment, groundwater availability, energy supply, sewer and water infrastructure, solid waste management, law enforcement services, emergency services, library services, and recreation amenities, etc., will rely on existing reports and studies. If unanticipated resources are identified, AmecFW will prepare a supplemental scope and budget proposal for documentation and evaluation of the resources.
20. Biological resource analysis does not include field surveys in this scope of work; however, AmecFW is available to perform such services under a separate scope and budget.
21. No Cultural/Historical Resources technical investigations or studies will be performed, including a records search; however, AmecFW is available to perform such investigations under a separate scope and budget.
22. Aesthetic/Visual Resources analysis shall not include photo-/visual-simulations; however, AmecFW is available to perform such services under a separate scope and budget.
23. California Department of Fish and Wildlife (CDFW) fees are not included in proposal costs.

24. AmecFW reserves the right to move budgeted effort between Project Phases described in the Cost Proposal.
25. To minimize conflicting comments between County Departments, the County will consolidate department/division comments on draft documents. County comments will be submitted within draft documents as MS Word tracked changes, including both text edits and inserted comments.
26. Each deliverable provided to the County by AmecFW will be subject to one round of review by County staff with one County submittal of comments on the deliverable to AmecFW. Additional rounds of review and comment would be available on a time and materials basis.
27. This proposal assumes the County is responsible for all CEQA noticing, distribution, and hearing requirements, including Notice of Completion/Notice of Determination, Draft EIR and Final EIR mailing and printing costs, all legal advertisements, and coordination of all public meetings.
28. Time to address public and agency comments on public draft documents is based on preparing responses to up to 35 discrete comments generated from either agency or individual comment letters. If the number of comments received exceeds 35, AmecFW will work with County staff to prepare adequate responses (e.g., preparing general responses applicable to topical areas). If the responses to comments on administrative or draft documents require new data collection or additional fieldwork or analyses beyond the stated scope of work, an equitable adjustment in the cost based on time and materials needed may be necessary.
29. AmecFW technical specialist costs do not include meeting or hearing attendance. All AmecFW technical specialists are available to attend additional meetings, if necessary, at an additional time and materials cost.
30. All public meetings will be recorded by County personnel for the official record. AmecFW may assist in preparing materials, summaries, mailing lists, and notices for the meetings at an additional time and materials cost if requested by the County.
31. Delivery of the administrative draft of response to comments will be provided to the County in electronic format on five (5) compact disks. Any additional bound copies can be provided on a cost basis.
32. This scope of work assumes that the odor analysis performed for the onsite wastewater treatment plant includes baseline measurements (e.g. emission measurements or estimates) that will be necessary to run air modeling related to odor emissions. If the applicant is proposing to upgrade the existing wastewater treatment facility to abate odors, details of the proposed design upgrades shall be provided at the kickoff meeting.



**AMEC FOSTER WHEELER ENVIRONMENT & INFRASTRUCTURE, INC.
2016 RATE SCHEDULE**

The hourly labor rates set forth below are valid from January 1, 2016 and are subject to annual revision thereafter. Amec Foster Wheeler will provide CLIENT thirty days advance written notice of any such revisions.

PROFESSIONAL SERVICES

CLIENT agrees to reimburse Amec Foster Wheeler for all hours worked by professionals at the following classifications and associated hourly labor rates. For expert witness testimony and related services in connection with litigation, CLIENT agrees to reimburse Amec Foster Wheeler for all hours worked by professionals at the following classifications, but at one and one half times the associated hourly labor rates.

<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>
Professional Levels 1	\$55.00	Professional Level 19	\$165.00
Professional Levels 2	\$60.00	Professional Level 20	\$170.00
Professional Levels 3	\$65.00	Professional Level 21	\$180.00
Professional Level 4	\$70.00	Professional Level 22	\$190.00
Professional Level 5	\$75.00	Professional Level 23	\$200.00
Professional Level 6	\$80.00	Professional Level 24	\$210.00
Professional Level 7	\$85.00	Professional Level 25	\$220.00
Professional Level 8	\$90.00	Professional Level 26	\$240.00
Professional Level 9	\$95.00	Professional Level 27	\$250.00
Professional Level 10	\$100.00	Professional Level 28	\$260.00
Professional Level 11	\$105.00	Professional Level 29	\$270.00
Professional Level 12	\$110.00	Professional Level 30	\$280.00
Professional Level 13	\$115.00	Professional Level 31	\$290.00
Professional Level 14	\$120.00	Professional Level 32	\$300.00
Professional Level 15	\$130.00	Professional Level 33	\$310.00
Professional Level 16	\$140.00	Professional Level 34	\$320.00
Professional Level 17	\$145.00	Professional Level 35	\$330.00
Professional Level 18	\$150.00		

TECHNICIAN SERVICES

CLIENT agrees to reimburse Amec Foster Wheeler for all hours worked by technicians at the following classifications and associated hourly labor rates.

<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>OVERTIME</u>	<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>OVERTIME</u>
Technician Level 1	\$27.50	\$41.25	Technician Level 16	\$85.00	\$127.50
Technician Level 2	\$30.00	\$45.00	Technician Level 17	\$90.00	\$135.00
Technician Level 3	\$32.50	\$48.75	Technician Level 18	\$95.00	\$142.50
Technician Level 4	\$35.00	\$52.50	Technician Level 19	\$100.00	\$150.00
Technician Level 5	\$37.50	\$56.25	Technician Level 20	\$105.00	\$157.50
Technician Level 6	\$40.00	\$60.00	Technician Level 21	\$110.00	\$165.00
Technician Level 7	\$42.50	\$63.75	Technician Level 22	\$115.00	\$172.50
Technician Level 8	\$45.00	\$67.50	Technician Level 23	\$120.00	\$180.00
Technician Level 9	\$47.50	\$71.25	Technician Level 24	\$125.00	\$187.50
Technician Level 10	\$55.00	\$82.50	Technician Level 25	\$130.00	\$195.00
Technician Level 11	\$60.00	\$90.00	Technician Level 26	\$135.00	\$202.50
Technician Level 12	\$65.00	\$97.50	Technician Level 27	\$140.00	\$210.00
Technician Level 13	\$70.00	\$105.00	Technician Level 28	\$145.00	\$217.50
Technician Level 14	\$75.00	\$112.50	Technician Level 29	\$150.00	\$225.00
Technician Level 15	\$80.00	\$120.00			



ADMINISTRATIVE SERVICES

CLIENT agrees to reimburse Amec Foster Wheeler for all hours worked by administrative staff at the following classifications and associated hourly labor rates.

<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>OVERTIME</u>	<u>CLASSIFICATION</u>	<u>RATE/HOUR</u>	<u>OVERTIME</u>
Administrative Level 1	\$35.00	\$52.50	Administrative Level 8	\$70.00	\$105.00
Administrative Level 2	\$40.00	\$60.00	Administrative Level 9	\$75.00	\$112.50
Administrative Level 3	\$45.00	\$67.50	Administrative Level 10	\$80.00	\$120.00
Administrative Level 4	\$50.00	\$75.00	Administrative Level 11	\$85.00	\$127.50
Administrative Level 5	\$55.00	\$82.50	Administrative Level 12	\$90.00	\$135.00
Administrative Level 6	\$60.00	\$90.00	Administrative Level 13	\$100.00	\$150.00
Administrative Level 7	\$65.00	\$97.50	Administrative Level 14	\$110.00	\$165.00

MISCELLANEOUS EXPENSES – 6% of Labor Charges

CLIENT agrees to reimburse Amec Foster Wheeler for miscellaneous expenses incurred, such as consumable supplies, telephone & facsimile charges, photo processing, and small tools, etc., not otherwise invoiced as other direct expenses, at the rate of 6% of labor charges.

OTHER DIRECT EXPENSES

CLIENT agrees to reimburse Amec Foster Wheeler for all other direct expenses incurred at the following rates, except as otherwise specified by Amec Foster Wheeler in its proposal:

Travel Expenses: Transportation (mileage, air travel, car rental, etc.), lodging, meals, & incidental expenses	Cost plus 15%
Subcontract Expenses: Supplies or services furnished to Amec Foster Wheeler in support of project activities by any supplier or firm, except temporary agency or consultant staff charged at above hourly rates	Cost plus 15%
Direct Expenses: Other expenses in support of project activities	Cost Plus 15%