



TO: Mayor and Councilmembers

FROM: Charles W. Ebeling, Public Works Director

CONTACT: Debbie Talarico, Project Manager

SUBJECT: Professional Services Agreement for Environmental Consulting Services with Rincon Consultants, Inc. for the Ellwood Beach Drive Drainage Repair Project (CIP #9119)

RECOMMENDATION:

- A. Authorize the City Manager to execute a Professional Design Services Agreement for Environmental Consulting Services with Rincon Consultants, Inc. for the Ellwood Beach Drive Drainage Repair Project, for a total contract not-to-exceed amount of \$90,000, with an expiration date of December 31, 2023; and
- B. Authorize an additional budget appropriation in the amount of \$40,000 from General Fund Unassigned Balance to the Ellwood Beach Drive Drainage Repair Account.

BACKGROUND:

The drainage system located at the southern terminus of Ellwood Beach Drive has become severely eroded, has exceeded its service life, and needs to be replaced. Concentrated stormwater flows are bypassing the existing down drain system and instead are flowing down the adjacent slope leading to severe erosion. The erosion has shown signs of undermining existing asphalt pavement and, if left to continue, could eventually spread to the sidewalk and impact the path used to access the Ellwood Bluffs area. The storm drain system must be replaced and repairs made to the eroded slope.

The approximately 300-square-foot project site is located within an Environmentally Sensitive Habit Area (ESHA) and the Coastal Zone. The proposed project includes the removal and replacement of storm drainpipes, asphalt reconstruction, and swale improvements. A portion of the drainage improvements will be done under the Ellwood Mesa Coastal Trail. Temporarily disturbed areas, including the trail, will be revegetated and restored to the pre-project condition or better. For site reference, see the map provided in Attachment 1.

Public Outreach

Public Works staff will be working with the City's Community Relations division to develop a public outreach campaign to keep the community informed of the project's progress, traffic, and path impacts during the design and construction phase of the project.

Design is tentatively scheduled to be completed by Fall of 2023 and construction is tentatively scheduled to commence in the Summer of 2024.

DISCUSSION:

The first step in the design of this project is to perform environmental surveys of the area and to conduct environmental studies.

Environmental consulting services are needed in order to complete the work described above. Rincon Consultants, Inc. (Rincon) was selected from the City's pre-authorized qualified consultant list. Rincon was chosen based on their history and experience working on several other City projects and have negotiated a scope of work and cost. Rincon Consultants, Inc. is a qualified environmental consulting firm that is capable of completing the work in a timely manner. Public Works staff recommends execution of the Professional Services Agreement with Rincon for environmental consulting services in the amount not-to exceed \$90,000, with an expiration date of December 31, 2023 (Attachment 2).

GOLETA STRATEGIC PLAN:

City-Wide Strategy: 5. Strengthen Infrastructure

Strategic Goal: 5.1 Strengthen Citywide infrastructure including roads and traffic circulation, including bicycle lanes, paths, and sidewalks

FISCAL IMPACTS:

Project Funding

The Fiscal Year 2022/23 current adopted budget for environmental services for this project is approximately \$53,000 in General Fund (101). Additional funding of \$40,000 is needed to support the estimated environmental costs of \$90,000:

Ellwood Beach Drive Drainage Repair (Project No. 9119), FY 22/23				
GL Account	Fund Type	Adopted FY23 Budget	Requested Budget Appropriation	Available Budget
101-90-9119-57070	General	\$53,000	\$40,000	\$93,000

Staff recommends an appropriation of \$40,000 from the General Fund's Unassigned Fund Balance.


ALTERNATIVES:

Council could elect not to award the environmental consulting service Professional Services Agreement to Rincon and direct Public Works staff to request other proposals from qualified firms. However, doing so would delay the much-needed repair and could impact the funding of the project.

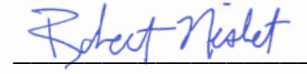
Reviewed By:


Kristine Schmidt
Assistant City Manager

Legal Review By:


Megan Garibaldi
City Attorney

Approved By:


Robert Nisbet
City Manager

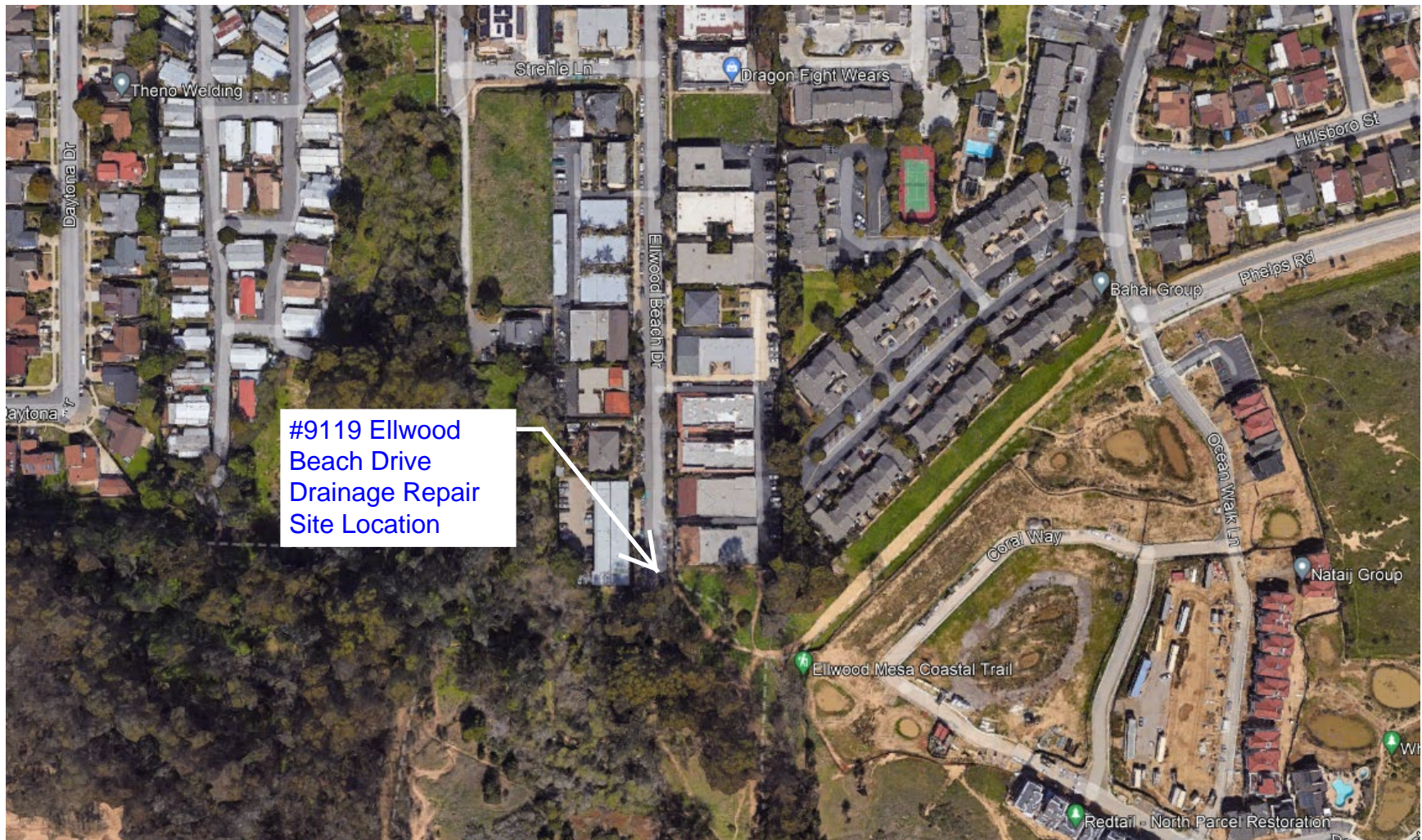
ATTACHMENTS:

1. Ellwood Beach Drive Drainage Repair Project Location Map and Photos
2. Professional Services Agreement with Rincon Consultants, Inc.

ATTACHMENT 1

Ellwood Beach Drive Drainage Repair Project Location Map
and Photos

Ellwood Beach Drive Drainage Repair Project Location Map and Photos





ELLWOOD DRIVE – SITE PHOTOS



ELLWOOD DRIVE – SITE PHOTOS



ELLWOOD DRIVE – SITE PHOTOS





ATTACHMENT 2

Agreement for Professional Services between the City of Goleta and Rincon
Consultants, Inc.

Project Name: Ellwood Beach Drive Drainage Repair (Project #9119)

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
Rincon Consultants, Inc.**

This AGREEMENT FOR PROFESSIONAL SERVICES (herein referred to as "AGREEMENT") is made and entered into this 20th day of September 2022, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **RINCON CONSULTANTS, INC.**, a California Corporation (herein referred to as "CONSULTANT").

SECTION A. RECITALS

1. The CITY has a need for professional environmental services for the Ellwood Beach Drive Drainage Repair Project (Project #9119) and
2. The CITY does not have the personnel able and/or available to perform the services required under this AGREEMENT, and therefore, the CITY desires to contract for professional services to accomplish this work; and
3. The CITY procured these services in compliance with Goleta Municipal Code Section 3.05.260.
4. The City Council, on this 20th day of September 2022 approved this AGREEMENT and authorized the City Manager to execute the AGREEMENT.

SECTION B. TERMS

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional Services in conjunction with Ellwood Beach Drive Drainage Repair. Services shall generally include Technical Reports and Consultation Assistance, Initial Study-Mitigated Negative Declaration, attendance at a public meeting, project management,

and coordination with the California Coastal Commission as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein.

CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$90,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Hourly at the hourly rates and with reimbursement to CONSULTANT for those expenses set forth in CONSULTANT's Schedule of Fees marked Exhibit "B," attached and incorporated herein. The rates and expenses set forth in that exhibit shall be binding upon CONSULTANT until December 31, 2023, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager as described in Section 5 (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) Payment. CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager, as described in Section 5. Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to writing in advance of the incurrence of extra services by CONSULTANT. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. The applicable hourly rates for extra services shall be at the hourly rates set forth in Exhibit B, if one is included as part of this agreement. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Debbie Talarico, Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to December 31, 2023, unless term of this AGREEMENT is extended, or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager.

OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. Shelby Cramton is deemed to be specially experienced and is a key member of CONSULTANT's firm and shall be directly involved in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT may not be assigned or subcontracted without the City Manager's prior written consent.

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for CONSULTANT's Damages. CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third-Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

9. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.

- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional liability insurance that covers the services to be performed in connection with this agreement, in the minimum amount of \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.
- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made, or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Professional liability insurance policies inception date, continuity date, or retroactive date must be before the effective date of this agreement. CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- d) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- e) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be

suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.

- f) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- g) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- h) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.
- i) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

10. RELATIONSHIP OF CONSULTANT TO CITY

The relationship of the CONSULTANT to CITY shall be that of an independent contractor and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

11. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

12. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 10 calendar days notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and CONSULTANTS for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

14. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

16. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

17. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

18. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

19. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

20. NONDISCRIMINATION

CONSULTANT shall not discriminate on the basis of race, color, gender, gender identity/expression, pregnancy, sexual orientation, disability, marital status, or any other characteristic protected under applicable federal or state law.

21. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. October 2018), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted, and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

24. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

25. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this AGREEMENT.

26. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

27. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

28. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services.

29. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Attention: Robert Nisbet, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT: Attention: Shelby Cramton, Environmental
Planner
Rincon Consultants, Inc.
209 East Victoria Street
Santa Barbara, CA. 93101

31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

Rincon Consultants, Inc.

Robert Nisbet, City Manager

Deanna Hansen,
Vice President/Principal

ATTEST

Deborah Lopez, City Clerk

Richard Daulton, Secretary/Principal

APPROVED AS TO FORM:
MEGAN GARIBALDI, CITY ATTORNEY

DocuSigned by:


A1BF8F896161498...
Winnie Cai, Assistant City Attorney

Exhibit A Scope of Work

Task 1. Technical Reports and Consultation Assistance

Consultant shall prepare project-specific technical reports for biological and cultural resources, as described in Subtasks 1.1 and 1.2 below. Consultant shall provide draft technical reports in electronic format (Microsoft Word and PDF) for City review. Consultant shall revise each draft report based on one round of consolidated comments from the City, to be provided in an electronic, editable format. The final version of the reports shall be provided in electronic format. This scope of work and cost estimate do not include providing technical reports that are accessible pursuant to the Americans with Disabilities Act (ADA) or printed copies. However, accessible documents and/or printed copies can be provided for an additional fee. Optional Subtask 1.2.5 have been included for Consultant to assist the City with Native American consultation in accordance with Assembly Bill (AB) 52, if requested.

Subtask 1.1. Biological Resources

Subtask 1.1.1. Biological Resources Assessment

Consultant shall complete a Biological Resources Assessment (BRA) for the project site to determine if sensitive biological resources are present (or potentially present) and potentially at risk of project-related impacts. The BRA shall include a literature/database review, a field survey, and a report of findings. The report shall be prepared in accordance with current industry standards, Section 17.30.030(A) of the City's Municipal Code, and the City's Creek and Watershed Management Plan. A detailed description of the Consultant's proposed scope of work to complete the BRA is provided below.

Literature and Database Review. The literature and agency database review shall include the review of the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB) to determine if there are any recorded observations of special status species or natural terrestrial communities, or other special status biological resources in the vicinity (five miles) of the project site. Consultant's biologists shall review readily available maps, photographs, and other relevant materials to better characterize the existing biological resources on the project site and within five miles of the site. Consultant's biologists shall also review the United States Fish and Wildlife Service (USFWS) Critical Habitat Portal, California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants of California, CDFW's Special Animals List, and relevant federal, State, and local plans, ordinances, policies, and regulations pertaining to biological resources.

Site Reconnaissance Survey. A field reconnaissance survey shall be completed to assess the project site for the presence, or potential for presence, of special status species. The survey shall consist of Consultant's biologists walking meandering transects across the project site and within a 200-foot buffer study

area, where access is granted, while observing species, signs of species (e.g., tracks, scat, nests), and/or habitat features indicating the potential for species' presence. Observed species and habitat features shall be noted and finds will be discussed in the BRA report related to presence and potential for presence of special status species.

Report Preparation. Consultant shall present the findings of the literature review and field survey in a BRA report and shall include an impact analysis and recommended measures for avoidance or minimization of impacts to biological resources that may result from the proposed project. Specifically, the BRA report shall include the following information:

- Project/construction footprint description
- Survey area description and survey methodology
- Biological inventory
 - Physical site characteristics (topography, soil, geology, drainages)
 - Habitat classifications and map
 - Plant and wildlife species observed on the site (including map[s], as needed) and wildlife movement corridors
 - Identification and analysis of special status species observed or with potential to occur based on a habitat suitability assessment
 - Identification of protected trees
 - Evaluation of potential jurisdictional aquatic features
- Impact assessment
 - Assessment of the potential impacts of the project to identified regulated/sensitive habitats, wetlands and drainages, protected trees, wildlife movement, nesting birds, and/or special status species
 - Identification of measures to avoid, minimize, and/or mitigate potential significant impacts to regulated biological resources
 - Recommendations for additional studies and/or plans, if necessary, such as a jurisdictional delineation, species-specific survey, and/or arborist report
- Photo-documentation of the existing site conditions
- Graphics depicting site location, habitats, and special status species (if observed)

Subtask 1.1.2. Aquatic Resources Delineation

Consultant shall conduct a formal delineation of aquatic resources, including streams and wetlands, within the project site using the most current guidance provided by the regulatory agencies. Consultant shall delineate the boundaries of aquatic features with special emphasis on features subject to jurisdiction by the United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and/or CDFW. The aquatic resources delineation field survey shall focus on the location of the drainage structure repair plus a 100-foot buffer where access is granted. Specifically, Consultant shall confirm the location and extent of the following potential jurisdictional waters:

- Non-wetland waters of the United States, regulated by the USACE and RWQCB under Section 404 and Section 401, respectively, of the Clean Water Act (CWA), shall be delineated based on the Ordinary High Water Mark (OHWM)
- Wetlands, also considered waters of the United States, shall be delineated based on the USACE's three-parameter method considering hydrology, vegetation, and soils
- Santa Barbara County Wetlands as defined in the County's Environmental Thresholds and Guidelines Manual
- Streambeds and riparian vegetation regulated by the CDFW under Section 1600 et seq. of the California Fish and Game Code (CFGF) shall be delineated at the top of the physical bank or outer dripline of riparian vegetation, whichever is greater

To meet the requirements of the USACE and State methodologies, this task includes:

- The review of available background and agency database information
- Field reconnaissance for data collection on the three wetland parameters and/or OHWM indicators
- Write-up of findings and maps suitable for submittal to the USACE, RWQCB, and CDFW

Findings from the aquatic resources delineation shall be presented in the BRA report (see Subtask 1.1.1). The aquatic resources section of the report shall include a discussion of methodologies and results that detail the background information, field observations, data collected, and a summary of findings. A location map, soils survey map, data observation forms, complete list of plant species observed, and jurisdictional delineation map shall also be included. The BRA report shall contain narrative descriptions of the identified jurisdictional waters and wetlands, as well as representative photographs and quantified lengths and acreages.

Optional Subtask 1.1.3. Regulatory Permitting

The proposed project may trigger the need for the City to obtain one or more regulatory permits. The following optional subtasks have been included to support permitting of the proposed drainage structure replacement, if requested.

Section 404 Permit Application. Based on Consultant's understanding of the project and the assumption that project impacts to non-wetland waters would be less than 0.5 acre, Consultant believes a Nationwide Permit (NWP) 3, *Maintenance Projects*, will be the most applicable permit for the project to achieve compliance with CWA Section 404. If requested by the City, Consultant shall prepare a permit package for coverage under NWP 3 that shall include the Pre-construction Notification (PCN) form and supporting maps and documentation. Consultant shall provide the City with the completed application for review and, upon approval, Consultant shall submit the application to the USACE Los Angeles District on behalf of the City.

Section 401 Water Quality Certification Application. The need for an NWP would trigger the requirement for a Water Quality Certification from the Central Coast Regional Water Quality Control Board (CCRWQCB) to achieve compliance with CWA Section 401. If requested by the City, Consultant shall prepare and submit to the City for review an application for a Water Quality Certification to be submitted to the CCRWQCB. The application would include applicable measures to be implemented to avoid or minimize water quality impacts from sedimentation during construction. Upon approval, Consultant shall submit the application to the CCRWQCB on behalf of the City. This scope of work and cost estimate assumes the City will be responsible for the application processing fee.

Section 1602 Streambed Alteration Agreement Application. Based on Consultant's review of the proposed culvert design, impacts to CDFW jurisdictional areas are anticipated. If requested by the City, Consultant shall prepare an application for issuance of a Streambed Alteration Agreement (SAA) pursuant to Section 1602 of the CFGC. Consultant shall prepare and submit an application for an SAA to the City for review. Upon approval, Consultant shall submit the application to CDFW on behalf of the City. Upon submitting the SAA notification, CDFW has 30 days to review the notification package and determine if the submittal is complete. Once CDFW determines the notification packet is complete, and an SAA is required, CDFW may conduct a site visit and then would prepare the draft agreement within 60 calendar days. Consultant shall also assist with follow-up communication and review of the draft agreement, if requested by the City, for an additional fee.

Task 1.2. Cultural and Tribal Cultural Resources

Subtask 1.2.1. Cultural Resources Records Search

Consultant shall conduct a California Historical Resources Information System (CHRIS) records search of the project site and a 0.5-mile radius buffer at the Central Coastal Information Center (CCIC) located at the Santa Barbara Museum of Natural History. The primary purpose of the records search is to identify cultural resources known to exist within or adjacent to the project site. In addition to the archaeological inventory records and reports, Consultant shall examine readily available historical maps, National Register of Historic Places (NRHP), California Register of Historical Resources (CRHR), California Historical Landmarks List, California Points of Historical Interest List, California Built Environment Resource Directory, and Archaeological Determinations of Eligibility List. The records search shall also reveal the nature and extent of cultural resources work previously conducted within or near the project site. For cost-estimating purposes, Consultant assumes CCIC direct expenses shall not exceed \$900.

Subtask 1.2.2. Native American Heritage Commission Sacred Lands File Search

Consultant shall contact the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) search. The SLF search shall indicate whether

cultural resources important to Native Americans are present within the vicinity of the project site. This task does not constitute Native American consultation under AB 52. Consultant has included Optional Subtask 1.2.5, Assembly Bill 52 Consultation Assistance, if the City prefers Consultant's assistance with AB 52 consultation (see below).

Subtask 1.2.3. Field Survey

Upon completion of the records search, Consultant shall conduct a Phase I pedestrian survey of the project site. Consultant's archaeologist shall conduct the survey in a single day using pedestrian transects spaced at maximum intervals of five meters, covering the entire project site where access is available. Transect accuracy shall be maintained through use of a hand-held global positioning system (GPS) unit. For the purposes of this scope and cost estimate, Consultant assumes that the survey will be negative for cultural resources (inclusive of historic-period built environment resources). Should any cultural resources be identified during the survey, a scope and budget amendment shall be requested for formal recordation or record updating. This scope of work also assumes no testing or excavation shall be conducted, nor shall any artifacts, samples, or specimens be collected during the survey.

Subtask 1.2.4. Negative Findings Letter Report

Consultant shall prepare a letter report to the City for a negative study. The letter report shall be prepared consistent with the City's recently approved Historic Preservation and Archaeological and Tribal Cultural Resources Ordinance and shall include a project description, summary of background research, survey methods, management recommendations (if necessary), and figures. A draft report shall be submitted to the City for review and approval. Should cultural resources be found during the survey, a scope and budget amendment shall be submitted to complete a full technical report to address the project finds.

Optional Subtask 1.2.5. Assembly Bill 52 Consultation Assistance

If requested by the City, Consultant shall assist the City with AB 52 consultation. Under this subtask, Consultant shall assist the City with AB 52 consultation by requesting a list of AB 52-specific Native American contacts from the NAHC. Consultant shall provide the City with letters to be placed on City letterhead and mailed to the contacts and detailed instructions to ensure meaningful consultation with interested Native American groups shall be completed in accordance with AB 52. This scope of work and cost estimate do not include Consultant's attendance at consultation meetings; however, Consultant can provide such support for an additional fee, if requested by the City.

(d) Task 2. Initial Study-Mitigated Negative Declaration

Based on our understanding of the proposed project and the project area, Consultant assumes an IS-MND shall be the appropriate CEQA-compliance document for the project. If, however, during further project evaluation, Consultant

determines potentially significant impacts may occur that cannot be mitigated to less-than-significant levels, an Environmental Impact Report (EIR) may be required, unless the project can be redesigned to eliminate unavoidable potentially significant impacts. In this case, Consultant would advise the City immediately, and a scope and budget amendment would be necessary.

This scope of work and cost estimate do not include preparation of ADA-accessible documents or printed copies. However, accessible documents and/or printed copies can be provided for an additional fee.

Subtask 2.1. Administrative Draft IS-MND

Consultant shall prepare an administrative Draft IS-MND using the City's preferred format, based on the *CEQA Guidelines* Appendix G environmental checklist. Consultant shall incorporate information from relevant and available technical studies to assist in addressing environmental checklist issues. Where appropriate, impacts shall be quantified in relation to established thresholds of significance. Consultant shall conduct modeling to quantify air criteria pollutant and greenhouse gas emissions during project construction. Consultant assumes construction would occur within the allowable hours for construction in the City's Municipal Code, and therefore, quantification of construction noise is not necessary. Vehicle miles traveled (VMT) during construction are assumed to be minimal and would not require quantification to assess potential impacts. Based on the nature of the project, it is assumed operation of the project (post-construction) would result in zero or nominal emissions, and no air quality, greenhouse gas, noise, or VMT operational modeling/calculations are necessary for the IS-MND. Consultant understands the City will provide a project-specific Water Pollution Control Plan and Geotechnical Soils Evaluation for use in the environmental Impact analysis.

A determination of significance shall be made for each issue area and mitigation measures shall be provided as necessary for identified significant effects. Consultant shall submit the administrative Draft IS-MND in electronic format for City review.

Subtask 2.2. Public Review Draft IS-MND

Consultant shall respond to up to two rounds of consolidated comments on the Administrative Draft IS-MND from the City, to be provided in an electronic, editable format. Upon approval by the City, Consultant shall provide a website-ready PDF version of the public review Draft IS-MND. If requested by the City, Consultant shall prepare the Notice of Intent (NOI) to adopt an IS-MND and the Notice of Completion (NOC). Consultant assumes the City will be responsible for distributing the NOI and/or Draft IS-MND to interested parties; uploading the NOI, NOC, and Draft IS-MND to the State Clearinghouse's website; and publishing the NOI in a local newspaper and paying the associated publishing fee; however, Consultant may assist with these tasks upon request from the City, for an additional fee. Consultant shall be responsible for filing the NOI with the Santa Barbara County Clerk and payment of the necessary filing fee (\$50).

Subtask 2.3. Final IS-MND

Upon receipt of public comments on the public review Draft IS-MND, Consultant shall prepare draft responses to comments and the administrative Final IS-MND. For the purposes of cost estimating, this scope of work assumes up to five brief (three or fewer pages) comment letters will be received that can be adequately responded to within a maximum of 16 professional staff hours. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. Consultant reserves the right to reevaluate the effort level and request a scope amendment upon close of the public comment period. Consultant shall also prepare a Mitigation Monitoring and Reporting Program (MMRP), which shall include a list of all mitigation measures as well as required monitoring actions, responsible parties for monitoring, and timing of mitigation and monitoring activities.

Consultant shall also prepare and file the Notice of Determination (NOD) with the County Clerk and pay applicable filing fees (\$50 for the County Clerk and \$2,548 for the CDFW, if filed in 2022; it is noted the CDFW filing fee increases every January 1). Consultant assumes the City will be responsible for filing the NOD with the State Clearinghouse; however, Consultant may file with the State Clearinghouse on behalf of the City for an additional fee.

(e) Task 3. Public Hearing

Consultant's Project Manager or Principal-in-Charge shall attend one public hearing on the project/IS-MND (virtual or in-person, depending on the City's protocol in response to the COVID-19 pandemic). If requested by the City, Consultant may also present a summary of the environmental review process and IS-MND conclusions at the hearing. Consultant's attendance at additional hearings can occur for an additional fee.

(f) Task 4. Project Management

This task includes general management of Consultant's staff, budget and schedule management, and attendance by Consultant's Project Manager and/or Principal-in-Charge at up to four 1-hour virtual meetings/conference calls with City staff.

(g) Optional Task 5: Coordination with the California Coastal Commission

Due to the project's location within the Coastal Zone, a Coastal Development Permit (CDP) will be necessary for project implementation. Per the City's request, this optional task has been included in this proposal for consideration. If requested by the City, Consultant could assist City staff during coordination with California Coastal Commission (CCC) staff regarding the CDP for the project. A Consultant senior entitlement planner and a Consultant's biologist could meet with City and CCC staff to discuss the project, results of the BRA (Subtask 1.1.1) and Aquatic Resources Delineation (Subtask 1.1.2), and the CCC's expectations for Local Coastal Plan compliance. Following the meeting, Consultant could provide

ongoing assistance to City staff with CCC coordination, including email correspondence and necessary conference calls for CDP approval. Consultant assumes up to 20 hours of Consultant entitlement staff time and up to 4 hours of Consultant's biologist staff time for this task. Consultant also assume the City would be responsible for payment of any fees related to permitting agency coordination.

Exhibit B Fee Schedule

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	295
Director II	295
Principal I	285
Director I	285
Senior Supervisor II	258
Supervisor I	240
Senior Professional II	224
Senior Professional I	208
Professional IV	184
Professional III	170
Professional II	153
Professional I	136
Associate III	117
Associate II	102
Associate I	95
Field Technician	82
Data Solutions Architect	175
Senior GIS Specialist	164
GIS/CADD Specialist II	146
GIS/CADD Specialist I	131
Technical Editor	130
Project Accountant	110
Billing Specialist	95
Production Specialist	105
Clerical	95

*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$375.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – Black and White	\$0.20 (single-sided) & \$0.40 (double-sided)
Photocopies – Color	\$1.50 (single-sided) & \$3.00 (double-sided)
Photocopies – 11 x 17	\$0.50 (B&W) & \$3.30 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	\$88/day
4WD and Off-Road Vehicles*	\$140/day

Equipment	Day Rate
Environmental Site Assessment	
Soil Vapor Extraction Monitoring Equipment	\$155
Four Gas Monitor	\$133
Flame Ionization Detector	\$107
Photo Ionization Detector	\$80
Hand Auger Sampler	\$60
Water Level Indicator, DC Purge Pump	\$45
Natural Resources Field Equipment	
UAS Drone	\$268
Spotting or Fiberoptic Scope	\$165
Pettersson Bat Ultrasound Detector/Recording Equipment	\$165
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$110
GPS (Sub-meter Accuracy)	\$65
Infrared Sensor Digital Camera or Computer Field Equipment	\$55
Scent Station	\$22
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.50/\$0.50
Water and Marine Resources Equipment	
Boat (26 ft. Radon or Similar)	\$600
Boat (20 ft. Boston Whaler or Similar)	\$335
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$165
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$60
Refractometer (Salinity) or Turbidity Meter	\$37
Large Block Nets	\$110
Minnow Trap	\$95
Net, Hand/Large Seine	\$55
Field Equipment Packages	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$110
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$140
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$165
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$55
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.))	\$55/diver
Marine Field Package (PFDs - Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$55