

# 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 **Bengal Engineering** with an address at **360 S. Hope Ave Suite C-110, Santa Barbara, CA 93105** (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and County agrees to accept the services specified herein.

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

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

## 1. DESIGNATED REPRESENTATIVE

**Jesus Hernandez** at phone number **805-803-8797** is the representative of County and will administer this Agreement for and on behalf of County. **Md Wahiduzzaman** at phone number **805-563-0788 ext. 101** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated County representative may also be referred to herein as the "Contract Administrator."

## 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: **Jesus Hernandez, Public Works, 620 W Foster Road, Santa Maria, CA, 93455, 805-803-8797, jehernan@countyofsb.org**  
To CONTRACTOR: **Md Wahiduzzaman, Bengal Engineering, 360 S. Hope Ave Suite C-110, Santa Barbara, CA, 93105, 805-563-0788 ext. 101, md@bengalengineering.com**

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. PERFORMANCE PERIOD

- A. CONTRACTOR shall commence performance on **03/05/2024** and end performance upon completion, but no later than **06/30/2027** unless otherwise directed by County or unless earlier terminated.
- B. The Director of Public Works, or designee, may extend the period of performance of this Agreement for up to a period of one year by giving written notice of extension to CONTRACTOR.

## 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 Clause 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 manner consistent with the standards 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 MANDATORY DISCLOSURE**

- A. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.
- D. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, which certifies that CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility for participation in any state or local government agency 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**

- A. CONTRACTOR shall disclose in writing any financial, business, or other relationship with County that may have an impact upon the outcome of this Agreement, or any ensuing County construction project.

CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing County construction project, which will follow.

- B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.
- D. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this Agreement is also employed by the construction CONTRACTOR for any project included within this Agreement.
- F. Except for subcontractor whose services are limited to materials testing, no subcontractor who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.

#### **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 and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition (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**

- A. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- B. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT
- D. 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.
- E. **Statement of Compliance California:**
  - 1) CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
  - 2) During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
  - 3) CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing

Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full

**F. Federal Assurances:**

- 1) The CONTRACTOR, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- 2) The CONTRACTOR shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subcontractors.
- 3) CONTRACTOR, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONTRACTOR, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.
- 4) Solicitations for subcontractors, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- 5) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by COUNTY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to COUNTY, and shall set forth what efforts it has made to obtain the information.
- 6) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, COUNTY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies,
  - b. and/or Cancellation, termination or suspension of the Agreement in whole or in part.

**G. Pertinent Non-Discrimination Authorities:** During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- 2) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 3) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in

the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- 9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### 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. 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.

### **34. IMMATERIAL AMENDMENTS**

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

### **35. NEWS RELEASES/INTERVIEWS**

CONTRACTOR agrees for itself, its agents, employees, and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the County Agency Contact Person. CONTRACTOR further agrees that all media requests for communication will be referred to County's responsible personnel.

### **36. FEDERAL AND STATE PREVAILING WAGE RATES**

As applicable:

- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. No CONTRACTOR or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project unless registered with the

Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

E. Payroll Records

1. As Each CONTRACTOR and Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
  - i. The information contained in the payroll record is true and correct.
  - ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
  - i. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
  - ii. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.
  - iii. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or Subcontractor performing the work shall not be marked or obliterated.
5. The CONTRACTOR shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONTRACTOR or Subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

F. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

G. Penalty

1. The CONTRACTOR and any of its Subcontractors shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONTRACTOR or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code

§§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or Subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or Subcontractor.
4. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:
  - a. The AGREEMENT executed between the CONTRACTOR and the Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - b. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
  - c. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
  - d. Prior to making final payment to the Subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COUNTY shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

#### H. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONTRACTOR shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONTRACTOR or any of its Subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

#### I. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONTRACTOR and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONTRACTORS and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONTRACTOR and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios

for the AGREEMENT work. The CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

**37. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowable cost(s) of individual items.
- B. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super or Omni Circular)
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under applicable Federal Regulations, are subject to repayment by CONTRACTOR to County.
- D. When a CONTRACTOR or Subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.”
- E. All subcontracts shall contain the above provisions.

**38. SUBCONTRACTING**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between County and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to County for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR’s obligation to pay its subcontractor(s) is an independent obligation from County’s obligation to make payments to the CONTRACTOR.
- B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by County’s designated representative, except that, which is expressly identified in the approved Cost Proposal.
- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by County.
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- E. Any substitution of subcontractor(s) must be approved in writing by County’s designated representative prior to the start of work by the subcontractor(s).
- F. Prompt Progress Payment  
CONTRACTOR or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the subcontractors, to the extent of each subcontractor’s interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or subcontractor to a subcontractor, CONTRACTOR or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.  
  
In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney’s fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.
- G. Prompt Payment of Withheld Funds to Subcontractors  
No retainage will be held by the County from progress payments due to CONTRACTOR.

CONTRACTORS and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

### 39. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with **SWCA Environmental Consultants, Orcutt Surveying, Summit Geoscience, and Hamner Jewell & Associates** as identified in Attachment D (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. CONTRACTOR shall ensure subcontractor's compliance with California Labor Code, including but not limited to the payment of prevailing wage when required.

### 40. EQUIPMENT PURCHASES

- A. Prior authorization in writing, by County's designated representative shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by County's designated representative; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this Agreement is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONTRACTOR may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by County and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County."

- C. All subcontracts shall contain the above provisions.

### 41. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County's Deputy Director - Finance and Administration for Public Works.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by County will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this Agreement.
- D. CONTRACTOR and subcontractor Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, County, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by County to conform to the audit or review

recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by County at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, County or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the County to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

- 1) During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide and other applicable procedures and guidelines is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
  - b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) -the accepted rate will be eighty-five percent (85%) of the proposed rate.
  - c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- 2) If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
  - 3) If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
  - 4) CONTRACTOR may submit to County final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of County; and, (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between County and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

#### **42. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONTRACTOR warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

#### **43. PROHIBITION OF EXPENDING COUNTY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

A. CONTRACTOR certifies to the best of his or her knowledge and belief that:

- 1) No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any

state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

#### **44. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The CONTRACTOR shall promptly disclose, in writing, to the County office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this Agreement or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

#### **45. PROCUREMENT OF RECOVERED MATERIALS**

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **46. SUSPENSION FOR CONVENIENCE**

County may without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 90 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

#### **47. DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS**

CONTRACTOR must submit Local Assistance Procedures Manual Exhibit 9-F, 'Disadvantaged Business Enterprise (DBE) Running Tally of Payments,' no later than the 10<sup>th</sup> day of the following month after submitting an invoice for reimbursement. Form must also be emailed to [Business.Support.Unit@dot.ca.gov](mailto:Business.Support.Unit@dot.ca.gov).

- A. CONTRACTOR or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The COUNTY shows a contract goal for DBEs. CONTRACTOR shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

CONTRACTOR shall meet the DBE goal shown elsewhere in this Agreement or demonstrate that they made adequate good faith efforts to meet this goal. It is CONTRACTOR's responsibility to verify at date of

proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUPC) database and possess the most specific available North American Industry Classification System (NAICA) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONTRACTOR is responsible to document the verification record by printing out the CUCP date for each firm. A list of DBEs certified by the CUCP can be found at <https://ucp.dot.ca.gov/index2.jsp>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONTRACTOR purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONTRACTORS who enter into a federally-funded agreement will assist the COUNTY in a good faith effort to achieve California's statewide overall DBE goal.

B. The goal for DBE participation for this AGREEMENT is 11%. Participation by DBE CONTRACTOR or subcontractors shall be in accordance with information contained in Exhibit 10-O2: CONTRACTOR Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

C. CONTRACTOR can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONTRACTOR must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONTRACTOR has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONTRACTOR or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONTRACTOR from future proposing as non-responsible

E. Termination and Substitution of DBE Subcontractors

CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONTRACTOR obtains the COUNTY's written consent. CONTRACTOR shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONTRACTOR

shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 CONTRACTOR Contract DBE Commitment form, included in the Bid.

CONTRACTOR may request to use other forces or sources of materials if CONTRACTOR shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
3. Work requires a Professional license and listed DBE does not have a valid license under CONTRACTORs License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The COUNTY determines other documented good cause.

CONTRACTOR shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONTRACTOR and the COUNTY of the reasons why the use of other forces or sources of materials should not occur.

CONTRACTOR's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONTRACTOR to the DBE regarding the request.
3. Notices from the DBEs to CONTRACTOR regarding the request.

If a listed DBE is terminated or substituted, CONTRACTOR must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

#### F. Commitment and Utilization

The COUNTY's DBE program includes a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CONTRACTOR shall:

1. Notify the COUNTY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
  - Name and business address of each 1st-tier subcontractor

- Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
- Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

If CONTRACTOR is a DBE CONTRACTOR, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONTRACTOR in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONTRACTOR in writing of the certification date. CONTRACTOR shall submit the notifications to the COUNTY. On work completion, CONTRACTOR shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY within 30 days of contract acceptance.

Upon work completion, CONTRACTOR shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within 90 days of contract acceptance. The COUNTY will withhold \$10,000 until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

The COUNTY's reports of DBE participation to Caltrans, include both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT, as set forth in 49 CFR § 26.55.
- J. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONTRACTOR's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subcontractor is decertified during the life of the AGREEMENT, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the AGREEMENT, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

#### **48. FUNDING REQUIREMENTS**

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to County for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or County governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. County has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

#### **49. SAFETY**

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code § 591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code § 6500 and § 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

**50. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

In accordance with Public Contract Code §10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

**51. PROMPT PAYMENT FROM THE COUNTY TO CONTRACTOR**

The County shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONTRACTOR on a professional service contract. If the County fails to pay promptly, the County shall pay interest to the CONTRACTOR, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the County shall act in accordance with both of the following:

- a. Each payment request shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

Any payment request determined not to be a proper payment request suitable for payment shall be returned to County as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

**52. PROHIBITION ON CERTAIN TELECOMM PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:

- i. Procure or obtain;
- ii. Extend or renew a contract to procure or obtain; or
- iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

C. Telecommunications or video surveillance services provided by such entities or using such equipment.

- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- F. See Public Law 115-232, section 889 for additional information.
- G. See also 2 CFR § 200.471.

### 53. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
  - i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### 54. TITLE VI ASSURANCES

#### APPENDICES of the TITLE VI ASSURANCES

CONTRACTOR shall comply with the following Appendices of the Title VI Assurances as shown below. CONTRACTOR must include any applicable Title VI Assurances in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

#### APPENDIX A

During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (herein collectively referred to as CONTRACTOR agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of

Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

## **APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\* (\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

### **APPENDIX C**

#### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land" that:
  - 1) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

### **APPENDIX D**

#### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

## APPENDIX E

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging

programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## CONTRACTOR SIGNATURE PAGE

Agreement for services and work to be performed by CONTRACTOR between the County and CONTRACTOR.

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

**CONTRACTOR:**

Md. Wahiduzzaman, President  
Bengal Engineering  
360 S. Hope Ave Suite C-110  
Santa Barbara, CA 93105

License No. RCE C49838  
Business Type: Corporation  
md@bengalengineering.com  
805-563-0788 ext. 101

By: *Md. Wahiduzzaman*  
Authorized Representative

Date: 01/23/2024

# COUNTY SIGNATURE PAGE

Agreement for services and work to be performed by CONTRACTOR between the County and CONTRACTOR.

**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:**

Steve Lavagnino

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

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

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

**RECOMMENDED FOR APPROVAL:**

Scott D. McGolpin  
Director of Public Works

By: \_\_\_\_\_  
Department Head

DocuSigned by:  
*Scott McGolpin*  
2C7CB1830C5741F...

Date: 2/21/2024 | 4:43 PM PST

**APPROVED AS TO FORM:**

Greg Milligan  
Risk Manager

By: \_\_\_\_\_

DocuSigned by:  
*Greg Milligan*  
05F555F00269466...

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

DocuSigned by:  
*Betsy M. Schaffer*  
6BAAEA15901943F...

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

DocuSigned by:  
*Rachel Van Mullem*  
5DB10F553F3444F...

## Exhibit A – Statement of Work

Md Wahiduzzaman shall be the individual point of contact for providing all services hereunder. Contractor may not substitute other persons without the prior written approval of County's designated Representative.

Work shall comply with the proposal dated **October 18, 2023** and will occur pursuant to executed Task Orders.

Work shall be within the assigned maintenance Division of the County except as specified in the RFP and Exhibit B. The work includes Engineering services including but not limited to; site investigations and evaluation; conceptual planning; preliminary and final plans, specifications, and estimates; providing design support during construction; and developing as-built plans of transportation public works projects, as specified. The work does provide evaluation or discipline reports and is therefore A&E (Architecture & Engineering) service (Reference: California Government Code §4527.)

The Contractor assigned maintenance Division is: **SANTA BARBARA**.



**Suspension for Convenience:** County may, without cause, order Contractor in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 90 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

## SCOPE OF WORK AND PROJECT DELIVERABLES

### 1.1 DESCRIPTION OF WORK

Contractor will provide DESIGN Services as required for each Task Order and as so ordered by the Contract Manager, or Designee. Contractor shall maintain all required certifications to perform the work, namely a California Professional Civil Engineer in responsible charge. Contractor shall respond in a timely and cost-efficient manner to the County requests for DESIGN Services at any transportation project location throughout each assigned Maintenance Division within the County.

DESIGN Services may also include, but not be limited to: preparation of construction documents for transportation projects, provide environmental support services, assist in acquisition of various permits, perform land surveys, perform hydrology/hydraulic analysis, perform and provide geotechnical analysis/study reports, provide Plans, Specifications, and Estimate package, bid and construction support services and other services necessary to complete Task Orders in accordance with County directives on an as-needed basis. The scope of services will be defined by the Work Statement in the executed agreement and subsequent Task Orders. A general example is as follows:

#### WORK STATEMENT

Contractor agrees to provide County, including but not limited to, design services as needed. Work is to begin upon County and Contractor developing an estimate and schedule in a Task Order. Scope of work typically includes:

- a. Site Investigation/Evaluation/Analysis, Conceptual Planning
- b. Preliminary Design: Prepare benefit cost analysis, exhibits, and plans and estimates
- c. Prepare final design plans, specifications, and estimates
- d. Provide design support during construction phase, develop As-Built drawings

If the proposer is using subcontractors to perform certain work, no additional markup is allowed. The cost shown in the cost proposal for any test that a subcontractor may perform shall include any markups as resolved between the contractor and subcontractor.

This contract requires a DIR number issued by the California Department of Labor Relations for prevailing wage work.

### 1.2 TASKS AND DELIVERABLES

The scope of work will be broken down into the following tasks and associated deliverables:

#### 1. Contract Management

- a. Manage, administer, and coordinate all work required
- b. Coordinate with and inform the Contract Manager of staffing, schedule and budget changes
- c. Submit timely and accurate invoices
- d. Project development meetings/coordination
- e. Public Outreach

#### 2. Initiation and Review of Existing Data

- a. Meeting with Contract Manager and/or designees to identify environmental obstacles, review existing survey data/determine extents of topographic survey, discuss required studies/reports.
- b. Field review of project site with Contract Manager and/or designees.

#### 3. Design Recommendation Report

- a. Summary Report of Recommended Design
- b. 35% Layout plans with existing utilities shown, vicinity map
- c. 35% Cost Estimate

#### 4. 65% Plans and Cost Estimate

- a. Respond to County 35% Review Comments.

- b. A completed set of plans will be prepared, level of detail will be stated in Task Order (Level A, B or C):
  - i. Level A plans include: Title Sheet, Demolition Plan, Typical Sections, Layout, Profile, Superelevation, Construction Details, Drainage Plan and Details, Utility Plans, Construction Area Signs, Pavement Delineation sheets, Stage Construction, Right of Way, Cross Sections and Log of Test Boring sheets.
  - ii. Level B plans include: Title Sheet, Typical Sections, Layout, Profile, Construction Details
  - iii. Level C plans include: Sketch with conceptual plan and construction oversite
- c. 65% construction cost estimate with independent quantity check prior to submittal.

**5. 95% Plans, Specifications and Estimate**

- a. Respond to County 65% Review Comments.
- b. Prepare Project technical special provisions, based on Caltrans Standard Specifications
- c. 95% Plans with finalized proposed improvement plans after considering County comments and the project special provisions. Contractor will perform internal QA/QC review.
- d. 95% Cost Estimate using Caltrans Cost Data and local price index.

**6. Final (100%) Plans, Specifications and Estimate**

- a. Respond to County 95% Review Comments.
- b. Final Specification Comments
- c. Signed 100% Plans
- d. Technical Special Provisions
- e. Cost Estimate with DBE Analysis and Goal
- f. Design Calculations
- g. Quantity Calculations

## 1.3 STANDARDS

The Contractor must be knowledgeable of and adhere to the latest editions of pertinent standards of practice.

This includes, but is not limited to:

- All deliverables must be prepared in accordance with the current County of Santa Barbara Public Works Transportation Design Standards
- Current Caltrans Standard Specifications, Standard Plans, Local Assistance Procedure Manual (LAPM) and Land Surveying Manual
- All deliverables will comply with County, State, and Federal regulations
- All deliverables will be in English units
- All deliverables for Level A and B projects must be prepared using the latest version of Autodesk Civil 3D used by the County

## 1.4 PERSONNEL REQUIREMENTS

- Overview; The Contractor's personnel shall be capable, competent, and experienced in performing the types of work indicated in this RFP with minimal instruction and little to no supervision. Personnel skill level should match the job classifications as set forth below. The Contractor's personnel shall be knowledgeable about, and comply with, all applicable federal, state, and local laws and regulations. In location(s) where the Contractor personnel is expected to work for an extended period of time, the Contractor shall either relocate the personnel or make every effort to hire local persons at no additional cost to the County.
- Task Orders; Prior to preparing and issuing a Task Order, the County will discuss the availability of Contractor to fulfill the Design Services assignment based on input from the County. Once chosen, County will submit any applicable project documents to Contractor. Contractor confirms personnel by providing written communication that the Contractor is available for assignment.
- Additions or Substitutes; The Contractor is required to submit a written request and obtain the County's prior written approval for any substitutions or additions to the Contractor's originally proposed personnel

and project organization, as depicted on the proposed Contractor's Organization Chart or in the Contractor's cost proposal. Substitute personnel shall have the same job classification, meet or exceed the qualifications and experience level of the previously assigned personnel, and not exceed the billing rate so that no additional cost is incurred by the County. The substitute personnel shall have significant experience in the work involving similar transportation facilities for, at a minimum, two (2) previous projects, unless otherwise approved by the County.

The Contractor's personnel shall typically be assigned to and remain on Task Order until completion and acceptance of the project/deliverables by the County. After the County's approval of the Contractor's personnel and finalization of a Task Order, the Contractor may not add or substitute personnel without the County's prior written approval. Any substitute personnel shall meet the qualifications for performance of the work as demonstrated by a resume and copies of current certifications submitted by the Contractor.

Invoices with charges for personnel not pre-approved in writing by the County Contract Manager for work on the Contract and for each Task Order *shall not be reimbursed*. The removal or replacement of personnel without the written approval from the County shall be a material breach of the IDIQ agreement and may result in termination.

- Contractor Employee Leave; When assigned Contractor personnel are on approved leave and required by the County, the Contractor shall provide a substitute employee until the assigned employee returns to work from the approved leave. Substitute personnel shall be provided as described above.
- Training; The Contractor is responsible to provide fully trained personnel to efficiently perform the work. The Contractor's personnel may be asked to attend certain special training if recommended by the County. On such occasions, with written approval of the County, the County shall compensate the Contractor for the Contractor's actual cost for time spent in training only. All other costs, fees, and expenses associated with the training, or re-certification, including any transportation costs and training fees, shall be the Contractor's responsibility. In addition, services to train or re-certify the County personnel shall not be provided by the Contractor under this Contract.
- Job Classification: Contract Manager; Contractor shall provide a Contract Manager that will be responsible for the work under the IDIQ agreement. The Contractor Contract Manager shall perform, or ensure the performance of, the tasks described in the IDIQ agreement and subsequent Task Orders. In addition to other specified responsibilities, the Contractor Contract Manager shall be responsible for all matters related to the Contractor's personnel performing Design Services work, and Contractor's operations including, but not limited to:
  - Ensuring that deliverables are clearly defined and time-bound; and that the deliverables satisfy the County.
  - Supervising, reviewing, monitoring, training, and directing the Contractor's work.
  - Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the County Contract Manager.
  - Administering personnel actions for Contractor personnel and ensuring appropriate actions taken for personnel.
  - Maintaining and submitting organized project files for record tracking and auditing.
  - Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
  - Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
  - Assuring that all applicable safety measures are in place.
  - Providing monthly invoices no later than 30 days after the end of the month the work occurred within and include total Task Order amount, amount billed to date under the Task Order to date, the Task Order balance as well as the same for the total contract value.
  - Reviewing invoices for accuracy and completion before billing to the County.
  - Managing overall budget for Contract and provide report to the County Contract Manager.
  - Monitoring and maintaining required DBE involvement documentation.
  - Ensuring compliance with the provisions in this Contract and all specific Task Order requirements.
  - Monitoring the health and safety of personnel working in a hazardous environment in accordance with all applicable federal, state, and local regulations.
  - Knowledge, experience, and familiarity with prevailing wage issues and requirements in state of

- California.
    - Managing and coordinating with sub-consultants as well as other stakeholders defined in the Task Order.
- Job Classification: Stamping Engineer in Responsible Charge. As required, shall be a Professional Engineer registered & licensed in the State of California, in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists. The PE shall also have a documented minimum of 2 (two) years of experience in stamping plans, specifications, and estimates.
- Job Classification: Drafter, Designer, and other project personnel not identified on the Contractor's cost proposal, including, but not limited to, administrative office staff, shall also satisfy appropriate minimum qualifications identified herein or in each Task Order.

## 1.5 GENERAL REQUIREMENTS & TOOLS/MATERIALS

- Safety; Work shall not be performed when conditions prevent a safe and efficient operation. If such a condition exists Contractor agrees to immediately notify County.
- Overtime; The Contractor Contract Manager may direct the Contractor's employees to work overtime to meet Task Order schedules at Contractor's own expense. Otherwise, all overtime that will be submitted to County for payment shall be pre-approved and directed in writing by the County in the applicable Task Order or follow up written communication. County will only pay overtime to persons covered by the Fair Labor Standards Act.
- Costs; The County shall not incur costs beyond the funding commitments in each Task Order. If the Contractor anticipates that funding for work will be insufficient to complete work, the Contractor shall promptly notify the County in writing.

The Contractor may claim reimbursement for providing equipment or supplies. However, such claimed costs shall be in compliance with 48 Code of Federal Regulation (CFR), Chapter 1, Part 31 (Federal Acquisition Regulation - FAR cost principles) and 2 CFR, Part 200, and be consistent with the Contractor's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies, and private clients.

- Cost Prohibitions; The County shall not reimburse the Contractor for costs to relocate its personnel to the service area. The County shall not reimburse the Contractor for per diem costs, unless preapproved by the County. The County shall not reimburse the Contractor for out-of-state travel without prior written approval from the County.
- Tools/Materials; Contractor shall provide all necessary tools, instruments, equipment, materials, supplies, and safety equipment required to perform the work identified in each Task Order and the agreement accurately, efficiently, and safely. The Contractor's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Contractor shall not be reimbursed separately for tools of the trade.

Contractor shall have and provide adequate office equipment and supplies to complete the work required. Such equipment and supplies shall include, but not be limited to:

- Office Supplies.
- Calculators, computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
- Data processing systems, software packages, reference materials, construction survey equipment, or other tools, including hardware and software, used in providing transportation design deliverables.

If the Contractor fails to submit the work products, upon request by the County, the County shall have the right to withhold payment and/or terminate the Task Order or the IDIQ agreement in accordance with the termination

provisions. If the Contract is terminated, the Contractor shall, at the County's request, return all materials recovered or developed by the Contractor under the Contract including, but not limited to, photos, field notes, computer data files, maps, artifact collections, catalogs, estimates, office notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, products, data, manuals, details, deliverables, backup documents, other documents, and all other items produced under the Contract.

The County shall not pay the Contractor for the Contractor's work under the Contract and the charges incurred by the Contractor that does not conform to the requirements specified in the Contract and to the applicable Task Order, and such work shall be corrected at the Contractor's sole expense at no additional cost to the County.

## **Exhibit B – Payment Arrangements Specified Rates of Compensation**

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Cost Proposal, as described in this Exhibit. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by County, County will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a County Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both County and CONTRACTOR.
- E. Task Orders shall be negotiated for specific rates of compensation, which must be based on the labor and other rates set forth in CONTRACTOR's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the County designated representative before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONTRACTOR shall not commence performance of work or services until this contract has been approved by County, and notification to proceed has been issued by the County designated representative. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to County and signed by an authorized representative of County. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by County.
- K. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the County designated representative of itemized invoices. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due County that include any equipment purchased under the provisions of Section 11 Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to the County designated representative at the following address:

County of Santa Barbara  
Jesus Hernandez  
620 West Foster Road  
Santa Maria, CA 93455

- A. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- B. The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- C. If the CONTRACTOR fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- D. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- E. The total amount payable by County for all Task Orders resulting from this contract shall not exceed **\$1,000,000**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- F. All subcontracts shall contain the above provisions.

**FORM 10-H2 Cost Proposal Page 1 of 3**  
**COUNTY OF SANTA BARBARA PUBLIC WORKS TRANSPORTATION - DESIGN SERVICES**

Note: Mark-ups are Not Allowed  
 Consultant: **Bengal Engineering, Inc.** Subconsultant  
 Project No.: TBD Contract No.: TBD Participation Amount: Subconsultant  
 Date: 11/8/2023 2nd Tier Subconsultant

**Prime Consultant**

For Combined Rate Fringe Benefit	65.73%	+	Overhead+General & Administrative	84.60%	=	Combined ICR	150.33%	
For Home Office Fringe Benefit	65.73%	+	Overhead+General & Administrative	84.60%	=	Combined ICR	150.33%	
For Field Office Fringe Benefit		+	Overhead+General & Administrative		=	Combined ICR		
							Fee	10.0%

**BILLING INFORMATION**

Name/Job Title/Classification	Straight	Hourly Billing Rates		Effective Date of Hourly Rate		Actual of Avg. Hourly Rate	% or \$ Increase	Hourly Range - for Classification Only
		OT(1.5X)	OT(2X)	From	To			
Contract Manager	\$ 198.59			1/1/2024	12/31/2024	\$ 72.12	0%	Not Applicable
	\$ 202.56			1/1/2025	12/31/2025	\$ 73.56	2%	
	\$ 206.61			1/1/2026	12/31/2026	\$ 75.03	2%	
Stamping Engineer In Responsible Charge	\$ 144.79			1/1/2024	12/31/2024	\$ 52.58	0%	\$47 to \$65
	\$ 147.68			1/1/2025	12/31/2025	\$ 53.63	2%	
	\$ 150.63			1/1/2026	12/31/2026	\$ 54.70	2%	
Designer	\$ 129.42			1/1/2024	12/31/2024	\$ 47.00	0%	\$43 to \$55
	\$ 132.01			1/1/2025	12/31/2025	\$ 47.94	2%	
	\$ 134.65			1/1/2026	12/31/2026	\$ 48.90	2%	
Drafter	\$ 115.65			1/1/2024	12/31/2024	\$ 42.00	0%	\$42 to \$45
	\$ 117.97			1/1/2025	12/31/2025	\$ 42.84	2%	
	\$ 120.32			1/1/2026	12/31/2026	\$ 43.70	2%	

**CALCULATION INFORMATION**

**NOTES:**

- All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**FORM 10-H2 Cost Proposal Page 2 of 3**  
**COUNTY OF SANTA BARBARA PUBLIC WORKS TRANSPORTATION - DESIGN SERVICES**  
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

2nd Tier Subconsultant  
 Date: 11/8/2023

Subconsultant

Prime Consultant

Note: Mark-ups are Not Allowed  
 Consultant: Bengal Engineering, Inc.  
 Project No.: TBD  
 Contract No.: TBD  
 Participation Amount:

**SCHEDULE OF OTHER DIRECT COST ITEMS**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs		mile	\$ 0.655	\$ -
Equipment Rental and Supplies				\$ -
Permit Fees				\$ -
Plan sheets Color 24x36		Sheet	\$ 2.10	\$ -
Plan sheets B/W 24x36		Sheet	\$ 1.32	\$ -
Mylar 24x36		Sheet	\$ 12.00	\$ -
Subconsultant 1			\$ -	\$ -
Subconsultant 2			\$ -	\$ -
Subconsultant 3			\$ -	\$ -
Subconsultant 4			\$ -	\$ -
Subconsultant 5			\$ -	\$ -

**NOTES:**

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

**EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3****Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration c  
Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicat

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Md. Wahiduzzaman</u>	Title*:	<u>President</u>
Signature:	<u></u>	Date of Certification (mm/dd/yyyy):	<u>11/8/2023</u>
Email:	<u><a href="mailto:Md@bengalengineering.com">Md@bengalengineering.com</a></u>	Phone Number:	<u>805-563-0788 x 101</u>
Address:	<u>360 S. Hope Ave. Suite C-110 Santa Barbara, CA 93105</u>		

organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Prime Consultant for On-Call Civil Engineering Design Services

## EXHIBIT C

### Indemnification and Insurance Requirements (For Design Professional Contracts that also Include Non-Design Services)

#### INDEMNIFICATION

##### **A. Indemnification pertaining to Design Professional Services:**

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR'S proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay COUNTY'S cost of defense to the fullest extent permitted by law.

##### **B. Indemnification pertaining to other than Design Professional Services:**

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

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

#### INSURANCE

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

##### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above,

the COUNTY requires and shall be entitled to the broader coverage for and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10. CG 20 26, Cg 20 33 or CG 20 38; and CG 20 37 if a later revisions 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 state 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** – Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.

- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

## **ATTACHMENT B – CONTRACTOR INFORMATION SHEET**

## Attachment B Contractor Information Sheet

Name of Proposer **Bengal Engineering, Inc.**

Business P.O. Box **none: send to Business Address**

City, State, Zip **none: send to Business Address**

Business Street Address **360 South Hope Ave., Ste C110**

City, State, Zip **Santa Barbara, CA, 93105**

Telephone No. **(805) 563-0788**

Fax No. **fax not used anymore**

Contractor License No. **N/A: Bengal is a "design" firm.**

Public Works Contractor Registration No. **N/A: Bengal is a "design" firm.**

Business Type (Check One) **Corporation:**  **Partnership:**  **Sole Proprietorship:**

Contact Person Name **Md. Wahiduzzaman**

Contact Person Phone No. **(805) 563-0788-X101**

Contact Person Email **Md@BengalEngineering.com**

Employer's Tax Identification Number **20-2027764**



## **ATTACHMENT C – DBE REQUIREMENTS**

## Exhibit 10-O2 CONTRACTOR Contract DBE Commitment

July 23, 2015

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

1. Local Agency: County of Santa Barbara      2. Contract DBE Goal: 11%
3. Project Description: Construction DESIGN SERVICES Services, IDIQ, 2023-2026
4. Project Location: Countywide, Various, IDIQ
5. Contractor's Name: \_\_\_\_\_ 6. Prime Certified DBE:  7. Total Contract Award Amount: \_\_\_\_\_
8. Total Dollar Amount for **ALL** Subcontractors: \_\_\_\_\_ 9. Total Number of **ALL** Subcontractors: \_\_\_\_\_

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>			
20. Local Agency Contract Number: <u>IDIQ04</u> 21. Federal-Aid Project Number: <u>NA</u> 22. Contract Execution Date: _____			\$
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			%
23. Local Agency Representative's signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>  IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  _____ 15. Preparer's Signature      _____ 16. Date _____ 17. Preparer's Name      _____ 18. Phone _____ 19. Preparer's Title

DISTRIBUTION: 1. Original – Local Agency, 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**ADA Notice:**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## **ATTACHMENT D – PROPOSAL**

**Bengal Engineering's Proposal  
To Provide IDIQ Professional Engineering Services  
for a Three-Year Period to the  
County of Santa Barbara  
Public Works Department - Transportation Division**

**Mr. Cesar Morales,  
123 East Anapamu Street, Santa Barbara, CA 93101**



*Image Above: Santa Monica Debris Basin, Carpinteria CA, October 2023*

Bengal Completed All Roadway, Bridge, Flood Control Structure, Drainage,  
Geotech and Hydraulic Components for Santa Barbara County



## Contents

<b>Transmittal Letter .....</b>	<b>0</b>
<b>Bengal’s Understanding of Work, Experience, Qualifications .....</b>	<b>1</b>
Understanding of Work to be Done .....	1
Bengal was Founded by Former Santa Barbara County Public Works Engineers.....	1
Bengal Understands the Key Components for Project Success.....	1
Bengal Understands that Cost Limitations are Real .....	2
Bengal Understands Schedules are Important: Failure to Deliver Can Require “Payback” .....	2
Bengal Understands Required Format of Deliverables: PS&E Package.....	2
Bengal Understands “The Right Project Team” Makes for Success .....	4
Experience with Similar Kinds of Work .....	4
Examples of Transportation Projects Where Bengal was “Prime” .....	5
Examples where Bengal was the Subcontractor Responsible for Roadway and Bridge Design.....	11
<b>Detailed Descriptions of Projects Completed within Last 3 Years .....</b>	<b>12</b>
Santa Monica Debris Basin Operation Improvements: County of Santa Barbara, CA.....	12
Rincon Multi-Use Trail: City of Carpinteria: On-Call .....	13
Roadway Rehabilitation Projects: City of Simi Valley, CA On-Call .....	14
State Street Undercrossing: City of Santa Barbara, CA.....	15
<b>Bengal’s Staff .....</b>	<b>16</b>
Quality of Staff for Work to Be Done .....	16
Staff Registration:.....	16
Capabilities/ Typical Services .....	16
Federal Process Experts: .....	16
Bengal is a Local Company .....	16
<b>Bengal has No “Conflict of Interest” Issues .....</b>	<b>17</b>
<b>Bengal is not involved in any Litigation.....</b>	<b>17</b>
<b>Bengal’s Agreement for Services of Independent Contractor .....</b>	<b>17</b>
<b>Attachment A Agreement for Services of Independent Contractor.....</b>	<b>18</b>
<b>Attachment B Contractor Information Sheet .....</b>	<b>19</b>
<b>Attachment C Disadvantaged Business Enterprise (DBE) Information.....</b>	<b>20</b>
<b>Attachment D Resumes of Key Personnel .....</b>	<b>21</b>

## Transmittal Letter



**October 18, 2023**

### **Bengal Engineering's Proposal to Provide IDIQ Civil Engineering / Transportation Services for a Three-Year Period**

**Cesar Morales, Contract Manager**

Santa Barbra County Public Works Department: Transportation Division

Dear Mr. Morales,

Bengal Engineering (Bengal) is a local, Santa Barbara-based company. Although we have specialized in providing professional civil engineering design services to agencies throughout California since 1996, providing these services to our own community gives us the most satisfaction.

Our in-house services include all elements requested in this RFQ including:

- a. Project Management for State & Federally Funded Public Works Projects
- b. Grant Funding Application Assistance
- c. FHWA ER and FEMA DSR preparation
- d. Site Investigation, Evaluation Analysis, Conceptual Planning
- e. Preliminary Design: prepare benefit cost analysis, exhibits, and plans and estimates
- f. Prepare Final Design: plans, specifications, and estimates
- g. Provide Design Support: during construction phase, develop As-Built drawings

We're proud to mention that in addition to completing many projects on time and on budget, we've received numerous noteworthy industry awards for our innovations.

### **Bengal Has Successful Experience with On-Call, IDIQ Contracts**

Because Bengal has provided on-call engineering services to many agencies, including Santa Barbara County, we understand the protocol to tailor a project-specific scope, estimate, and schedule to each Task Order the County chooses to assign to us. We expect the projects may widely vary in scope and stand ready to lend a hand drawing on our deep well of experience to solve problems or build improvements. See the section entitled, "Experience with Similar Kinds of Work" for more information.

### **Bengal's proposed team includes:**

Bengal Engineering	Roadway, Civil, Hydraulic, Geotechnical and Bridge Engineering
SWCA Environmental Consultants	Environmental Planning, Studies, Permitting
Orcutt Surveying	Project Surveying
Summit Geoscience	Geotechnical Engineering
Hamner Jewell & Associates	Right of Way Acquisition and Support (if needed)

**Bengal Engineering is a California Unified Certification Program DBE Firm.**

As president of Bengal Engineering, I will personally be involved with every project. We are ready to start work and look forward to your response.

Sincerely,



Md Wahiduzzaman, PE  
President  
Md@BengalEngineering.com



*Some of Bengal's Team at the Hospital Road Bridge Project.*

## Bengal's Understanding of Work, Experience, Qualifications

### **Understanding of Work to be Done**

Bengal Engineering is a full-service Civil Engineering company, founded in Santa Barbara in 1996. As evidenced in the "Experience" section, you'll notice our core focus is engineering for public works, and that "Transportation" is a key component of all the highlighted work.

### **Bengal was Founded by Former Santa Barbara County Public Works Engineers**

In terms of "understanding the work to be done", Bengal's founders, Scott Onishuk and Md. Wahiduzzaman both worked as Santa Barbara County Public Works engineers for over 12-years. In this capacity they designed and helped build many roadway and bridge projects for the citizens. In the more than 23-years since, these founders have designed a variety of transportation projects throughout California, including many in Santa Barbara County. This broad experience provides a deep understanding to serve the County's needs on projects as assigned.



*Photo (Left-to-Right) Scott Onishuk, Ed Pongracz-Bartha, Md.*

*Wahiduzzaman during the geotechnical investigation for the design of Rincon Trail, an on-call project for the City of Carpinteria.*

### **Bengal Understands the Key Components for Project Success**

Bengal understands that right-of-way negotiations (which includes the utility relocations) and environmental permitting often control project approach and schedule. Therefore, rather than focusing solely on the "engineering", Bengal often tailors the overall project approach to:

1. Obtain the environmental permits during the Project Approval & Environmental Document stage
2. Ensure certification of the right of way before advertising for construction bids

Our project approach is consistent with the Caltrans Local Assistance Guidelines and Procedures.



### **Bengal Understands that Cost Limitations are Real**

In the case of ATP grants, project scope and budget set by funding applications are “concrete”. Consequently, it is important the grant applications consider all the costs the project will face. Because funding is usually limited, it is important to consider if the environmental permitting should include both CEQA and NEPA - the latter to accommodate federal funding.

Key decisions in project approach often hinge on right-of-way constraints which can guide the whole project because right-of-way can be costly to obtain and utilities expensive to relocate. Early determination of right-of-way ownerships and “prior rights” are crucial to keep the project on track.

### **Bengal Understands Schedules are Important: Failure to Deliver Can Require “Payback”**

True project success includes controlling the schedule to complete that project and this is one reason why new Federal guidelines for Active Transportation Project require “A Timely Use of Funds”. Today ATP projects provide only 20 months for each phase: PA&ED, PS&E, R/W, & CON. Construction must be completed within 36 months of award of funding.

### **Bengal Understands Required Format of Deliverables: PS&E Package**

Having completed many projects for Santa Barbara County, Bengal understands the format of the PS&E package. Typically, the project specific plans are complimented by both the Caltrans Standard Plans and the County Standard Details; the Special provisions follow Caltrans format.

**ATP Project Funding:**  
**“Free Money isn’t Free”**  
**Setting Your Own Destiny**

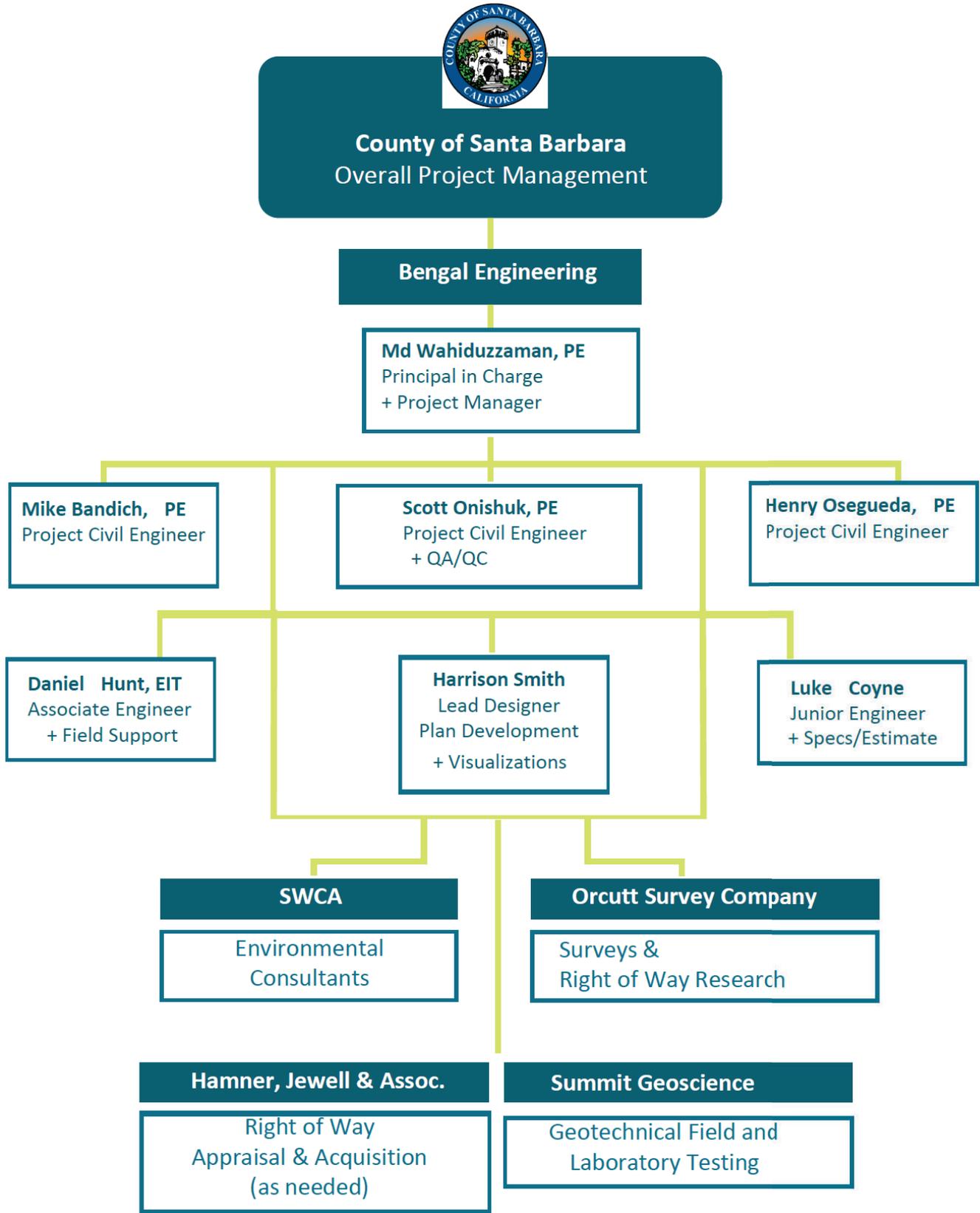
- **Environmental Permitting**
- **Right-of-Way and**
- **Utility Relocation**

**Scott Onishuk, Bengal Engineering**

*Scott Onishuk recently led a funding seminar at International Right-of-Way Association in Santa Barbara.*





## **Bengal Understands “The Right Project Team” Makes for Success**

Bengal’s team provides all the engineering you need in-house, including all work for roadway/transportation design, including bridge design should you need it for a bike path or parks project, in addition with all skills needed for geotechnical, hydraulic, drainage and emergency response.



*Garey Bridge, east of Santa Maria, CA: Designed by Scott Onishuk and Md. Wahiduzzman while working for Santa Barbara County Public Works Department-Transportation Division*

## **Experience with Similar Kinds of Work**

This section highlights Bengal’s experience with **transportation** work. Some examples were federally funded and augmented by local & state matches, others were completed with local funding only.

Some of these projects were completed as part of “on-call or IDIQ programs” similar to the County’s current plan. Others, such as many of the Federally-Funded Highway Bridge Program projects, were undertaken through individual RFP’s by agencies through the Caltrans Local Assistance program.

Note that listed projects are offered to convey that Bengal has:

1. A deep understanding of public works transportation projects
2. Broad experience in successful completion of project which face project constraints
3. Leadership and understanding of the trends in the local transportation engineering industry
4. Long-standing experience working with local stakeholders including Santa Barbara County public works, Caltrans, and local cities
5. A thorough understanding of project delivery including control of scope, schedule, and costs

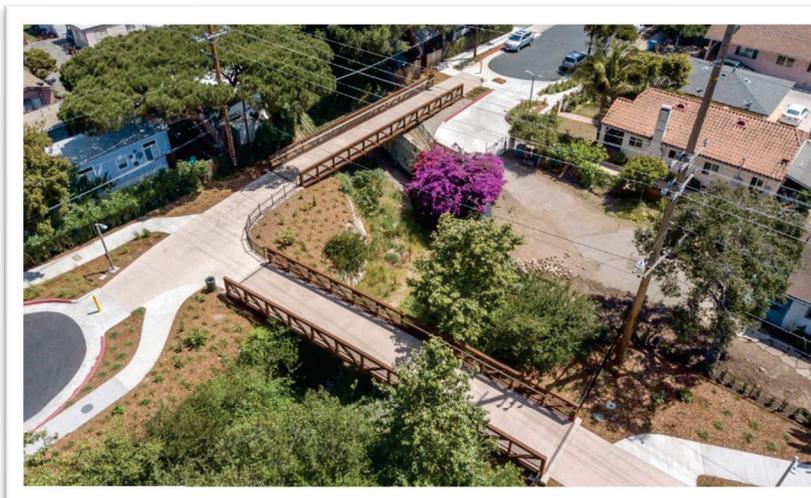


## Examples of Transportation Projects Where Bengal was "Prime"

### City of Santa Barbara

- Replacement of Mason St. Bridge: PM, H&H, Geotech, Bridge, Channel Walls, Roadway
- Replacement of Haley/De La Vina St. Bridge: PM, H&H, Geotech, Bridge, Channel Walls, Roadway
- Replacement of Cota Street Bridge: PM, H&H, Geotech, Bridge, Channel Walls, Roadway
- Retrofit of Valerio St. Bridge: H&H & Bridge
- Oak Park Pedestrian Bridge: PM, H&H, Geotech, Bridge, Trail
- Replacement of "Upper" De La Vina St. Br.: PM, H&H, Geotech, Bridge, Channel Walls, Roadway
- Replacement of Quinientos St. Bridge: PM, H&H, Geotech, Bridge, Channel Walls, Roadway
- 2023 Remodel of the State Street Undercrossing/ State Hwy 101: PM, Caltrans ATP project
- Las Positas / Modoc Trail Caltrans ATP Project: PM, Geotech, Retaining Wall and Custom Barrier Design

### Cacique / Soledad Pedestrian Bridges: Caltrans ATP Project



*Awarded American Society of Civil Engineers 2019 "So. Cal Bridge of the Year" (LEFT)*

*Replacement Cabrillo Blvd. Bridge:*



*Awarded American Society of Civil Engineers "2017 Bridge of the Year"*



## Vandenberg AFB: IDIQ

- Stabilization of Command and Detect Access Road: Geotech, Roadway, Walls, Drainage
- Realignment of access road to radar at Pillar Point
- Emergency relocation of Coast Road and repair of parking at SLC-6: Roadway Design, Surveying, Geotech, Ground Investigation
- Bridge Inspection, Develop Bridge Load Ratings, Develop Repair/Retrofit Plans and Scour Evaluation per National Bridge Inspection Standards (NBIS) rating system for the VAFB structures
- Strategic Structure (Classified) Vibration Analysis and Evaluation for Mission Critical Sensitive Equipment Performance.
- Lead Firm Managing numerous Power Transmission Lines, Substations and Space Related Engineering Projects.
- Sinkhole Risk Analysis, Develop Detour Plan for a Highly Classified Sensitive Time Critical ER Project.
- Emergency Retrofit of 13th St. Bridge over the Santa Ynez River: Bridge and Geotech



*Md. Wahiduzzaman (yellow arrow) coordinates with VAFB Civil Staff*



### City of Solvang: IDIQ / On-Call

- Improvements to Alisal Road: 2 miles of Roadway Widening and Realignment
- Retrofit of Alisal Road Bridge

### City of Goleta: IDIQ / On-Call

- Widening of South Storke Road: Phelps to El Colegio: Project Study
- Widening of Hollister Ave. from Storke to Old Glen-Annie: Project Study
- Inspection of the Pedestrian Causeway at Lake Los Carneros
- Widening of Storke Rd. from Hollister to Bolay Drive: Bus Stop relocations and turn pocket mods.
- Reconstruction of Orange Ave. from Hollister Ave. South to Carson St.
- San Jose Creek Capacity Improvements: Portions included realignment of Kellogg Ave and reconstruction of portions of Hwy 217, along with long-term ramp and lane closures

### City of Carpinteria On-Call

- Widening of 7th St / Hwy 101 Overcrossing: Project Study
- Pedestrian Crossing of UPRR at Linden Ave: Project Study
- Rincon Trail and Bridge over UPRR: PS&E for New Trails
- Emergency Repair of the 8<sup>th</sup> St. Pedestrian Bridge



*One of the many alternatives Bengal created for the Environmental permitting process for the Rincon Trail Project. Bengal is the "Prime" for this +\$20 million transportation project.*



## City of Santa Maria On-Call

- City of Santa Maria: Improvements to Betteravia Drive: Widening and Signal Mods (2 phases)
- Street Widening and Grading for Fire Station 4
- 8000 LF Waterline Extension: Stowell & Black Road to Wastewater Plant  
This project is mentioned because it includes considerations for roadway reconstruction.
- Suey Road Low-Water Crossing: H&H, Geotech, Roadway and Bridge Design, CM oversight



- Town Center East Parking Structure Assessment  
*Suey Rd. Low-Water Crossing: Awarded APWA National Bridge Project of the Year:  
Projects under \$20 Million*



**City of Gilroy: On-Call**

- Extension of 10th Street and Construction of 2 Bridges: This is a \$30 million transportation project.
- Extension of Cohansey Ave., including a new bridge over Uvas Creek & extension of bike path
- Reconstruction of Eigelberry Street: "Street Diet", ADA ramps, and parking reconfiguration
- Planning study for bike path improvements: Gilroy Gardens, Gilroy Sports Park
- Safety Improvements for 10th Street: Princevalle St. to Monterrey Street

*Image Right: Completion of Cohansey Ave. Bridge and Bike Path designed by Bengal Engineering for the City of Gilroy: IDIQ project*

*People Left-Right: Jorge Duran, City Inspector, Gary Heap, City Engineer, Scott Onishuk, Bengal PM*



*Above: Concept Visualization of the Extension of 10<sup>th</sup> Street across Uvas Creek, Gilroy, CA*

*Bengal is "Prime" for this project: scope includes 2 bridges, a roundabout, and several bike trails*

*This project is being administered through the City of Gilroy's On-Call program.*



**City of Simi Valley: On-Call**

- Reconstruction of Los Angeles Ave: Pavement Replacement: ADA ramps
- Reconstruction of Alamo Road: Pavement Replacement: ADA ramps

**City of La Quinta: Federal HBP**

- Dune Palms Low Water Crossing: 580-foot-long Bridge and 4-lane Roadway Extension

**San Benito County Public Works: Federal HBP**

- Hospital Road Bridge: 4000-foot Roadway: Roadway, Geotech, Bridge

*Awarded APWA 2022 Project of the Year:  
Structures less than \$25 Million*

*2022 APWA Award Ceremony: People Left-Right  
Steve Loupe, County Engineer  
Scott Onishuk, Roadway Engineer  
Md. Wahiduzzaman, Bridge Engineer*



**Santa Barbara County Public Works**

- Safety Improvements to Harris Grade Road: Roadway Realignment SB County PW
- Remodel Tajiguas Access Roads for “back canyon expansion”: SB Resource Recovery
- San Jose Creek Bike Path and Bridge: Santa Barbara County Public Works
- Emergency Repair of Old San Marcos Road: Grading, Drainage, Slope Stability Analysis
- Rehabilitation of Old Foothill Landfill: grading and drainage
- South Coast Transfer Station Storm Water Control Improvements



*San Jose Creek Bike path Ribbon-Cutting Ceremony  
Project proponents share the moment. Brittany Heaton, Project Manager, far right*



### Examples where Bengal was the Subcontractor Responsible for Roadway and Bridge Design

- SLO County: Main Street Bridge over Santa Rosa Cr. - Bridge and Roadway
- SLO County: Moonstone Bridge - Bridge Design Check, H&H
- SLO County: San Simeon Creek Bridges - Bridge Design Check and H&H
- SLO County: Highway 1 at Cambria Drive: Widen Hwy 1, and Design of New Bridge
- Tefft Street / Hwy 101 Interchange: Retaining Wall Design for Interchange Remodel
- SLO County: Morro Bay Bike Path Bridge: Geotech and Bridge Design

*Image Right: Md. Wahiduzzaman and Supervisor Bruce Gibson enjoy the ribbon cutting ceremony for the Main Street bridge in Cambria, designed by Bengal Engineering .*



### Riverside County Transportation Commission

- Coachella Valley Link Trail Network: Bengal designed shade structures, walls, and bridges in many locations as part of a 50-mile trail network. ALTA Planning and Design in Portland, OR is the “prime”.



*Image Left: Coachella Valley Link Trail Network  
Bengal is part of the design team.*



## Detailed Descriptions of Projects Completed within Last 3 Years

### **Santa Monica Debris Basin Operation Improvements: County of Santa Barbara, CA**

**Agency:** Santa Barbara County Flood Control & Water Conservation District

**County Project Manager:**

Matt Griffin, P.E.  
123 E Anapamu St,  
Santa Barbara, CA

(805) 568-3444  
mgriff@countyofsb.org

**Contract:** \$ 670,000

**Funding Source:** County & NRCS

**Contract Date:** 11/2019

**Completion:** In Construction

**Project Description:** Following the devastating debris flows that followed the Thomas Fire in Santa Barbra County. Bengal was hired to design improvements to the County Flood Control District's Santa Monica Debris Basin to protect the City of Carpinteria. The improvements included the design of two bridges, modifications to four inlet towers and storm drains along with a new low-flow diversion. These improvements will allow the basin to perform at a much higher rate and provide easier and safer access for maintenance. This +\$5 million project is under construction and expected to finish this year.

**Key Bengal Staff:**

- **Scott Onishuk, PE** Principal in Charge, Lead Civil
- **Md Wahiduzzaman, PE** Bridge & Structure Lead
- **Harrison Smith** Civil 3D & Plan Production
- **Mike Bandich, PE** Civil 3D & Plan Production
- **Henry Osegueda, PE** Civil 3D & Plan Production



*Upper Bridge's Falsework Being Set*



*Upgraded Inlet Tower Modifications Being Poured*



## Rincon Multi-Use Trail: City of Carpinteria: On-Call

**Agency:** City of Carpinteria

**City Project Manager:**

John Ilasin, P.E. 5775  
Carpinteria Ave,  
Carpinteria, CA

(805) 684-5405  
[johni@carpinteriaca.gov](mailto:johni@carpinteriaca.gov)

**Contract:** \$ 740,000

**Funding Source:** SBCAG  
Mensure A

**Contract Date:** 1/2017

**Completion Date:** 2024

**Project Description:** Bengal is serving as “Prime” designer of this 2,700-foot-long coastal trail with a 160-foot long bridge over the Union Pacific Railroad tracks near Rincon Point. The multi-use trail involves earthwork that overcomes challenging terrain on the California Coast between Santa Barbara and Ventura Counties. Engineering challenges include a long span bridge and extensive grading to create an ADA-compliant path for all to enjoy.

Environmental and archeological considerations are also part of our design. Bengal has completed all the work on-time and under budget. Project is currently paused for more environmental review.

**Key Bengal Staff:**

- **Scott Onishuk, PE** Project Manager, Trail & Drainage Design
- **Harrison Smith** Drainage Plans, Rendering, Civil3D
- **Mike Bandich, PE** Plan Production
- **Daniel Hunt, EIT** Plan Production
- **Md. Wahiduzzaman, PE** Bridge Design / Slope Stability Analysis



*Bengal's Public Exhibit for Rincon Trail Road: Proposed 160-foot long Bridge over UPRR*



### Roadway Rehabilitation Projects: City of Simi Valley, CA On-Call

**Agency:** City of Simi Valley

**City Project Manager:**

Fuad Shamout, P.E.  
2929 Tapo Canyon Rd,  
Simi Valley, CA

(831) 583-6700  
[FShamout@simivalley.org](mailto:FShamout@simivalley.org)

**Contract:** \$ 34,400

**Funding Source:** City

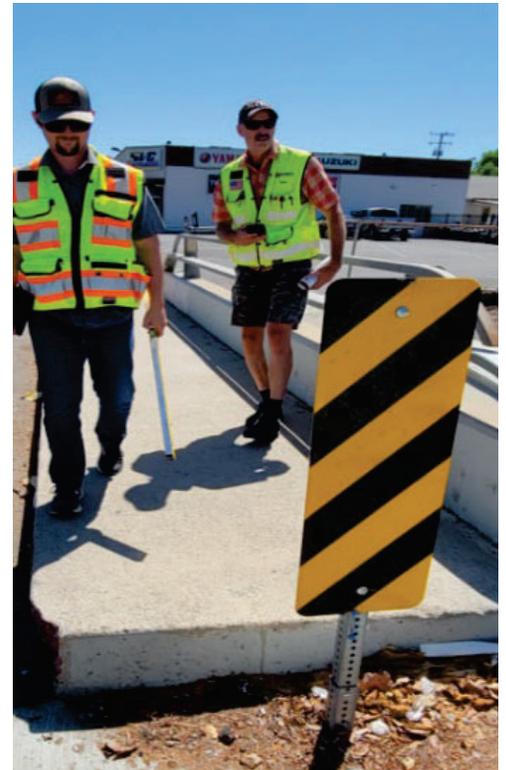
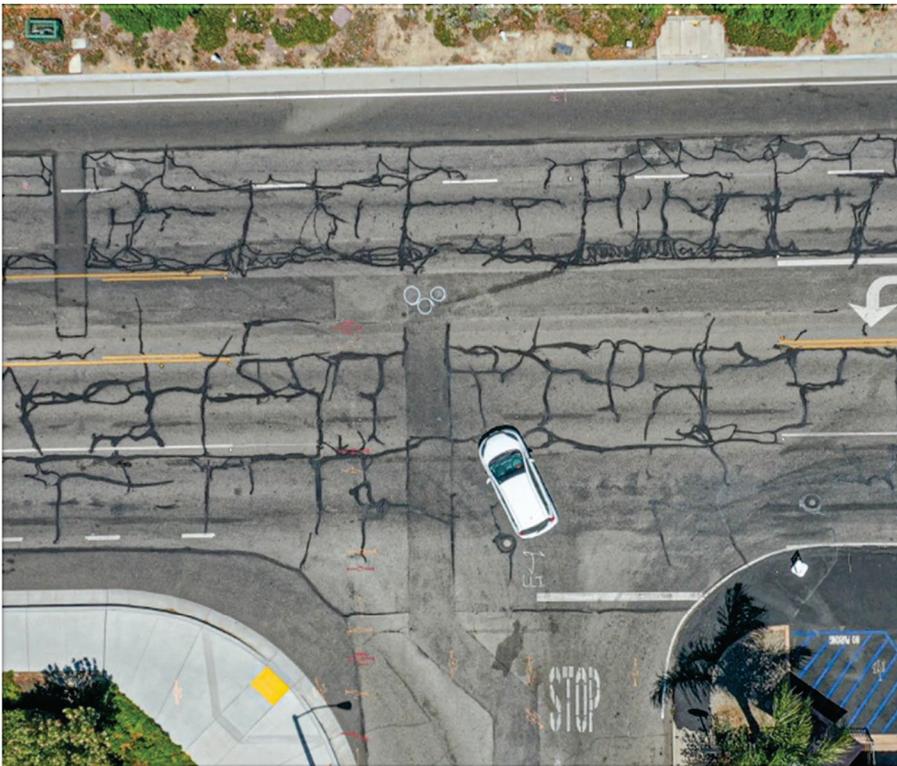
**Contract Date:** 7/2022

**Completion Date:** 2/2023

**Project Description:** Bengal is helping the City of Simi Valley rehabilitate two major City Streets through their on-call program. Roles in this project are unique: The City finding themselves short-staffed, asked Bengal to augment their own staff. Working together the team has created a set of bid documents for each street. Bengal's role includes providing all the field investigation and measurements, the project mapping (using Bengal's in-house certified staff), the drafting, and quantity take-offs for the projects. The City provided the specifications, striping and signing plans (using Bengal's base linework), the traffic signal modifications along with assembling the "boilerplate" into the bid sets. Bengal has completed all work on-time and under budget.

**Key Bengal Staff:**

- **Scott Onishuk, PE** Principal in Charge
- **Tom Conti, PE** Lead Civil: Project Manager, Field Work
- **Harrison Smith** Mapping
- **Luke Coyne** Field work and Plan Production



*Above: Los Angeles Ave: "Severe Cracking" due to heavy traffic.  
Right: Some ADA challenges are difficult to solve.*



### State Street Undercrossing: City of Santa Barbara, CA

**Agency:** City of Santa Barbara

**City Project Manager:**

Eric Goodall, P.E  
630 Garden Street,  
Santa Barbara, CA

(805) 897-2615  
egoodall@SantaBarbaraCA.gov

**Contract:** \$ 840,000

**Funding Source:** City + ATP

**Contract Date:** 9/2020

**Completion:** In Construction

**Project Description:** Bengal is serving as the “Prime” designer to improve the State Street Undercrossing beneath HWY 101 in downtown Santa Barbara. The project includes a “road diet” which doubles the width of the pedestrian raised sidewalk and creates a separated bike lane in both directions of travel. The project greatly improves the nighttime lighting for pedestrians and vehicles. Bengal has completed all work on-time and under budget.

**Key Bengal Staff:**

- **Scott Onishuk, PE** Principal in Charge, Lead Civil
- **Harrison Smith** Civil 3D, Plan Production & Renderings
- **Mike Bandich, PE** Civil 3D
- **Henry Osegueda, PE** Civil 3D
- **Daniel Hunt, EIT** Stormwater Plans
- **Md. Wahiduzzaman:** Structure design: Caltrans liaison



*Bengal's Visualization of the State Street Undercrossing Improvements*



## Bengal's Staff

### Quality of Staff for Work to Be Done

#### Staff Registration:

Bengal presents four Registered Civil Engineers ready for assignments in your IDIQ program. These engineers are experienced, working together at Bengal for more than 10 years. In the case of Scott Onishuk and Md. Wahiduzzaman, local experts know that they have been working together building staff, capabilities, and a stellar reputation for over 30 years. Our robust, creative approach allows us to collaborate in ways that many other firms do not.

**See the “Resumes”** in the attachments for more information about Bengal's team members.

In terms of “Quality” of the staff—we believe the proof is demonstrated through our many successful completed projects, mentioned in the “**Experience with Similar Kinds of Work**” section. We hope the County will also consider that this local team is available for emergency projects too.

#### Capabilities/ Typical Services:

Bengal Engineering provides added value to clients through our full-service, in-house civil engineering capabilities. In-house we design structures like flood control walls, bridges, roads, bike / pedestrian trails, while also providing hydraulic studies, scour evaluations, geotechnical engineering, levee stability & seepage analysis, assisting agencies with right-of-way acquisition, utility relocation and FEMA experience—**everything needed in your RFQ.**

#### Federal Process Experts:

Bengal was primarily founded to provide design and construction oversight to local agencies undertaking public works projects funded by State / Federal Programs; **we thoroughly understand regulatory processes.**

Today, we continually pioneer ideas using new technology to save customers time and money, often moving the projects past regulatory hurdles.

Bengal Engineering has:

- In-house and local expertise to expedite important projects.
- A reputation for quality designs -- known by Federal, State and Local agencies.
- Received numerous awards for innovative engineering on local projects.
- Successfully served as “prime” on many local projects.
- Consistently delivered our work without contract change-orders or budget problems.

#### Bengal is a Local Company

Bengal Engineering Inc. is a local south-coast civil engineering firm located in Santa Barbara, California.



## Bengal has No "Conflict of Interest" Issues

Bengal Engineering states that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance required under this Contract. Bengal Engineering further covenants that, in the performance of this Contract, it shall neither contract with nor employ any person having any such interest.

## Bengal is not involved in any Litigation

No litigation against Bengal Engineering has been commenced or taken, and to Bengal Engineering's knowledge, is not likely to be commenced or taken.

Bengal has been in business since 1996 and has not been involved in any litigation.

## Bengal's Agreement for Services of Independent Contractor

*"Contractor must provide a brief statement affirming that the proposal terms will remain in effect for ninety (90) days following the date proposal submittals are due".*

Bengal's proposal will remain in effect for (90) days following the date proposal submittals are due.

*"Contractor must review the sample agreement and acknowledge their acceptance of the terms of that agreement in the space provided on the Attachment A coversheet".*

Bengal has reviewed and acknowledged acceptance of the sample agreement in attachment A.

*"A contract will not be awarded to a Contractor without an adequate financial management and accounting system as required by 49 CFR Part 18, 48 CFR Part 31, and 2 CFR Part 200."*

Bengal has an adequate financial management and accounting system as required by 49 CFR Part 18, 48 CFR Part 31, and 2 CFR Part 200.





## Attachment B Contractor Information Sheet

Name of Proposer **Bengal Engineering, Inc.**

Business P.O. Box **none: send to Business Address**

City, State, Zip **none: send to Business Address**

Business Street Address **360 South Hope Ave., Ste C110**

City, State, Zip **Santa Barbara, CA, 93105**

Telephone No. **(805) 563-0788**

Fax No. **fax not used anymore**

Contractor License No. **N/A: Bengal is a "design" firm.**

Public Works Contractor Registration No. **N/A: Bengal is a "design" firm.**

Business Type (Check One) **Corporation:**  **Partnership:**  **Sole Proprietorship:**

Contact Person Name **Md. Wahiduzzaman**

Contact Person Phone No. **(805) 563-0788-X101**

Contact Person Email **Md@BengalEngineering.com**

Employer's Tax Identification Number **20-2027764**



## Attachment C Disadvantaged Business Enterprise (DBE) Information

### Exhibit 10-01 Contractor Proposal DBE Commitment

January 2019

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

1. Local Agency: County of Santa Barbara 2. Contract DBE Goal: 11%
3. Project Description: Construction DESIGN SERVICEServices, IDIQ, 2023-2026
4. Project Location: Countywide, Various, IDIQ
5. Contractor's Name: Bengal Engineering, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
IDIQ: On-Call services as assigned	Bengal's CUCP# 31261	360 S. Hope Ave Ste C-110 Santa Barbara, CA 93105	60
<b>Local Agency to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	60 %
17. Local Agency Contract Number: <u>IDIQ04</u>			
18. Federal-Aid Project Number: <u>NA</u>		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
19. Proposed Contract Execution Date: _____			
20. Contractor's Ranking after Evaluation: _____		Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.	
21. Local Agency Representative's _____	22. Date _____	Md. Wahiduzzaman	10/18/2023
23. Local Agency Representative's Name _____	24. Phone _____	Md. Wahiduzzaman	(805) 563-0788 x101
25. Local Agency Representative's Title _____		Owner	
		16. Preparer's Title	

DISTRIBUTION: Original – Included with Contractor's proposal to local agency.

**ADA Notice:**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.



## Attachment D Resumes of Key Personnel





## Md. Wahiduzzaman, PE

### Principal Civil Engineer



#### EDUCATION

BS, Civil Engineering  
BUET Bangladesh

MBA, International  
Business, Pacific  
States University, Los  
Angeles, CA

#### PROFESSIONAL REGISTRATIONS

Civil Engineer, CA  
(#49838)

#### SOFTWARE SKILLS

CSiBridge  
CTBridge  
CTAbut,  
SAP 2000  
Civil 3D  
HEC-RAS,  
LIPE  
PYWall  
StablPro  
PTC Mathcad  
Slope  
Enercalc  
Retain Pro,  
MS Office  
MS Project

Md has extensive experience with Public Works Projects, including project initiation, scoping, budgeting, preparing funding applications, conducting stakeholder meetings, developing planning studies for Project Approval and Environmental Documentations (PA&ED), presenting projects to ABR, HLC and Planning Commission, preparation of PS&E and providing construction support for local agency, State and DoD projects. He is also an expert in Caltrans LAPP and design methods for structures, drainage, and geotechnical aspects. He has conducted numerous site visits with the Federal/Caltrans/FEMA teams conducting disaster survey and documentation representing local agencies. He successfully served as an expert witness for the County on several occasions.

Md served as a prime consultant for the DoD VAFB IQ/IQ contract, leading the design team at Bengal Engineering. As a contract manager, he was responsible for negotiating scope, schedule, and budget with the contracting division. He also oversaw project design, quality assurance and quality control, and collaborated with various disciplines to ensure the successful delivery of multiple projects simultaneously. Under his leadership and with the support of his staff, Bengal Engineering was able to comply with the Federal Acquisition Regulation (FAR) requirements.

Md has over 38 years of experience in analysis, design, construction support, and project management for major public works projects. His expertise in structure design, hydraulics, and hydrology, scour and sediment transport engineering, geotechnical engineering, roadway & trail design, and understanding of regulatory environmental permit conditions makes him an exceptional engineering professional for public works projects.

He is a founding principal of Bengal Engineering, and his engineering contribution and leadership shapes communities specifically in the areas of roads, bridges, trails, and flood control projects. His projects and innovative designs have been recognized by various agencies including Caltrans, ASCE, APWA, and National Association of Counties (NACo).

#### Relevant Experience

- **Santa Monica Debris Basin Operational Improvements, Santa Barbara, CA**  
*PM, Bridge, Tower, TAP, Geotechnical/Foundation and hydraulic design.*
- **Cabrillo Boulevard Bridge, Santa Barbara, CA**  
*PM, Bridge, Retaining Walls, Geotechnical and H&H design.*
- **Lower Mission Creek Flood Control Project, Santa Barbara, CA**  
*PM, Channel Wall, Geotechnical/Foundation and hydraulic design.*



## Scott Onishuk, PE

### Principal Civil Engineer



#### EDUCATION

BS Civil Engineering,  
Montana State University

#### PROFESSIONAL HIGHLIGHTS

Vice President of International  
Right-of-Way Association,  
Chapter 47, Ventura, Santa  
Barbara, San Luis Obispo  
Counties, 2018 & 2019

Member of the Santa Barbara  
County Council of Science and  
Engineering: Mr. Onishuk is a  
strong supporter of the school  
Science Fair and provided the  
funding for the 2020-2022  
awards for STEM students  
county- wide.

American Public Works  
Association/Board positions:  
2000-2010

#### PROFESSIONAL REGISTRATIONS

Civil Engineer, CA (#48052)

Scott Onishuk has over 35-years' experience in major public works civil engineering, bridge and structure design and project management. His expertise includes bridge and heavy structure, highway and bike path design, and flood control projects. His thorough understanding of both Caltrans procedures and ADA requirements gives him an edge in a broad array of projects.

Mr. Onishuk is a founding principal of Bengal Engineering, and he oversees project scope, budget and schedule and actively leads design, creation of PS&E packages, and oversees construction.

#### Relevant Experience

- **Replacement of Cabrillo Blvd. Bridge; Santa Barbara: 2017  
ASCE 2017 Project of the Year.**

*This HBP project included a bridge replacement, construction of channel walls, signal modifications, bike path reconstruction and estuary recovery in downtown Santa Barbara. Mr. Onishuk was presented with a Certificate of Recognition from the California State Legislature for "His commitment and devotion to the community".*

- **San Jose Creek Pedestrian-Bike Pathway and Bridge, Goleta**

*This project included construction of a new bike path and a 140-foot-long bridge for Santa Barbara County. Bengal's work also included geotechnical recommendations and stream hydraulics evaluation for permitting. Mr. Onishuk was the lead civil engineer.*

- **Replacement of Upper De La Vina St. Bridge: Santa Barbara, CA**

*This is another HBP bridge replacement project which includes channel walls in downtown Santa Barbara. Work includes significant right-of-way acquisition and utility reconstruction. Mr. Onishuk is the project manager.*

- **State Street / Hwy 101 Undercrossing: Santa Barbara, CA**

*This is a federally funded ATP projects which includes a "road diet" to reconfigure the existing 5-lane roadway to provide wider elevated sidewalks along with about \$4 million of "streetscape improvements" including decorative iron and tilework, lighting, and landscaping.*

*The project required coordination with many stakeholders including Caltrans and various divisions of the city along with Historic Landmarks Committee. Mr. Onishuk is Project Manager and lead civil engineer for this high-profile project.*



## Henry Osegüeda, PE

### Project Engineer



Henry Osegüeda has over 25 years of experience including capital improvement projects, site grading, temporary traffic control, road improvement design, hydrology and hydraulic design, utility pipe plan and profile design, creation of PS&E packages, and utility coordination. He is a seasoned AutoCAD Civil 3D expert and is a significant resource to any project he is working on.

#### EDUCATION

B.S. Civil Engineering  
Cal State Polytechnic  
University, Pomona

#### PROFESSIONAL REGISTRATIONS

Civil Engineer, CA  
(#72827)

#### SOFTWARE SKILLS

Civil 3D  
HEC-RAS,  
MS Office,  
MathCad

#### Relevant Experience

- **10<sup>th</sup> Street Bridge, Gilroy, CA (On-Call Contract)**  
*Street and trail improvements, grading, earthwork, existing utilities, keyline geometry, pavement delineations, quantities, engineer's estimate, full PS&E package*
- **San Jose Creek Trail, Santa Barbara County Public Works**  
*Trail improvements including super elevation, grading, earthwork, construction details, keyline geometry, fencing, pavement delineations, engineer's estimate, full PS&E package.*
- **CV Link Multi-Use Trail Bridge and Retaining Walls, Coachella Valley, CA**  
*Plan & Profile of retaining walls, grading, earthwork, construction details, quantities, engineer's estimate.*
- **Baron Ranch Bridge Trail Project, Santa Barbara, CA (On-Call Contract)**  
*Trail, bridge, and turn-around access improvements, grading, earthwork, existing utilities, full PS&E package.*
- **Tuckers Grove Low Water Crossing, Santa Barbara County Parks Department (On-Call Contract)**  
*Road and bridge improvements, grading, storm drain, quantities, existing utilities, engineer's estimates*
- **State Street/ HWY 101 Undercrossing, Santa Barbara, CA**  
*Plan & Profile for street and flow lines, keyline geometry, modified raised sidewalk & curb, grading, construction details, typical sections, pavement delineations.*



## Michael Bandich, PE

### Project Engineer



#### EDUCATION

B.S. Civil Engineering  
Cal State Polytechnic  
University, Pomona

#### PROFESSIONAL REGISTRATIONS

Civil Engineer, CA  
(#62575)

#### SOFTWARE SKILLS

Civil 3D  
AutoCAD  
PCA-Frame  
PCA-Column,  
Retain-Pro  
MS Office  
MathCad

Michael is an experienced Project Engineer who has worked on numerous public and private projects. He has over 27 years of experience in the civil engineering industry, including over 13 years working with Bengal Engineering. Projects have included: roadway design/reconstruction/rehabilitation; bridge design/analysis; design of multi-use trails; design/analysis of concrete foundations, steel structures, earth/water retaining structures; and site grading.

He has been recognized for his excellence in the Civil technology field by being a guest speaker at several high-profile industry events, including the "AutoCAD University".

#### Relevant Experience

- **Lower Mission Creek Flood Control Project, Santa Barbara, CA (On-Call Contract)**  
*Served as Project Engineer. Work included grading design, structural design and coordination with the Corps of Engineers and Santa Barbara County*
- **Mason Street Bridge Replacement, City of Santa Barbara, CA**  
*Served as Project Engineer assisting in geometric layout, design and drafting.*
- **Cota Street Bridge Replacement, City of Santa Barbara, CA**  
*Served as a Project Engineer assisting in geometric layout, design and drafting.*
- **Mason Street Bridge Replacement, City of Santa Barbara, CA**  
*Served as a Project Engineer assisting in geometric layout, design and drafting.*
- **Main Street at Santa Rosa Creek, Cambria, CA**  
*Served as Project Engineer and assisted in all roadway, retaining wall, utility relocation, and civil engineering on this \$5 million bridge replacement project.*
- **Dune Palms Low Water Crossing Replacement, La Quinta, CA**  
*Served as a Project Engineer assisting in geometric layout, design, drafting and estimate.*
- **Guadalupe Dunes Access Road Reconstruction, Guadalupe Dunes Park Santa Barbara County, CA**  
*Served as a Project Engineer assisting in geometric layout, design and drafting.*



## Harrison Smith

### Design Technician



#### EDUCATION

BS, Environmental  
Design Architecture  
University of  
Colorado, 2017

#### PROFESSIONAL HIGHLIGHTS

Commercial Drone  
Pilot License  
FAA Part 107 UAS

#### SOFTWARE SKILLS

Civil 3D  
AutoCAD  
Rhino  
MS Office  
Adobe Creative Suite  
Infraworks  
Twinmotion  
HEC-RAS

As an integral team member at Bengal for six years, Harrison Smith holds a wealth of experience working on the company's most intricate projects. His diverse skill set encompasses CAD/design using Civil 3D, aerial photography, graphic design, and project visualizations. His local roots to Santa Barbara County make him a vital knowledge source while his passion for working on local public works projects not only reflects his commitment but also instills a sense of personal pride. Harrison has honed his expertise in designing roadway, utility, bridge, stormwater and site work projects, solidifying his status as a valued asset to the Bengal team.

#### Relevant Experience

- **Santa Monica Debris Basin Operational Improvements, Santa Barbara, CA**  
*Civil 3D Modeling, Bridge Design & PS&E Package*
- **State Street/ HWY 101 Undercrossing, Santa Barbara, CA**  
*Civil 3D design, 3D modeling, Project Visualizations / exhibits for review boards, Plan Production & Engineer's Estimate*
- **Lower Mission Creek Flood Control Project, Santa Barbara, CA**  
*Develop Civil 3D Models & Plan Production*
- **De La Vina Street Bridge Replacement, Santa Barbara, CA**  
*Develop Civil 3D Models, Stormwater SWMP Design, Sanitary Sewer Design, Utility Coordination & Plan Production*
- **Baron Ranch Trail, Santa Barbara County Parks Department (On-Call Contract)**  
*Civil 3D Model & PS&E Package*
- **Cathedral Oaks Road Cribwall Repair, Goleta CA**  
*Survey assistance, Aerial Site Photography, Project visualizations*
- **Rincon Trail, Carpinteria, CA (On-Call Contract)**  
*Civil 3D Modeling, Stormwater Design, Project Visualizations, Plan Production & Estimate*



## Luke Coyne

### Staff Engineer



#### EDUCATION

BS BioResource  
Agricultural  
Engineering  
Cal Poly San Luis  
Obispo

#### PROFESSIONAL REGISTRATIONS

OSHA 10 Construction  
Safety & Health  
#21-006069198il

#### SOFTWARE SKILLS

Civil 3D  
AutoCAD  
MS Office  
MS Project  
Bluebeam Revu  
RSMMeans Online

Luke joined Bengal Engineering in 2021, contributing a valuable perspective rooted in his background in heavy civil construction. Prior to his tenure at Bengal, Luke served as a lead project engineer with Granite Construction, where he assumed multifaceted responsibilities in project management and bidding. Luke adeptly managed project cost data tracking, construction scheduling, subcontractor oversight, preparation of technical submittals for state and federal contracts, and day-to-day operations for his projects.

In his current capacity as a staff engineer, Luke is engaged in intermediate computer-aided design (CAD) work contributing to design and plan production, the formulation of unit costs for engineer estimates, composition of project contract specifications and provisions, and offers general construction consultancy for Bengal's designs in construction. Mr. Coyne is a notable asset to the Bengal design team, infusing fresh and pragmatic construction expertise into our projects. His holistic understanding of a project's lifecycle, gained through hands-on field experience and office-based engineering roles, positions Luke as a pivotal contributor to ensuring successful project outcomes.

#### Relevant Experience

- **Santa Monica Debris Basin Operational Improvements, Santa Barbara, CA**  
*RFI & Submittal Review of Construction Documents*
- **Hospital Road Bridge Low Water Crossing, Hollister, CA**  
*Engineer Estimate & Contract Special Provisions*
- **Paradiso Del Mar Pedestrian Trail, Santa Barbara County Trails Council**  
*Created full PS&E Package*
- **Alamo Rd. Pavement Repair, City of Simi Valley, CA (On-Call Contract)**  
*Created full PS&E Package*
- **LA Ave Pavement Repair, City of Simi Valley, CA (On-Call Contract)**  
*Created full PS&E Package*
- **10<sup>th</sup> Street Bridge, City of Gilroy, CA (On-Call Contract)**  
*Engineer Estimate & Contract Special Provision*



## Daniel Hunt, EIT

### Staff Engineer



#### EDUCATION

BS, Civil Engineering  
Cal Poly San Luis  
Obispo

#### PROFESSIONAL REGISTRATIONS

EIT, CA (#173125)

#### SOFTWARE SKILLS

Civil 3D  
HEC-RAS,  
Enercalc  
MS Office,  
Infraworks  
MathCad

Daniel received his undergraduate civil engineering degree in the spring of 2020, while focusing his fourth-year coursework on water resources and geotechnical engineering. During his time in college: he held internships with Caltrans District 5; implementing a GIS database of all the road signs in the district; as well as with an Environmental Remediation contractor in Seattle, where he helped with project management and estimation.

Since joining Bengal in 2020, Daniel has experience in design, permitting, construction support, and project management on a variety of civil engineering projects, giving him a broad understanding of what it takes to deliver a successful project. His design experience in water resources includes designing Low Impact Development (LID) stormwater systems, and water/sewer systems.

#### Relevant Experience

- **10<sup>th</sup> Street Bridge, Gilroy, CA (On-Call Contract)**  
*Stormwater Low-Impact-Design, quantities, and plan production.*
- **Rincon Multi-use Trail, Carpinteria, CA (On-Call Contract)**  
*Stormwater Low-Impact-Design, quantities, and plan production.*
- **Santa Monica Debris Basin Operational Improvements, Santa Barbara, CA**  
*Quantities, plan production, checking contractor submittals.*
- **8,000 ft Water Main Extension, City of Santa Maria, CA (On-Call Contract)**  
*Water Main design, project specifications and special provisions, quantities, and plan production.*
- **De La Vina Street Bridge Replacement, Santa Barbara, CA**  
*HEC-RAS modeling of proposed terrain conditions. Conditional Letter of Map Revision (CLOMR) for FEMA flood insurance rate map (FIRM).*
- **Annual Maintenance San Jose Creek, City of Goleta, CA (On-Call Contract)**  
*Checking submittals, project documentation, coordinating laboratory testing, being onsite to answer contractor questions.*
- **Lake Los Carneros Bridge Structural Inspection, City of Goleta, CA**  
*Structural analysis of the bridge following AASHTO MBE Allowable Stress Rating method to determine stresses in the bridge.*
- **San Jose Creek Capacity Improvements Repair, City of Goleta, CA**  
*Checking submittals, project documentation, coordinating laboratory testing, being onsite to answer contractor question*



Kyle Huerth, PLS 9375  
PO Box 3087, Orcutt, CA 93457  
(805) 406-4215  
[kyle@orcutoffsurvey.com](mailto:kyle@orcutoffsurvey.com)  
DIR# 1000958055

## Kyle Huerth, PLS 9375

### **Professional Information:**

Licensed 2017 – California Professional Land Surveyor 9375

### **Employment History:**

<b>Orcutt Survey Company</b> Orcutt, CA	Owner 2022-present
<b>Fargen Surveys</b> Santa Maria, CA	Land Surveyor 2020-2022 Party Chief 2015-2018
<b>MBS Land Surveys</b> San Luis Obispo, CA	Land Surveyor 2018-2020 Party Chief/Survey Tech 2013-2015
<b>GeoDigital International</b> Lompoc, CA	Field Survey Lead 2009-2013
<b>Cannon</b> San Luis Obispo, CA	Party Chief/Survey Tech 2007-2009
<b>Pacific Engineering Associates</b> Santa Maria, CA	Party Chief/Survey and CAD Tech 1999-2007

### **Professional Associations:**

California Land Surveyors Association - Member 2014 - 2023  
Central Coast Chapter California Land Surveyors Association - President 2022  
Central Coast Chapter California Land Surveyors Association – Secretary/Treasurer 2020-2021  
National Society of Professional Surveyors – Member 2022

### **Professional Areas of Practice:**

Boundary Surveys – Boundary research and resolution, easement, and legal description preparation  
Topographic Mapping – Conventional mapping for engineering design and planning  
Subdivision Mapping – Tract and Parcel Map preparation  
Construction Layout – Residential and commercial development

# Summit Geoscience, Inc.

12220 Spring Trail, Sylmar, California 91342

818-523-1101; Email: [ed@summitgeosci.com](mailto:ed@summitgeosci.com)

## ED PONGRACZ-BARTHA, PG, CEG

### PRINCIPAL GEOLOGIST

---

#### PROFILE

Mr. Pongracz-Bartha is a California licensed engineering geologist (CEG) with over 20 years of practical, hands-on experience in providing geological/foundation investigations, natural hazard avoidance and/or mitigation and geotechnical/construction inspections. Vocational specialties include geological hazard evaluation, hillside geological mapping, landslide and groundwater mitigations and earthquake fault studies.

Mr. Pongracz-Bartha provides our clients cost-saving grading and building alternatives and consultation prior to, and during, construction. Among his goals is to focus on providing excellent customer service and professional responsibility to clients and government regulators.

#### PROFESSIONAL LICENSES

Professional Geologist (PG), No. 7673, State of California

Certified Engineering Geologist (CEG), No. 2370, State of California

#### EXPERIENCE

2021-present Principal Geologist, Summit Geoscience, Inc.

2015-2021 Engineering Geologist, SubSurface Designs, Inc.

2007-2015 Project Geologist, Bengal Engineering, Inc.

#### EDUCATION

2000-2003 Graduate course work in Engineering Geology, California State University, Los Angeles

1997 Bachelor of Geological Science, University of California, Santa Barbara

#### AFFILIATIONS

Association of Engineering Geologists, Southern California Section  
The Geological Society of America

#### SELECT PROJECT EXPERIENCE

Mr. Pongracz-Bartha has prepared over 500 geotechnical reports for residential, public works (roads, bridges and multi-use trails) and commercial developments within the greater Los Angeles area, Ventura and Santa Barbara counties; with project experience in coastal Northern California. Majority of projects performed in the complicated geologic terrain of the Santa Monica Mountains. Five representative projects are listed for examples:

- Geologic/ Seismic Feasibility Study, Proposed 500-Acre Residential Development, Palmdale
- Canyon Country Education Center, College of the Canyons, Canyon Country
- Honda Ridge Road Landslide Study, Vandenberg Air Force Base, Santa Barbara County
- Rincon Beach Multi-Use Trail, Carpinteria, Santa Barbara County
- Foundation Investigation, The Wende Museum Expansion, Culver City

**LICENSES**

Corporate Real Estate Broker  
 Licensed Real Estate Broker:  
 DRE #00704804

**EDUCATION**

B.A., University of California, Santa Barbara

**TRAINING**

Numerous IRWA Courses, including:

- Course 105 – The Uniform Act: Executive Summary
- Course 502 – Business Relocation
- Course 505 – Residential Relocation
- Course 802 – Legal Aspects of Easements
- Course 804 – Skills of Expert Testimony
- Course 901 – Engineering Plan Development & Application

The Negotiation and Dispute Resolution Course offered by the Ventura Center for Dispute Settlement

CLE International Eminent Domain Conference

FRA: Acquisition, Appraisal Concepts, and Administrative Settlement

Comprehensive Rehabilitation Services Workshop: "All the Right Moves—Tenant Assistance and Relocation in HUD Programs"

Caltrans Acquisition Workshops

Post graduate courses in:

- Real Estate Law
- Real Estate Principles & Practice
- Property Management

**AWARDS**

- Chapter 47 IRWA Professional of the Year 1993, 2000

**MEMBERSHIPS AND LEADERSHIP**

- International Right of Way Association
- American Public Works Association
- Association of Women in Water, Energy, and Environment
- Association of Water Agencies
- Three Times Past President and International Director of Chapter 47 IRWA
- Current Director of IRWA Chapter 47
- RW Consultant's Council

**LILLIAN D. JEWELL****PRESIDENT & MANAGING SENIOR ASSOCIATE**

Lillian Jewell has been the Managing Senior Associate of Hamner, Jewell & Associates since 1990, and since 1979 has spent her entire career in real estate. Ms. Jewell has functioned in a primary role in residential, commercial, and agricultural land negotiations and acquisitions for cities, counties, special districts, water agencies, utilities, and redevelopment agencies spanning from San Diego County to the northern portions of the Central Coast, Central Valley, and the Silicon Valley. Prior projects managed have included federally funded freeway interchange projects, the acquisition of sites for federally funded transportation centers, Metrolink stations, and transit maintenance facility sites, as well as several park acquisitions, many roadway and public trail projects. She also managed the acquisition and relocation services in conjunction with approximately 200 parcel acquisitions for the California High Speed Rail Project.

Over the years she has had extensive specialized training in the governmental real estate sector through professional courses and seminars offered by the International Right of Way Association, Caltrans, FHWA, FRA, HUD, CRLA (continuing legal education) and through the Ventura Center for Dispute Resolution. Courses have also included Understanding Environmental Contamination in Real Estate Transactions. Ms. Jewell has a lengthy resume of experience in providing acquisitions, sales of excess lands, and interim property management in conjunction with transportation, public works, housing and redevelopment projects. She is a "hands-on" manager who closely monitors project progress and maintains direct relationships with our clients and project teams.

**THOROUGHLY VERSED IN:**

- ▶ Federal Uniform Act
- ▶ State Government Code
- ▶ Eminent domain requirements
- ▶ Caltrans policies and procedures
- ▶ Organizational leadership and project management
- ▶ Drafting relocation guidelines, plans, and cost estimates
- ▶ Central Coast, Central Valley, and other California real estate

**TYPES OF PROJECTS MANAGED:**

- ▶ Fee purchases of vacant and improved properties
- ▶ Easement acquisition for pipelines and street widening
- ▶ Sidewalk and bike path projects
- ▶ Project planning, budgetary estimates and right of way data sheets
- ▶ Securing rights of entry
- ▶ Relocation assistance
- ▶ Freeway interchange projects
- ▶ Acquisition of sites for federally funded transportation
- ▶ Transit maintenance facility sites
- ▶ Park acquisitions
- ▶ Roadways and bridges

## GARY RUGGERONE, M.A., SENIOR NEPA / LOCAL ASSISTANCE SPECIALIST

Mr. Ruggerone has more than 40 years of professional experience in environmental planning involving the preparation, review, and approval of CEQA and NEPA environmental documents, environmental technical reports, and resource agency permits. As an Environmental Branch Chief for Caltrans District 5, Mr. Ruggerone was the environmental manager and contributor to hundreds of environmental determinations, including EIS/EIRs, EAs/NDs, and Categorical Exclusions/Exemptions for transportation projects in Santa Barbara, San Luis Obispo, Monterey, San Benito, and Santa Cruz Counties. In addition, Mr. Ruggerone has prepared or supervised the preparation of hundreds of technical studies including Biological Assessments, Natural Environment Studies, Historic Property Survey Reports, and Section 4(f) Evaluations. From 1999 through 2010, Mr. Ruggerone was the supervisor of the Caltrans District 5 environmental branch, with responsibility for approval of all environmental documents and technical studies and obtaining federal consultation for projects under the Caltrans Local Assistance program.

Mr. Ruggerone was an approved NEPA reviewer under the FHWA NEPA Delegation program. In 2001, Mr. Ruggerone represented District 5 on a Caltrans/FHWA team charged with standardizing biological technical reports. Mr. Ruggerone participated in the development of guidance and templates that are currently required for all biological technical reports prepared for Caltrans/FHWA. In 2005, Mr. Ruggerone was selected as a Local Assistance environmental representative to a Statewide team that developed implementation strategies for NEPA Delegation of Local Assistance Projects. Strategies, guidance, and document/report templates developed by that team resulted in California being the only State to be assigned FHWA NEPA responsibilities.

### YEARS OF EXPERIENCE

44

### EXPERTISE

Environmental Management

CEQA/NEPA compliance

ESA/CESA

Section 7 Biological Assessments

Natural Environment Studies

Sections 4(f)/6(f)

Local Assistance Procedures

Permitting

Advanced Mitigation

### EDUCATION

B.S., Biological Sciences; Cal Poly  
Pomona, California; 1973

M.A., Biology; e: Population / Aquatic;  
University of California, Santa Barbara;  
1975

### REGISTRATIONS / CERTIFICATIONS

Certified NEPA Quality Control  
Reviewer; 2007

### SELECTED PROJECT EXPERIENCE (\* denotes project experience prior to SWCA)

**\* Santa Barbara Crosstown Freeway Project; Caltrans District 5; Santa Barbara, Santa Barbara County, California.** The Caltrans District 5 Environmental Branch provided environmental services including preparation of all CEQA/NEPA documentation, technical studies, and permitting for the Santa Barbara Crosstown Freeway, which included replacement of four at-grade intersections on U.S. Route 101 within the Santa Barbara city limits. *Role: Project Environmental Coordinator/Environmental Branch Chief. Prepared Supplemental EIS/EIR and Section 4(f) Evaluation for historic resources impacted. Work was performed while with Caltrans District 5.*

**\* Cacique Street Bike/Pedestrian Path Project; Bengal Engineering; Santa Barbara; Santa Barbara County, California.** This Active Transportation Program (ATP) project involved the construction of bike/pedestrian bridges and sidewalks on Cacique Street from Salinas Street to Milpas Street in Santa Barbara. *Role: NEPA Specialist. Provided oversight and QA/QC of environmental studies and coordinated with Caltrans environmental staff. Work was performed while with Piedra Environmental Consultants.*

**Goleta Beach Park Bridge Replacement Project Environmental Studies; Quincy Engineering, County of Santa Barbara; Santa Barbara County, California.** SWCA provided environmental services, including preparation of all CEQA/NEPA documentation, technical studies, and permitting, for the project, which will replace the existing bridge over the Goleta Slough between Sandspit Road and Goleta Beach Park. *Role: NEPA Specialist. Conducted NEPA compliance, Section 4(f) analysis, and QA/QC review.*

**Rincon Trail Project NEPA Technical Studies; Bengal Engineering, City of Carpinteria, County of Santa Barbara Department of Public Works, Santa Barbara County Association of Governments; Santa Barbara County, California.** SWCA provided environmental services, including preparation of CEQA/NEPA documentation, technical studies, and permitting assistance, for the construction of a new multi-use hiking and biking

**AWARDS / HONORS**

FHWA Environmental Excellence Award for Leadership

Caltrans 2010 Emerson Rhyner Award

Caltrans Superior Accomplishment Awards (1994, 2001, 2003, 2010)

trail (constructed to Class 1 Bikeway specifications) that would extend approximately 2,800 feet from Carpinteria Avenue to Rincon Beach County Park and the Santa Barbara/Ventura County Line. The project would be located within and require right-of-way from Caltrans, the County, UPRR, and possibly private landowners, and the trail would extend across the railroad via an approximately 160-foot-long and 14- to 16-foot-wide bridge structure. *Role: NEPA/Section 4(f)/6(f) Specialist. Completed the Section 4(f)/6(f) Evaluation, assisted with Natural Environment Study and Cultural Resource Study, and coordinated with Caltrans.*

**Mission Canyon Bridge Replacement Project Environmental Services; Wallace Group, City of Santa Barbara; Santa Barbara County, California.** SWCA is providing environmental services, including preparation of CEQA/NEPA documentation, technical studies, and permitting, for the replacement of the existing bridge on Mission Canyon Road over Mission Creek in Santa Barbara. The project is parallel to a larger effort to improve multimodal circulation in the Mission Canyon corridor called the Mission Park to Mission Canyon Multimodal Improvements Plan. *Role: Senior Archaeologist. Conducted records search, assisted with and reviewed Archaeological Survey Report, and provided oversight of cultural resources monitoring.*

**US 101–State Street Undercrossing Roadway and Sidewalk Modification Project Environmental Services; Bengal Engineering, City of Santa Barbara; Santa Barbara, Santa Barbara County, California.** SWCA prepared a Categorical Exemption for compliance with CEQA, including a concise CEQA Environmental Checklist documenting the absence of special circumstances that would require the need for further environmental evaluation, for improvements to an approximately 1,000-linear-foot section of State Street in downtown Santa Barbara between Gutierrez Street and East Yanonali Street. *Role: NEPA Specialist. Conducted NEPA compliance and QA/QC review and prepared Biological Resources No Effect Memo.*

**Shell Beach Road Pedestrian Safety & Streetscape Project – Phase 1 Environmental Services; City of Pismo Beach; Pismo Beach, San Luis Obispo County, California.** SWCA is providing environmental services, including preparation of all CEQA/NEPA documentation, technical studies and permitting, for the reconstruction of an 18-block section of Shell Beach Road between Cliff Avenue and Terrace Avenue in downtown Shell Beach. Due to sensitive archaeological resources in the area, SWCA also performed an XPI Archaeological Survey of the project area at the request of Caltrans. *Role: NEPA/Section 4(f)/6(f) Specialist. Prepared Section 4(f) and 6(f) evaluation for this ATP project.*

**California/Taft Roundabout Project Environmental Services; Omni-Means, City of San Luis Obispo; San Luis Obispo County, California.** SWCA is providing environmental services, including preparation of CEQA/NEPA documentation and technical studies, for the proposed roundabout at the intersection of California Boulevard and Taft Street in San Luis Obispo. *Role: NEPA Specialist. Prepared PES Form and Purpose and Need Statement.*

**State Route 46 Corridor Improvement Offsite Compensatory Mitigation; ICF International, Caltrans District 5, Upper Salinas-Las Tablas Resource Conservation District; San Luis Obispo County, California.** SWCA prepared a Draft Long-term Management Plan for Off-Site Preservation and Enhancement, for use by the Upper Salinas-Las Tablas RCD in the management of the Cholame Creek Preserve in perpetuity, for the State Route 46 Corridor Improvement Project in northeastern San Luis Obispo County. *Role: NEPA Specialist. Prepared the Draft Long-term Management Plan for Off-Site Preservation and Enhancement.*

**Highway 41/1/Main Street Intersection Improvement Project Environmental Services; Omni-Means, City of Morro Bay; San Luis Obispo County, California.** SWCA is providing environmental services, including preparation of all CEQA/NEPA documentation, technical studies, and permitting, for the construction of a modern roundabout at the intersections of State Routes 1 and 41 (Atascadero Road) and Main Street in Morro Bay. *Role: NEPA Specialist. Conducted NEPA compliance and QA/QC review.*

**Higuera Street Widening Project; San Luis Obispo County, California; Omni-Means, County of San Luis Obispo.** SWCA provided environmental services, including preparation of an arborist report, Section 106 compliance, Section 4(f) compliance, a noise memo, and a visual assessment, for the widening of Higuera Street between Bridge Street and Elks Lane in San Luis Obispo. *Role: NEPA Specialist. Conducted NEPA compliance, Section 4(f) analysis, and QA/QC review.*

**Bello Bridge Replacement Project; San Luis Obispo County, California; Quincy Engineering, City of Pismo Beach.** SWCA is providing environmental services, including preparation of all CEQA/NEPA documentation, technical studies, and permitting, for the replacement of the Bello Street bridge over Pismo Creek in the city of Pismo Beach. *Role: NEPA Specialist. Conducted NEPA compliance and QA/QC review.*



## JON CLAXTON, B.S., PRINCIPAL NATURAL RESOURCES TEAM LEAD

Mr. Claxton is as a project manager and biologist in California with experience performing a variety of biological and environmental tasks including preparing Endangered Species Act Section 7 Biological Assessments, Caltrans Natural Environment Studies, CEQA documents, mitigation and monitoring plans, and sensitive species survey reports. In addition to preparing technical documents, he is experienced in conducting compliance monitoring for numerous small- and large-scale construction projects.

In addition to preparing technical documents, Mr. Claxton is experienced in conducting compliance monitoring for numerous construction projects throughout California. He has also prepared several state and federal permit applications, including USACE Section 404 Nationwide Permit Applications, RWQCB Section 401 Water Quality Certifications, and CDFG Section 1600 Streambed Alteration Agreements.

### YEARS OF EXPERIENCE

20

### EXPERTISE

Endangered Species Act  
Section 7 Biological Assessments  
Section 404  
CEQA/NEPA compliance  
Regulatory permitting  
Wetland delineation

### EDUCATION

B.S., Biological Sciences; California Polytechnic State University, San Luis Obispo; 2001

### PERMITS

U.S. Fish and Wildlife Service  
Threatened & Endangered Species  
Recovery Permit (TE824123-7); San  
Luis Obispo County, CA

### TRAINING

Project Management Bootcamp, PSMJ  
Resources, Inc.; 2018

Federal Environmental Requirements  
for Local Agency Transportation  
Projects 'OFF' the State Highway  
System, Caltrans; 2015

California Division of Occupational  
Safety and Health Administration  
(OSHA), 40-Hour Hazardous Waste  
Operations Safety Training

### SELECTED PROJECT EXPERIENCE

**South Coast U.S. Route 101 HOV Lanes Preliminary Jurisdictional Determination; Parsons Corporation; Santa Barbara County, California.** Under an on-call environmental services agreement with Caltrans District 5, SWCA conducted a wetland delineation effort for a 10-mile long segment of US 101 that transected Santa Barbara and Montecito and included California Coastal Commission jurisdiction. *Role: Project Manager / Biologist. Conducted contract management and project administration, provided quality assurance/quality control for deliverables, and conducted wetland delineation.*

**Salsipuedes Creek Bridge Replacement Project Biological Resources Services; ICF International; Santa Barbara County, California.** Under an on-call environmental services agreement with Caltrans District 5, SWCA conducted biological monitoring during construction and biological training for construction crew members, prepared a relocation plan for California red-legged frog and steelhead, and submitted monthly, annual, and final monitoring reports for the replacement of the SR 1 bridge over Salsipuedes Creek 3.5 miles southeast of the city of Lompoc. *Role: Project Manager. Conducted contract management and project administration and provided quality assurance/quality control for deliverables.*

**Mission Canyon Bridge Replacement Project Environmental Services; Wallace Group, City of Santa Barbara; Santa Barbara County, California.** SWCA is providing environmental services, including preparation of CEQA/NEPA documentation, technical studies, and permitting, for the replacement of the existing bridge on Mission Canyon Road over Mission Creek in Santa Barbara. The project is parallel to a larger effort to improve multimodal circulation in the Mission Canyon corridor called the Mission Park to Mission Canyon Multimodal Improvements Plan. *Role: Project Manager. Conducted contract management and project administration and provided quality assurance/quality control for deliverables.*

**Linden Avenue and Casitas Pass Interchanges Project Biological Resources Services; ICF International; Santa Barbara County, California.** Under an on-call environmental services agreement with Caltrans District 5, SWCA conducted biological surveys, construction monitoring, and related support activities for the reconstruction of the Linden Avenue and Casitas Pass Interchanges over US 101 in Carpinteria. *Role: Project Manager. Conducted contract management and project administration and provided quality assurance/quality control for deliverables.*



### TRAINING (CONT'D)

CEQA Basics Work Shop Series; 2006

Basic Wetland Delineation Training,  
Wetland Training Institute, Inc.; 2007

County of San Luis Obispo San Joaquin  
Kit Fox Habitat Evaluation Workshop;  
2005

### MEMBERSHIPS

Member, Central Coast Biological  
Society

Member, Morro Bay Audubon Society

Member, The Wildlife Society

**Rice Ranch Residential Development Various Neighborhoods Environmental Quality Assurance Plan Mitigation Monitoring; County of Santa Barbara; Santa Barbara County, California.** SWCA conducted EQAP monitoring for the construction of the Pine Creek, Meadows North, Grove, and Valley View neighborhoods and is currently conducting EQAP monitoring in the Meadows South neighborhood of the Rice Ranch residential development, located off of Rice Ranch Road east of Highway 135 in Orcutt. *Role: Project Manager. Conducting contract management and project administration, providing QA/QC for deliverables, and implementing EQAP compliance.*

**Goleta Beach Park Bridge Replacement Project Environmental Studies; Quincy Engineering Inc.; Santa Barbara County, California.** SWCA provided environmental services, including preparation of all CEQA/NEPA documentation, technical studies, and permitting, for the replacement of the existing bridge over the Goleta Slough between Sandspit Road and Goleta Beach Park. *Role: Project Manager. Conducted contract management and project administration and provided QA/QC for deliverables.*

**Providence Landing Phases 3, 4 and 5 Environmental Quality Assurance Plan Monitoring; County of Santa Barbara; Vandenberg Village, Santa Barbara County, California.** SWCA conducted construction monitoring for compliance with the EQAP for Phases 3–5 of the residential development, located off of Constellation Road in Vandenberg Village. *Role: Project Manager / Biologist. Conducted contract management and project administration, provided QA/QC for deliverables, and implemented EQAP compliance.*

**U.S. Route 101 Summerland Cormorant Deterrence Services; Granite Construction Company; Carpinteria, Santa Barbara County, California.** SWCA is providing cormorant deterrence services for the construction of one new part-time continuous access High Occupancy Vehicle lane on US 101 in each direction between Carpinteria and Santa Barbara and removal and replacement of all existing lanes and shoulders. *Role: Project Manager. Conducted contract management and project administration and provided quality assurance/quality control for deliverables.*

**Santa Maria River Pilot Channel; Santa Barbara County; Santa Barbara County, California.** SWCA conducted a biological study of the pilot channel areas in order to evaluate the potential affects the pilot channels may have on biological processes in the study area, which includes the lower Santa Maria River system from Bradley Canyon northeast of the city of Santa Maria to the city of Guadalupe. *Role: Project Manager. Conducted contract management and project administration and provided QA/QC for deliverables.*

**Gaviota-Capitan-Goleta 66 kV Line Preconstruction Surveys; Southern California Edison Company; Santa Barbara County, California.** SWCA conducted preconstruction surveys for the grading of access roads associated with the Gaviota-Capitan-Goleta 66kV line near the community of Gaviota. *Role: Senior Biologist. Conducted environmental clearance and reporting.*

**Branch Mill Road Bridge Replacement; San Luis Obispo County, California; Quincy Engineering, City of Arroyo Grande.** SWCA provided environmental services, including preparation of all CEQA/NEPA documentation, technical studies, and permitting, for the bridge replacement project located over Tar Springs Creek in the city of Arroyo Grande. *Role: Project Manager. Provided project management for CEQA and NEPA technical documents and prepared the permit application packages.*

**Brisco Road/Halcyon Road/Highway 101 Interchange; San Luis Obispo County, California; Wood Rodgers, City of Arroyo Grande.** SWCA prepared various technical reports analyzing alternatives for the interchange modification project, located in the city of Arroyo Grande, in support of the joint CEQA/NEPA process, including Community Impacts Assessment, Visual Impact Assessment, Water Quality Assessment Report, and Initial Study/Mitigated Negative Declaration. *Role: Project Manager. Managed contract and project administration, and provided QA/QC for deliverables.*

**Shell Beach Road Streetscape and Pedestrian Safety Project – Phase I; San Luis Obispo County, California; City of Pismo Beach.** SWCA is providing environmental services, including preparation of all CEQA/NEPA documentation, technical studies and permitting, for the reconstruction of an 18-block section of Shell Beach Road between Cliff Avenue and Terrace Avenue in downtown Shell Beach. Due to sensitive archaeological resources in the area, SWCA also performed an Extended Phase I Archaeological Survey of the project area at the request of Caltrans. *Role: Project Manager. Managed contract and project administration, and provided QA/QC for deliverables.*



## LEROY LAURIE, B.S., PRINCIPAL CULTURAL RESOURCES TEAM LEAD

Mr. Laurie is an archaeologist and Cultural Resources Team Leader with cultural resource project experience throughout California and Nevada. He has conducted work in a variety of cultural and geographic regions including, but not limited to, the Sierra Nevada, Great Basin, San Joaquin Valley, Central and Coast Ranges, Mojave and Sonoran Deserts, San Francisco Bay area, and Yosemite Valley. In addition to the organization and execution of field projects, he has been the primary or contributing author to several planning level documents for large- and small-scale projects.

Mr. Laurie has worked on a variety of cultural resources studies and has helped manage and implement several Phase I and Extended Phase I studies. He has authored or co-authored numerous technical reports and cultural resources sections for Environmental Impact Reports, Environmental Assessments, and Expanded Initial Studies. Mr. Laurie has technical experience in archaeological fieldwork, laboratory analyses, archaeological testing plans, and graphics and mapping. He has been the primary point of contact for Native American coordination for CEQA and Section 106 compliant projects.

### YEARS OF EXPERIENCE

20

### EXPERTISE

Archaeology

Cultural resources analysis

Molluscan Identification and Analysis

### EDUCATION

B.S., Social Sciences, e: Env.

Geography, m:

Anthropology/Geography; California Polytechnic State University, San Luis Obispo; 2001

### PERMITS

USDA Forest Service Archaeological Investigations Permit (BDFSWCA01), Field Director; San Bernardino National Forest - San Jacinto and Arrowhead Ranger Districts

U.S. Bureau of Land Management Cultural Resource Use Permit (CA-20-28), Field Director; CA

### TRAINING

Competent Person / Trench Safety Certification (8-Hour), United Rentals; 2007

### MEMBERSHIPS

Member, Society for California Archaeology

### SELECTED PROJECT EXPERIENCE

**Rincon Trail Construction Project NEPA Technical Studies; Bengal Engineering, City of Carpinteria, Santa Barbara County Department of Public Works, Santa Barbara County Association of Governments; Santa Barbara County, California.** SWCA provided environmental services, including preparation of CEQA/NEPA documentation, technical studies, and permitting assistance, for the construction of a new multi-use hiking and biking trail (constructed to Class 1 Bikeway specifications) that would extend approximately 2,800 feet from Carpinteria Avenue to Rincon Beach County Park and the Santa Barbara/Ventura County Line. The project would be located within and require right-of-way from Caltrans, the County, UPRR, and possibly private landowners, and the trail would extend across the railroad via an approximately 160-foot-long and 14- to 16-foot-wide bridge structure. *Role: Senior Archaeologist. Prepared Archaeological Survey Report and conducted XPI.*

**Kelt Reservoir Installation Environmental Services; Golden State Water Company; Santa Maria, Santa Barbara County, California.** SWCA prepared technical studies and an IS/MND for the installation of a new approximately 1.3-mile water pipeline and two new 1-million-gallon reservoir water tanks along Orcutt Hill Road near the southern boundary of the community of Orcutt. *Role: Senior Archaeologist. Conducted cultural resources evaluation.*

**Goleta Beach Park Bridge Replacement Project Environmental Studies; Quincy Engineering, County of Santa Barbara; Santa Barbara County, California.** SWCA provided environmental services, including preparation of all CEQA/NEPA documentation, technical studies, and permitting, for the project, which will replace the existing bridge over the Goleta Slough between Sandspit Road and Goleta Beach Park. *Role: Senior Archaeologist. Assisted with preparation of and reviewed Archaeological and Historic Property Survey Reports.*

**Hollister Avenue Bridge Seismic Retrofit Project Environmental Services; Santa Barbara County; Santa Barbara County, California.** SWCA conducted a biological survey, prepared a natural environmental study (minimal impact), and prepared all supporting studies and documents for Section 106 consultation for the project, which proposes to increase the lateral movement capacity of a Union Pacific Railroad bridge. *Role: Senior Archaeologist. Prepared cultural resources documents for Section 106 compliance.*



**Mission Canyon Bridge Replacement Project Environmental Services; Wallace Group, City of Santa Barbara; Santa Barbara, Santa Barbara County, California.** SWCA is providing environmental services, including preparation of CEQA/NEPA documentation, technical studies, and permitting, for the replacement of the existing bridge on Mission Canyon Road over Mission Creek. The project is parallel to a larger effort to improve multimodal circulation in the Mission Canyon corridor called the Mission Park to Mission Canyon Multimodal Improvements Plan. *Role: Senior Archaeologist. Conducted records search, assisted with and reviewed Archaeological Survey Report, and provided oversight of cultural resources monitoring.*

**Santa Maria Airport Business Park Specific Plan CEQA Support; City of Santa Maria; Santa Barbara County, California.** SWCA prepared technical reports to inform the appropriate level of CEQA documentation, and is preparing a Supplemental EIR for the project, which includes a General Plan Amendment, Specific Plan Amendment, and Zoning Modification for the proposed development of a 28-acre portion of the 740-acre Airport Specific Plan in the city of Santa Maria. *Role: Senior Archaeologist. Conducted archaeological fieldwork, Extended Phase I survey, tribal coordination, and reporting.*

**Foxen Canyon Tank and Access Road Construction Environmental Constraints Analysis; Golden State Water Company; Santa Barbara County, California.** SWCA prepared technical studies and a preliminary constraints-level environmental analysis to help site and design a new 200,000-gallon tank and access road on a 5.5-acre property in Santa Maria. *Role: Senior Archaeologist. Conducted records search and oversight of cultural resources analysis.*

**Rice Ranch Road Preliminary Environmental Constraints Analyses; Golden State Water Company; Santa Barbara County, California.** SWCA prepared preliminary constraints-level environmental analyses to help inform the potential purchase of commercial land south of the unincorporated community of Orcutt. The environmental analyses provided a preliminary-level discussion of the potential impacts from the installation of a new water service pipeline primarily located along an unnamed road (Orcutt Oil Field Road); a new water tank at a property located northeast of Orcutt Oil Field Road (North Parcel); and a new water tank at a property located southwest of Oil Field Road (South Parcel). *Role: Senior Archaeologist. Conducted records search and oversight of cultural resources analysis for three ECAs.*

**SerraMonte Townhomes Initial Study/Mitigated Negative Declaration; City of Santa Maria; Santa Maria, Santa Barbara County, California.** SWCA prepared an IS/MND for the subdivision of four existing parcels into a 6.5-acre, 85-unit planned development residential townhome community with open space and community amenities in south Santa Maria, at the intersection of Blosser Road and Carmen Lane. *Role: Senior Archaeologist. Conducted records search and prepared Phase 1 Archaeological Survey Report.*

**Rancho Tajiguas Wastewater Facilities Project Phase I Archaeological Survey; MAZ Properties Inc; Santa Barbara County, California.** SWCA conducted an archaeological survey and Extended Phase I in support of the proposed upgrade of existing wastewater infrastructure by retrofitting the existing sewage collection and disposal system and developing new treatment facilities within the community Rancho Tajiguas, just north of the Gaviota coastline. *Role: Project Manager / Senior Archaeologist. Conducted records search, field survey, and XPI and prepared Phase I Archaeological Survey Report.*

**Hidden Canyon Test Well Project Phase I Archaeological Survey Report; BPR Consulting; Santa Barbara County, California.** SWCA conducted an archaeological survey in support of the proposed drilling of a new test well and construction of a new approximately 250 × 350-foot well pad on a 6-acre project area located off Schoolhouse Canyon Road near New Cuyama. *Role: Project Manager / Senior Archaeologist. Conducted records search and prepared Phase I Archaeological Survey Report.*

**Legacy Homes Tract No. 14608 Development Project Environmental Services; Legacy Homes; Santa Barbara County, California.** SWCA prepared a biological resources technical report, cultural resources technical report, and aquatic resources determination for the proposed subdivision of approximately 17 acres into 59 residential parcels and extension of four existing streets to include cul-de-sacs and provide access to the new residential parcels on the southwest end of the town of Los Alamos. *Role: Senior Archaeologist. Assisted with preparation and provided QA/QC review of cultural resources technical report.*

**Shell Beach Road Pedestrian Safety & Streetscape Project – Phase 1; San Luis Obispo County, California; City of Pismo Beach.** SWCA provided environmental services, including preparation of all CEQA/NEPA documentation, technical studies and permitting, for the reconstruction of an 18-block section of Shell Beach Road between Cliff Avenue and Terrace Avenue in downtown Shell Beach. Due to sensitive archaeological resources in the area, SWCA also performed an XPI Archaeological Survey of the project area at the request of Caltrans. *Role: Senior Archaeologist. Conducted archaeological survey and XPI, and prepared associated technical reports.*



## EMILY CREEL, J.D., PROJECT MANAGER / PRINCIPAL PLANNING TEAM LEAD

Ms. Creel is a principal planning team lead and project manager with a specialized background in environmental law and policy, property law, and land use controls. She obtained her Juris Doctor in 2005 and has been practicing in the field of environmental law and planning in California for more than 15 years. She is currently acting as the Legislative Committee chair and CEQA Portal Committee representative for the Channel Counties Chapter of the Association of Environmental Professionals (AEP), has taught CEQA basics to senior engineering students at California Polytechnic State University, San Luis Obispo, and has prepared and presented AEP workshops on CEQA case law and court hierarchy.

Ms. Creel is well versed in federal and state environmental laws and regulations, administrative and regulatory processes, local municipal codes, and California Coastal Commission regulations. She is proficient in analyzing the formulation and implementation of environmental legislation and common law court decisions related to CEQA. Her varied experience and knowledge of CEQA's legal framework allows her to think creatively within that framework to meet project goals. Fifteen years of litigation and consulting experience have given Ms. Creel the ability to handle complex environmental and legal issues.

### YEARS OF EXPERIENCE

16

### EXPERTISE

Project management

CEQA/NEPA planning

Property and environmental law

### EDUCATION

J.D., Focused studies on property, land use and environmental law; Indiana University School of Law; Bloomington, Indiana; 2005

B.A., Political Science; Arizona State University; Tempe, Arizona; 2002

### TRAINING

Project Management Bootcamp, PSMJ Resources, Inc.; 2019

CEQA Basics Workshop Series, Association of Environmental Professionals; 2006

CEQA Advanced Workshop Series, Association of Environmental Professionals; 2007–2021

APA California Annual Conference; 2011, 2012, 2018

California Association of Environmental Professionals Annual Conferences; 2015–2021

### SELECTED PROJECT EXPERIENCE

**Goleta Beach Park Bridge Replacement Project Environmental Studies; Quincy Engineering, County of Santa Barbara; Santa Barbara County, California.** SWCA provided environmental services, including preparation of all CEQA/NEPA documentation, technical studies, and permitting, for the project, which will replace the existing bridge over the Goleta Slough between Sandspit Road and Goleta Beach Park. *Role: Environmental Planner. Prepared various technical studies and CEQA documents through adherence to Caltrans SER requirements, analyzed potential for water quality impacts, assisted in preparation of numerous project graphics, and assisted in coordinating Caltrans project oversight.*

**Rincon Trail Construction NEPA Technical Studies; Bengal Engineering, City of Carpinteria, County of Santa Barbara Department of Public Works, Santa Barbara County Association of Governments; Santa Barbara County, California.** SWCA provided environmental services, including preparation of CEQA/NEPA documentation, technical studies, and permitting assistance, for the construction of a new multi-use hiking and biking trail (constructed to Class 1 Bikeway specifications) that would extend approximately 2,800 feet from Carpinteria Avenue to Rincon Beach County Park and the Santa Barbara/Ventura County Line. The project would be located within and require right-of-way from Caltrans, the County, UPRR, and possibly private landowners, and the trail would extend across the railroad via an approximately 160-foot-long and 14- to 16-foot-wide bridge structure. *Role: Project Manager. Conducted contract management and project administration and met with SBCAG.*

**Mission Canyon Bridge Replacement Project Environmental Services; Wallace Group, City of Santa Barbara; Santa Barbara County, California.** SWCA is providing environmental services, including preparation of CEQA/NEPA documentation, technical studies, and permitting, for the replacement of the existing bridge on Mission Canyon Road over Mission Creek in Santa Barbara. The project is parallel to a larger effort to improve multimodal circulation in the Mission Canyon corridor called the Mission Park to Mission Canyon Multimodal Improvements Plan. *Role: Environmental Planner. Assisted with client coordination regarding CEQA/NEPA and assisted with and attended public hearings.*

**MEMBERSHIPS**

Member, The State Bar of California

Channel Counties Representative,  
Association of Environmental  
Professionals

Member, San Luis Obispo County Bar  
Association

**Santa Maria Airport Business Park Specific Plan CEQA Support; City of Santa Maria; Santa Barbara County, California.** SWCA prepared technical reports to inform the appropriate level of CEQA documentation, and is preparing a Supplemental EIR for the project, which includes a General Plan Amendment, Specific Plan Amendment, and Zoning Modification for the proposed development of a 28-acre portion of the 740-acre Airport Specific Plan in the city of Santa Maria. *Role: Project Manager / Environmental Planner. Conducted contract management, project administration, and client coordination; provided QA/QC for project deliverables; and assisted with Response to Comments preparation.*

**Orcutt Academy High School Initial Study/Mitigated Negative Declaration; Orcutt Union School District; Santa Barbara County, California.** SWCA prepared an IS/MND and Trip Generation Study, and assisted with environmental noticing and public review, for the proposed conversion of an existing elementary school campus into an expanded facility for the adjacent high school in the town of Orcutt. *Role: Environmental Planner. Prepared IS/MND, Mitigation Monitoring and Reporting Plan, and required notices for certification of IS/MND.*

**Lineage Logistics Planning Support; City of Santa Maria; Santa Barbara County, California.** SWCA prepared an IS/MND, supporting documents, and staff report for the construction of an approximately 208,320-square-foot freezer and processing facility, demolition of approximately 704 square feet of existing development in existing processors, and construction of 27,427 square feet of additional new development in the city of Santa Maria. *Role: Project Manager / Environmental Planner. Conducted contract management, project administration, and client coordination and provided QA/QC for project deliverables.*

**US 101–State Street Undercrossing Roadway and Sidewalk Modification Project Environmental Services; Bengal Engineering, City of Santa Barbara; Santa Barbara, Santa Barbara County, California.** SWCA prepared a Categorical Exemption for compliance with CEQA, including a concise CEQA Environmental Checklist documenting the absence of special circumstances that would require the need for further environmental evaluation, for improvements to an approximately 1,000-linear-foot section of State Street in downtown Santa Barbara between Gutierrez Street and East Yanonali Street. *Role: Environmental Planner. Assisted with client coordination regarding CEQA/NEPA and coordinated and reviewed technical memos.*

**Northman Residential Development Environmental Services; City of Santa Maria; Santa Maria, Santa Barbara County, California.** SWCA prepared a biological assessment and an IS/MND for the construction of a planned development residential community with 62 individual single-family residences on two parcels totaling 13.2 acres in south Santa Maria. *Role: Project Manager. Conducted contract management, project administration, client coordination, and QA/QC review of project deliverables.*

**Rancho Harvest (Manriquez Commercial) General Plan Amendment and Zone Change Initial Study/Mitigated Negative Declaration; City of Santa Maria; Santa Barbara County, California.** SWCA prepared an IS/MND for a General Plan Amendment and rezone to allow for future development of commercial and office uses on two parcels totaling 6.74 acres in the western portion of the city of Santa Maria, northwest of the intersection of La Brea and Blosser Roads. *Role: Project Manager. Conducted contract management, project administration, client coordination, and QA/QC review of IS/MND.*

**Kelt Reservoir Environmental Services; Golden State Water Company; Santa Barbara County, California.** SWCA prepared technical studies and an IS/MND for the installation of a new approximately 1.3-mile water pipeline and two new 1-million-gallon reservoir water tanks along Orcutt Hill Road near the southern boundary of Orcutt. *Role: Senior Environmental Planner. Conducted QA/QC review of IS/MND.*

**Donati Area 9 Development Project Environmental Services; City of Santa Maria; Santa Barbara County, California.** SWCA prepared technical studies and an IS/MND for the subdivision of an existing 3.17-acre lot into 20 light industrial lots, the construction of 12 light industrial buildings on 12 proposed lots of the subdivision, and offsite improvements on an adjacent parcel, including an extension of Sonya Lane from A Street to the east and a stormwater drainage basin to serve the proposed project, located in the western part of the city of Santa Maria, approximately 1 mile north of the Santa Maria Airport. *Role: Project Director. Conducted project oversight and QA/QC review of IS/MND.*

**Rice Ranch Road Preliminary Environmental Constraints Analyses; Golden State Water Company; Santa Barbara County, California.** SWCA prepared preliminary constraints-level environmental analyses to help inform the potential purchase of commercial land south of the unincorporated community of Orcutt. The environmental analyses provided a preliminary-level discussion of the potential impacts from the installation of a new water service pipeline primarily located along an unnamed road (Orcutt Oil Field Road); a new water tank at a property located northeast of Orcutt Oil Field Road (North Parcel); and a new water tank at a property located southwest of Oil Field Road (South Parcel). *Role: Senior Environmental Planner. Conducted QA/QC review of three ECAs.*