

# Contract Summary

BC \_\_\_\_\_ - \_\_\_\_\_

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000) or to Purchasing (<\$100,000). See also: Auditor-Controller Intranet Policies->Contracts, Form is not applicable to revenue contracts.

D1.	Fiscal Year	15/16
D2.	Department Name:	Public Works
D3.	Contact Person:	Brittany Heaton
D4.	Telephone:	(805) 568-3035

K1.	Contract Type:	
K2.	Brief Summary of Contract Description/Purpose:	Provide a topographic and right-of-way survey
K3.	Department Project Number:	862361 and 862362
K4.	Original Bid Amount:	\$96,940
K4a	Supplemental:	\$0
K4b	Contingency:	\$9,694
K4c	Total Contract Amount:	\$96,940
K5.	Contract Begin Date:	October 20, 2015
K6.	Original Contract End Date:	September 30, 2016
K7.	Amendment? (Yes or No):	
K8.	- Total Number of Amendments:	
K9.	- This Amendment Amount:	\$
K10.	- Total Previous Amendment Amounts:	\$
K11.	- Revised Total Contract Amount:	\$

B1.	Is this a Board Contract? (Yes/No):	No
B2.	Number of Workers Displaced (if any):	None
B3.	Number of Competitive Bids (if any):	( )
B4.	If Board waived bids, show Agenda Date:	
	and Agenda Item Number:	
B5.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph):	

F1.	Fund Number:	0017
F2.	Department Number:	054
F3.	Line Item Account Number:	7460
F4.	Project Number (if applicable):	862361 and 862362
F5.	Program Number (if applicable):	2830
F6.	Org Unit Number (if applicable):	0600
F7.	Payment Terms:	NET 30

V1.	Auditor-Controller Vendor Number:	0
V2.	Payee/Contractor Name:	MNS Engineers, Inc.
V3.	Mailing Address:	201 Calle Cesar Chavez, Suite 300
V4.	City State (two-letter) Zip (include +4 if known):	Santa Barbara, CA, 93103
V5.	Telephone Number:	(805) 692-6921
V6.	Vendor Contact Person:	Mark Reinhardt
V7.	Workers Comp Insurance Expiration Date:	
V8.	Liability Insurance Expiration Date:	
V9.	Professional License Number:	0
V10	Verified by (print name of county staff):	Brian Gilbert, CPA

V11 Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

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

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

## 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 MNS Engineers, Inc. with an address at 201 Calle Cesar Chavez, Suite 300, Santa Barbara, CA 93103 (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**

Brittany Heaton at phone number (805) 568-3035 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Mark Reinhardt at phone number (805) 692-6921 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated 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: Brittany Heaton, 123 E. Anapamu Street, Santa Barbara, FAX: (805) 568-3019, [bheaton@cosbpw.net](mailto:bheaton@cosbpw.net)

To CONTRACTOR: Mark Reinhardt, MNS Engineers, Inc., 201 Calle Cesar Chavez, Suite 300, Santa Barbara, 93103, [mreinhardt@mnsengineers.com](mailto:mreinhardt@mnsengineers.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. This contract shall go into effect on September 22, 2015, contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on June 30, 2016, unless extended by contract amendment or unless earlier terminated.



B. CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

**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.

**6. FEDERAL AND STATE PREVAILING WAGE RATES**

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 contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, 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>.

**7. 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. All subcontracts in excess of \$25,000 shall contain the above provisions.

**8. 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.

#### **9. STANDARD OF PERFORMANCE**

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

#### **10. SUBCONTRACTING**

A. Nothing contained in this contract 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 contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, 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 in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subcontractor(s).

#### **11. EQUIPMENT PURCHASES**

A. Prior authorization in writing, by COUNTY's Contract Administrator 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 Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchase as a result of this contract 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 contract, or if the contract 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 in excess \$25,000 shall contain the above provisions.

## **12. DEBARMENT AND SUSPENSION**

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.

## **13. 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.

## **14. 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 contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, 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 contract.

C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subcontractor whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

#### **15. 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.

#### **16. 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.



## **17. 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.

## **18. RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractors, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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.

## **19. AUDIT REVIEW PROCEDURES**

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract 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 contract.

## **20. INDEMNIFICATION AND INSURANCE**

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

## **21. NONDISCRIMINATION**

A. 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.



B. STATEMENT OF COMPLIANCE:

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 Contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

3. The CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California 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.

4. The CONTRACTOR, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

**22. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONTRACTOR warrants that this contract 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 contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**23. 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.

#### **24. 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 contract 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).

#### **25. ENERGY POLICY AND CONSERVATION ACT.**

CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in any state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

#### **26. 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.

#### **27. 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.

## **28. TERMINATION**

A. COUNTY reserves the right to terminate this contract for convenience upon thirty (30) calendar days written notice to CONTRACTOR with the reasons for termination stated in the 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.

B. COUNTY may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.

C. 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.

D. The maximum amount for which the COUNTY shall be liable if this contract is terminated is \$96,940 dollars.

E. 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. 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.

## **29. 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.

## **30. 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.

## **31. 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.



### **32. TIME IS OF THE ESSENCE**

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

### **33. 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.

### **34. 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.

### **35. 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.

### **36. 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.

### **37. 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.

### **38. 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.

### **39. 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.

**40. 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.

**41. 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.



**EXHIBIT A**

**STATEMENT OF WORK**

The following documents are incorporated by reference and shall constitute the Statement of Work for this contract:

Exhibit A-1, Contractor's Proposal of August 13, 2015 and as amended during negotiations.

Exhibit A-2, County's Request for Proposal, issued July 21, 2015.

Mark Reinhardt shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

**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.

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## EXHIBIT B

### PAYMENT ARRANGEMENTS Specific Rates of Compensation

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Cost Proposal, Attachment B-1. 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 Contract Administrator 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 COUNTY's Contract Administrator. 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 COUNTY'S Contract Administrator 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 COUNTY's Contract Administrator at the following address:

Brittany Heaton  
123 E. Anapamu Street, Santa Barbara

- L. 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.
- M. 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.
- N. 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.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed **\$96,940**. 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.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.

EXHIBIT A-1  
STATEMENT OF WORK  
CONTRACTOR'S PROPOSAL



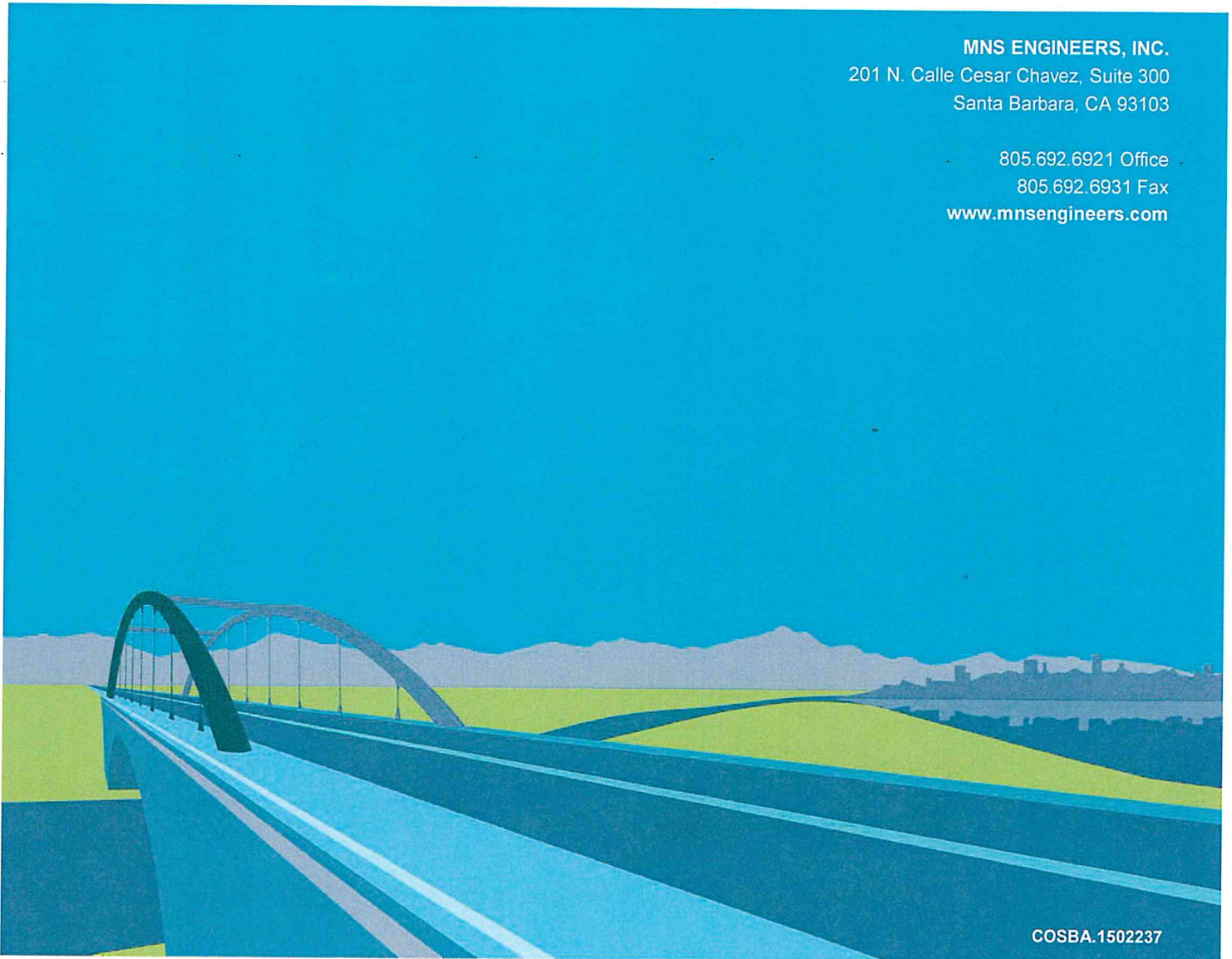
COUNTY OF SANTA BARBARA

# Proposal for Professional Design Services for the Refugio Road Low Water Crossings over Refugio Creek Crossing No. 1 and Crossing No. 2

County Project No. 862361 and County Project No. 862362

**MNS ENGINEERS, INC.**  
201 N. Calle Cesar Chavez, Suite 300  
Santa Barbara, CA 93103

805.692.6921 Office  
805.692.6931 Fax  
[www.mnsengineers.com](http://www.mnsengineers.com)



**August 13, 2015**

County of Santa Barbara  
Public Works Department Transportation Division  
**Attention: Constantino E. Garcia, PE**  
620 W Foster Road  
Santa Maria, CA 93455

**SUBJECT: Proposal for Professional Design Services for the Refugio Road Low Water Crossings over Refugio Creek Crossing No. 1 and Crossing No. 2 (County Project No. 862361 and County Project No. 862362)**

Dear Mr. Garcia,

Thank you for the opportunity to submit this proposal for the Refugio Road Low Water Crossings over Refugio Creek Crossing No. 1 and Crossing No. 2 projects (County Project No. 862361 and County Project No. 862362). We have prepared this proposal to demonstrate our competence, experience, and knowledge in providing professional surveying services to public agencies. We hope the County will consider MNS for your land surveying needs.

MNS is pleased to present our qualified team to provide these key advantages:

- **Full-service engineering firm.** MNS provides land surveying, civil engineering and construction management services to public agencies. Our surveyors coordinate directly with our civil engineering and construction management departments. The results of this team approach gives our surveyors the knowledge to better support these departments.
- **Municipal land surveying experience.** For over 20 years, we have provided municipal land surveying services to public agencies including the County of Santa Barbara. We serve as City Surveyor to several California cities. We have solid and substantial experience preparing and reviewing certificates of compliance, subdivision maps, mergers, lot line adjustments, and in providing support for roadway vacations and easement acquisition and deposition.
- **Right of Way Engineering.** MNS has ample experience in providing the specialized service of right of way engineering. Along with the typical production of appraisal maps, deeds, legal descriptions and exhibits, we work closely with agencies to resolve special issues that often arise regarding property rights. Our expert team will research and examine the issue and provide a detailed summary explaining the historic steps that lead to the existing condition, and provide a solution or alternative solutions to best support our client's needs.
- **Topographic Base Map.** MNS has provided hundreds of base maps for roadway and bridge design. We implement GPS static surveys for establishing tight project control, and conduct much of the topographic mapping using Robotic Total Stations, often utilizing one-person survey crews for efficiency. We will use Real time Kinematic survey techniques for efficiency in areas where lower accuracies are acceptable. We use static laser scanning for those projects that would benefit from it.



- **Professional team available for immediate mobilization.** Our team is readily available to meet the needs of any project. We offer a team of highly motivated, knowledgeable, and well-experienced individuals.

Our goal is to provide the County with a highly trained and experienced team that will perform the work to minimize the liability to the City. MNS is proud of the level of professional surveying services we provide to public agencies. Please contact me with any questions you may have about our qualifications at **805.692.6921** or [mreinhardt@mnsengineers.com](mailto:mreinhardt@mnsengineers.com). Thank you for your consideration.

Sincerely,  
MNS Engineers, Inc.



Mark E. Reinhardt, PLS  
Vice President

# Contents



**Section 1.** Executive Summary

**Section 2.** Technical Approach

**Section 3.** Project Cost

**Section 4.** Schedule

**Section 5.** Resource Requirements

**Appendix A.** Resumes

**Appendix B** Forms





## Section 1. Executive Summary

### About MNS Engineers, Inc.

Established in 1962, MNS Engineers, Inc. (MNS) is a C-Corporation that provides quality infrastructure consulting services to the transportation, water resources, federal, and government service markets throughout California. Our reputation has been built on strong client relationships, clear and direct communication, and quality services for over 50 years. We completely understand the technical, environmental, and regulatory aspects that may be required for any project. We are experienced and knowledgeable with utility and multi-agency coordination.

#### MNS Corporate Info

California  
C-Corporation  
No. C0435353

Incorporated in California  
on 6/29/1962

Federally Certified  
Small Business

Certified California State  
Small Business Enterprise  
SBE #8076

DUNS Number  
094444361

Signatory to the  
International Union of  
Operating Engineers  
Local 12  
IUOE Local 12

### Land Surveying Experience

Our Land Surveying Department is comprised of three components:

- Municipal services
- Right-of-Way (R/W) Engineering services
- Construction Surveying services

The Municipal and R/W Engineering services are strictly public agency work and our Construction Surveying services are divided between 50% public agency and 50% commercial construction projects.

### Project Understanding

There are currently two low water crossings of Refugio Creek on Refugio Road. Low Water Crossing No. 1 is located on Refugio Road,

0.30 miles north of the US 101 and Refugio Road off ramp intersection. Low Water Crossing No. 2 is 1.80 miles north of the US 101 off ramp and Refugio Road intersection. The County wishes to replace these crossings with two new two lane bridges. The County has some existing ground topographic mapping and some aerial mapping of both sites. To complete the design of the bridges the County needs some additional areas mapped, some additional mapping within the already mapped areas and creek cross sections upstream and downstream of each site. The right-of-way for Refugio Road also needs to be re-established through the entire project area for both sites.

### Project Approach Summary

MNS Engineers will tie into the existing survey control that was used for the current mapping. We will then perform a QA/QC verification survey to ensure that the data will fit seamlessly. The survey control network will then be extended to the areas of additional work. Our field crews, using conventional survey instrumentation, will then perform a detailed topographic survey of the additional areas needed. We will also perform supplemental surveys in the areas at site number 2 in which more detail is required. Creek cross sections will be sampled at 200-250 intervals upstream and down stream of each site. MNS recognizes the challenge presented for providing the location of the right of way for Refugio Road. Based upon our experience with this type of situation, we present our proposed, detailed solution in the Technical Approach section of this proposal.

## Section 2. Technical Approach

### Proposed Approach/Methodology

#### Project Commencement

The project will commence upon completion of all contractual documents.

#### Kick-off Meeting

We will conduct a project kick-off meeting to commence the project. Attendees will include the County Project Manager and staff as needed and the MNS Project Manager. The agenda will include introductions, task assignments, schedule, line of communications, and identified challenges and concerns.

#### County Methodology and Standards

Prior to commencing the project, the team will discuss the procedures and standards requirements. MNS surveyors will use the approved County field codes and AutoCAD layers.

#### Team Meetings

We will conduct team meetings regularly to monitor progress and concerns. We will update and maintain a matrix of tasks and deliverables at each meeting, identifying the individuals responsible for each task. Meetings will continue until the task is successfully completed and accepted by the client.

### Survey Fieldwork Approach

**Project Datums.** The MNS field survey will tie to the existing County control that was used for the previous survey. This control will then be checked against the existing mapping for internal consistency.

**Survey Control Network.** The existing survey control network will then be extended to the

areas of additional work. Redundant measurements will be made to ensure the integrity of the network.

#### Topographic Mapping.

Our field crews, using conventional survey instrumentation, will perform a detailed topographic survey of the additional areas needed including:

- Flowlines
- Trees 6" and over
- Inverts of all drainage structures
- Visible utilities
- Major break lines
- Sufficient spot shots to assure we can produce an accurate surface model
- Manmade features within the designated survey area

In addition for site 2, we will survey:

- The existing retaining wall
- The armored channel
- Major boulders in the stream channel
- Exposed bedrock in the channel

Each field data point will be coded with the County approved field codes.

#### Creek Cross-Section

Creek cross sections will be performed at 200-250 foot intervals for approximately 1000 feet upstream and downstream as shown on the Request for Proposal Exhibit A and B. These cross-sections will locate any major changes in slope and spot elevations.



## Survey Office Work Approach

### Topographic Map Processing

Our CAD technicians will prepare the maps utilizing the coded data points and supplemental field photos taken by the field surveyors. We will prepare these maps using the required County CAD standards. Our field team is available to clarify information and to review a final map for accuracy. The MNS Project Manager will then review the map before delivery.

### Right of Way Re-establishment

The right of way of Refugio Road was first described in a deed to the County recorded December 21, 1897. It granted a 40.00' wide right of way for public highway. Since that time there have been very few retracements of the roadway and none that have adequately retraced it in its entirety. Little or no original evidence remains from the original survey and description, and based upon our experience with this situation, the road will have moved from its original location along several portions of the alignment since the 1897 grant. Similar to a problem we worked with the County Surveyor to resolve in 2010 for a northerly portion of Refugio Road, (see RS Bk. 175, Pg. 5) we propose to resolve the right of way location in the following manner.

MNS will conduct additional research for deeds and maps that pertain to the bonafide rights of the County for Refugio Road. We will conduct a survey to establish an as-built centerline for the road as it exists today along the four thousand feet of roadway (1,000 feet upstream and 1,000 feet downstream from each bridge). We will prepare and record a record of survey showing the alignment, monuments set to reference the centerline, and ties to property corners sufficient to describe the new alignment in reference to those corners. We will then prepare legal descriptions of the new alignment, referencing the record of survey. We

would also prepare legal descriptions of the portions of the original alignment in the areas of the new survey. These would be used by the County to quitclaim the old alignment to the underlying fee owners in exchange for them granting the new alignment to the County.

### Land Surveying QA/QC Plan

Quality Assurance/Quality Control is based on the fundamental survey principle of checks. We follow a list of actions during the life of a project to assure that the deliverables maintain the high quality standards. This allows us to maximize project support and minimize the risk. In addition, we include items to assure that the project remains on schedule and within budget.

### Peer Reviews

In addition to collecting field data, the field survey team is responsible for reviewing topographic maps. All office-produced products — including legal descriptions, exhibits, plats, are also reviewed by another qualified team member.

### Proposal Assumptions

The following assumptions were made in the preparation of this proposal:

- The survey control used for the previous ground survey is existing and will be found.
- Sufficient boundary monumentation can be found to tie the existing road alignment to.
- No additional surveying is necessary in areas of existing ground survey except as noted for crossing 2.
- The topographic survey is to extend from existing survey to the detailed supplemental topographic survey limits as shown in Exhibits A and B of the RFP.
- Access will be granted to field surveyors to all necessary properties.

## Section 3. Project Cost

### Crossing Number 1

Topographic Survey and Cross Sections	\$18,500
Right of Way Survey	\$23,980
Compile Mapping	\$4610
Total	\$47,090
Brush Clearing (Optional)	\$600

### Crossing Number 2

Topographic Survey and Cross Sections	\$20,060
Right of Way Survey	\$23,980
Compile Mapping	\$4610
Total	\$48,650
Brush Clearing (Optional)	\$600



## Section 4. Schedule

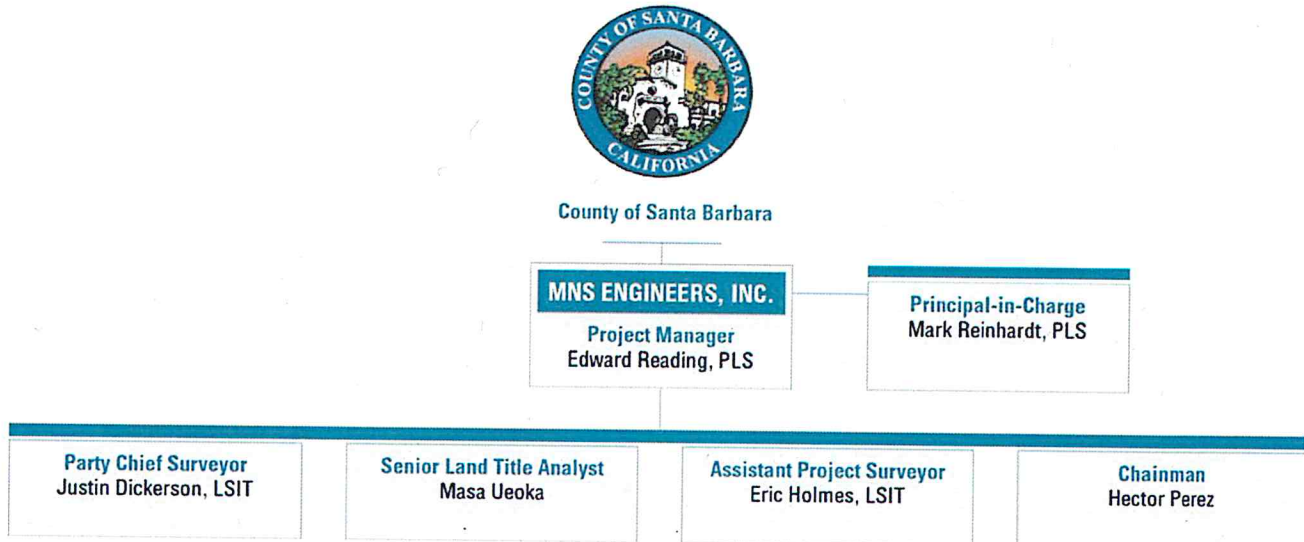
### Crossing Number 1

Day 1	Completion of all contractual documents.
Week 1	Research and fieldwork begin
Week 2	Topographic and ROW fieldwork- office mapping
Week 3	Topographic and ROW fieldwork completed
Week 4	Office mapping/ROW determination
Week 5	Record of Survey Preparation
Week 6	Legal Description Preparation
Week 7	QA/QC field verification – mapping completed

### Crossing Number 2

Week 3	Crossing 1 fieldwork completed
Week 4	Research and fieldwork begin
Week 5	Topographic and ROW Fieldwork- office mapping
Week 6	Topographic and ROW fieldwork completed
Week 7	Office mapping/ROW determination
Week 8	Record of Survey Preparation
Week 9	Legal Description Preparation
Week 10	QA/QC field verification – mapping completed

## Section 5. Resource Requirements



### Team Organization

MNS offers the County our very qualified, professional, and experienced staff. Our project team includes:

- Two California-licensed professional land surveyors that serve as Principal Surveyors/Project Managers. Mark Reinhardt, PLS specializes in quality municipal surveying, right-of-way engineering, and general surveying services. Edward Reading, PLS specializes in comprehensive and diversified surveying services such as the application of High Resolution 3D Laster Scanning.
- Seasoned survey party chiefs, each having over ten years of experience with MNS.
- Senior survey technician with over 14 years of experience with MNS.
- Land Title Research Analyst with over 30 years of experience in researching and preparing land record reports.

Our field and office staff have received years of training under these project managers and are very capable and motivated. Our field staff has completed 40-hour HazMat training and additional safety training.

Our survey crews are experts in the use of state-of-the-art surveying systems including GPS and Robotic Total Stations. Our current survey system allows a direct, mobile link between the office computer and the field data collectors, making field work more efficient.

Our field surveys often incorporate the use of a one-person survey crew using GPS or Robotic Stations, thus reducing the field survey budget of a project.



Brief one-page resumes are provided for each of our team members in Appendix A. Resumes.

### Organization Chart

The organization chart above shows the organization of project team. We can shift support from one group to another depending upon work load type. Our field and office staff are well-rounded in their experience and shift easily from one project type to another.

Resource Allocation Matrix

Crossing Number 1-Project No. 862361

Allocation Matrix -Crossing Number 1																			
MNS Engineers Staff Hours By Task																			
Surveying																			
	Mark E. Reinhardt, PLS Principal Surveyor	Edward M. Reading, PLS Supervising Project Surveyor	Eric Holmes, LST Assistant Project Surveyor	Justin Dickerson, LST Hector Perez 2 Person Field Survey Crew	Masa Ueckla Senior Land Title Analyst	Justin Dickerson, LST Party Chief	Justin Dickerson, LST 1- Person Field Survey Crew								Hours	Costs	Reimburs. Expenses	Total	Task Total
<b>Billing Rates:</b>	\$200	\$185	\$125	\$260	\$130	\$140	\$180												
<b>Topographic Survey And Cross Sections</b>																			
Research/Prepare For Field Work		4	2												6	\$990		\$990	
Control Survey/QA/QC		4		8											12	\$2,820		\$2,820	
Field Survey To Obtain 8 Cross Sections of Creek				8											8	\$2,080		\$2,080	
Field Survey To Extend Existing Ground Survey To New Limits				16											16	\$4,160		\$4,160	
Process Field Data		4				4									8	\$1,300		\$1,300	
Draft Topographic Map			32												32	\$4,000		\$4,000	
Review Mapping	2	2													4	\$770		\$770	
Revise Mapping			4												4	\$500		\$500	
Project Management	2	8													10	\$1,880		\$1,880	\$18,500
<b>Right of Way Re-establishment</b>																			
Research					4										4	\$520		\$520	
Field Survey To Asbuilt Road/Tie To Property Corners				8											8	\$2,080		\$2,080	
Centerline determination		4	4												8	\$1,240		\$1,240	
Prepare ROS And Submittal Package		16	16												32	\$4,960		\$4,960	
Monument Centerline				16											16	\$4,160		\$4,160	
Record of Survey Filing Fee															0	\$0	\$500	\$500	
Prepare Legal Descriptions		24	24												48	\$7,440		\$7,440	
Review Mapping/Descriptions	4	4													8	\$1,540		\$1,540	
Project Management	4	4													8	\$1,540		\$1,540	\$23,980
<b>Compile Mapping</b>																			
Compile Mapping Into Existing County Topographic Mapping			6												6	\$750		\$750	
Field Check Mapping							6								6	\$1,080		\$1,080	
Prepare Exhibit Of Control/Monuments			4												4	\$500		\$500	
Review Mapping	4	4													8	\$1,540		\$1,540	
Project Management		4													4	\$740		\$740	\$4,610
<b>Subtotals by Staff Type</b>														<b>Grand Totals</b>					
<b>Hours:</b>	16	82	92	56	4	4	6	0	0	0				232					
<b>Costs:</b>	\$3,200	\$15,170	\$11,500	\$14,560	\$520	\$560	\$1,080	\$0	\$0	\$0					\$46,590	\$500		\$47,090	





### Crossing Number 2-Project No. 862362

Allocation Matrix -Crossing Number 2-Project No. 862362														
MNS Engineers Staff Hours By Task														
Surveying														
	Mark E. Reinhardt, PLS Principal Surveyor	Edward M. Reading, PLS Supervising Project Surveyor	Eric Holmes, LSIT Assistant Project Surveyor	Justin Dickerson, LSIT Hector Perez 2 Person Field-Survey Crew	Masa Ueoka Senior Land Title Analyst	Justin Dickerson, LSIT Party Chief	Justin Dickerson, LSIT 1- Person Field Survey Crew	Subtotals by Task						
								Hours	Costs	Reimburs. Expenses	Total	Task Total		
Billing Rates:	\$200	\$185	\$125	\$260	\$130	\$140	\$180							
<b>Topographic Survey And Cross Sections</b>														
Research/Prepare For Field Work		4	2					6	\$990		\$990			
Control Survey/QA/QC		4		8				12	\$2,820		\$2,820			
Field Survey To Obtain A Minimum of 9 Cross Sections of Creek				10				10	\$2,600		\$2,600			
Field Survey To Extend Existing Ground Survey To New Limits				16				16	\$4,160		\$4,160			
Field Survey To Provide Additional Detailed Topographic Mapping Of Creek				4				4	\$1,040		\$1,040			
Process Field Data		4				4		8	\$1,300		\$1,300			
Draft Topographic Map			32					32	\$4,000		\$4,000			
Review Mapping	2	2						4	\$770		\$770			
Revise Mapping			4					4	\$500		\$500			
Project Management	2	8						10	\$1,880		\$1,880	\$20,060		
<b>Right of Way Re-establishment</b>														
Research					4			4	\$520		\$520			
Field Survey To Asbuilt Road/Tie To Property Corners				8				8	\$2,080		\$2,080			
Centerline determination		4	4					8	\$1,240		\$1,240			
Prepare ROS and Submittal Package		16	16					32	\$4,960		\$4,960			
Monument Centerline				16				16	\$4,160		\$4,160			
Record of Survey Filing Fee								0	\$0	\$500	\$500			
Prepare Legal Descriptions		24	24					48	\$7,440		\$7,440			
Review Mapping/Descriptions	4	4						8	\$1,540		\$1,540			
Project Management	4	4						8	\$1,540		\$1,540	\$23,980		
<b>Compile Mapping</b>														
Compile Mapping Into Existing County Topographic Mapping			6					6	\$750		\$750			
Field Check Mapping							6	6	\$1,080		\$1,080			
Prepare Exhibit Of Control/Monuments			4					4	\$500		\$500			
Review Mapping	4	4						8	\$1,540		\$1,540			
Project Management		4						4	\$740		\$740	\$4,610		
<b>Subtotals by Staff Type</b>										<b>Grand Totals</b>				
Hours:	16	82	92	62	4	4	6	238	\$48,150	\$500	\$48,650			
Costs:	\$3,200	\$15,170	\$11,500	\$16,120	\$520	\$560	\$1,080							

## Appendix A. Resumes



Mark Reinhardt, PLS      Principal-in-Charge

Edward Reading PLS      Project Manager

Justin Dickerson, LSIT      Party Chief Survey

Masa Ueoka      Senior Land Title Analyst

Eric Holmes, LSIT      Assistant Project Surveyor

Hector Perez      Chainman





## Mark Reinhardt, PLS

### Principal-in-Charge

#### Firm

- MNS Engineers

#### Areas of Expertise

- Land surveying project management
- Municipal survey services
- Right-of-way services and documents
- Caltrans standards

#### Years of Experience

- 38

#### Licensing

- Professional Land Surveyor, CA No. 6392

#### Education

- BA, Geology, University of Montana, Missoula, MT
- AS, Land Surveying, Flathead Valley Community College, Kalispell, MT

#### Affiliations

- American Congress on Surveying and Mapping
- American Council of Engineering Companies
- California Land Surveyors Association
- International Right of Way Association
- Rotary International

Mr. Reinhardt has significant career experience in land surveying and oversees all of the firm's surveying activities. Along with managing a full range of survey services, Mark is the contract City Surveyor for the Cities of Malibu, Carpinteria, Buellton, and Greenfield. His responsibilities include reviewing all parcel maps, tract maps, lot line adjustments, and other land development projects. He is also knowledgeable and experienced in preparing resolutions and back up data for roadway vacations and other special projects related to City real estate projects.

Mark has extensive expertise in right-of-way engineering and has prepared design surveys, right-of-way maps, appraisal maps, deeds, and legal descriptions for several State Highway projects using Caltrans standards. Mark has provided right-of-way engineering services and documents for several roadway projects within the Counties of San Benito, Monterey, San Luis Obispo, Santa Barbara, Ventura, Los Angeles, San Joaquin, and Kern. He is very effective in coordinating the needs of various agencies on a project. His project experience includes:

#### City Surveyor Services, City of Buellton, CA.

*City Surveyor.* Mark has served as City Surveyor since their cityhood in 1992. On an as-needed basis, responsibilities include performing and conducting all the typical duties of City Surveyor, including reviewing and/or preparing all legal descriptions, reviewing applications for lot line adjustments, voluntary mergers, annexations, certificates of compliance, etc.; producing base maps and right-of-way maps; and construction surveying for most of the City's capital improvement projects. Mark has reviewed and approved dozens of Tract and Parcel Maps on behalf of the City.

In the first four years of incorporation, Mark compiled a very accurate, electronic parcel base map for the City, which is in use today and has been a premier planning tool to aid in city planning and engineering. This parcel data was also incorporated into the County of Santa Barbara's GIS base map and is the parcel basis for Buellton's GIS.

#### City Surveyor Services, City of Carpinteria, CA.

*City Surveyor.* Mark has served as City Surveyor since 1990. On an as-needed basis, responsibilities include performing and conducting all the typical duties of City Surveyor, including reviewing and/or preparing all legal descriptions, reviewing applications for lot line adjustments, voluntary mergers, annexations, certificates of compliance, etc.; producing base

maps and right-of-way maps; and construction surveying for most of the City's capital improvement projects. Mark has reviewed and approved dozens of Tract and Parcel Maps on behalf of the City. He is also responsible for establishing a benchmark system for the City to ensure future construction projects were all designed on a common datum.

#### Contract Development Review, Various Agencies, CA.

*Principal Surveyor.* Mark has provided contract review services for parcel maps, tract maps, voluntary mergers, and other private development applications for various agencies, which include the County of Santa Barbara, Cities of Santa Clarita, Calabasas, Seaside, Santa Barbara, and San Luis Obispo; and Cities of Solvang, Carpinteria, and Buellton as City Surveyor.

#### Contract Assistant County Surveyor, County of Santa Barbara, CA.

*Principal Surveyor.* Mark was selected to review parcel maps and tract maps on behalf of the County Surveyor's Office to offset their workload. While under contract and conducting this service, elements of his procedures for map checking were recognized as effective and adopted for use by the County Surveyor.

#### Monument Preservation Programs, Cities of Solvang, Buellton, and Carpinteria, CA.

*Principal Surveyor.* Over the past 15 years, these cities required monument preservation programs for all of their roadway overlays and roadway reconstruction projects. Mark managed all of these programs, which required research for record monuments, field searching and tying out of monuments, replacing monuments following construction, and filing pre- and post-construction corner records with the County Surveyor.

#### Donovan Road and Stowell Road Interchanges, Santa Barbara County Association of Governments, CA.

*Principal Surveyor.* This \$6 million project designed and constructed intersection improvements and bridge widenings for two freeway interchanges in Santa Maria, CA. Responsibilities included right-of-way retracement, project horizontal and vertical control, right-of-way engineering, and construction surveys. Caltrans District 5 was the primary review agency. Other agencies involved in the right-of-way process were the County of Santa Barbara, Santa Barbara County Flood Control, and City of Santa Maria.



## Edward M. Reading, PLS

### Project Manager

#### Firm

- MNS Engineers

#### Areas of Expertise

- Land Surveying project management
- High Definition Laser Scanning
- Boundary determination
- Worked with municipalities over a wide variety of land development issues

#### Years of Experience

- 28

#### Licensing

- Professional Land Surveyor CA No. 8081, ID No. 8963, WY No. 8904

#### Education

- BS, Surveying/Geomatics
- Oregon Institute of Technology Klamath Falls, Oregon

#### Affiliations

- Hazardous Waste Operations & Emergency Response (HAZWOPER) Certified
- Chevron Loss Prevention System (LPS)
- California State Board for Professional Engineers, Land Surveyors, and Geologist: Subject Matter Expert
- California Land Surveyors Association (CLSA)

Mr. Reading is a skilled supervising project surveyor. Ed is responsible for coordinating all aspects of field surveys, 3D Laser Scanning, and office data compilation. He is an experienced Project Manager and has many years of experience as a field Surveyor. Ed has also been involved in the preparation and scoring of the California Land Surveyor's licensing examination for the past eight years. Ed is also leading the San Luis Obispo office in the use and application of High Resolution 3D Laser Scanning for engineering and surveying projects. His project experience includes:

#### Kaiser Permanente Woodland Hills Medical Center, Woodland Hills, CA:

Mr. Reading performed 3-D laser scanning inside and outside of a working hospital, which consists of scanning the entire central plant facility, which consisted of approximately 12,000 square feet, including 5,700 square foot roof top areas and adjacent loading dock.

#### Bolthouse Farms Processing Plant, Bakersfield, CA:

Ed was the Field Team Leader for this 3-D Laser scanning project of a food processing plant. Ed was also the surveyor of record performing the post processing of survey control data. Existing conditions both inside and outside of the facility were captured as a design aid for an addition to the plant.

#### Imerys Mine & Diatomaceous Earth Processing Plant, Lompoc, CA:

Ed performed 3-D Laser scanning of this working diatomaceous earth processing plant. Ed was also the surveyor of record performing the post processing of survey control data. Existing conditions inside of the processing facility were captured to provide structural and mechanical engineers with true existing conditions models.

#### Hotel Shattuck, Berkeley, CA:

Mr. Reading performed 3-D Laser scanning and control survey for this existing hotel in Berkeley California. The exterior and roof were scanned of this six story hotel to facilitate in designing a proposed addition. Ed was also the surveyor of record performing the post processing of survey control data.

#### Westfield Mall Offsite Improvements – Woodland Hills, CA:

Ed performed 3-D Laser scanning and was the lead surveyor for this civil engineering road improvement project. This massive project consisted of scanning over 15 busy intersections in Los Angeles. All surface features were mapped and a 3-D surface model was created of each intersection. The resulting topographic and planimetric mapping was

utilized by Rick's civil engineering and transportation departments to re-design these intersections.

#### Nipomo Water Intertie, Nipomo, CA:

Performed a boundary, right-of-way, aerial photo control network survey, topographic survey, for a six mile route of a proposed water intertie project. Mr. Reading performed all field and office work to complete a 50 sheet map set used as the base map for design by AECOM of a proposed water line from Santa Maria to Nipomo.



## Justin Dickerson

### Party Chief Surveyor

#### Firm

- MNS Engineers

#### Areas of Expertise

- Construction layout
- Land surveying
- Topographic survey and mapping
- Team management
- Boundary surveys
- Municipal surveying

#### Years of Experience

- 15

#### Certifications

- HAZWOPER
- Petroleum Safety Training
- Emergency Response Technician
- Confined Space Training
- Employee Safety
- CPR & First Aid

Mr. Dickerson has solid experience in land surveying and land development/project management. As Party Chief, Mr. Dickerson is directly responsible for the planning and implementation of various survey projects, including management and direction of field and office team members in the compilation, review and assessment of record mapping and associated documents. He has extensive experience in boundary surveys, construction computations for field crews, topographic surveys and in the design and preparation of record of surveys, parcel maps, lot line adjustment, parcel mergers, final maps, ALTA maps, data processing, legal descriptions and deeds. Justin's experience also includes 8 additional years in the construction profession including road works, concrete structures and underground infrastructure improvements. His project experience includes:

#### **Ranchero Road Interchange at I-15, SANBAG/City of Hesperia, CA. Party Chief.**

This new \$30M interchange project will construct a full-service interchange to connect Ranchero Road to I-15, and realign the existing frontage roads, Mariposa Road, and Caliente Road in the City of Hesperia. Ranchero Road will include three through lanes in both directions, in addition to turn lanes at the proposed freeway ramp connections and intersections with the realigned frontage roads. This project includes elements such as construction of a post-t modifications, signing and striping, and traffic handling. Survey services included staking for 15,000 feet of waterline relocation, subgrade staking for frontage road, staking for ADL locations, volume survey for ADL material, and Geotracker submittal of ADL data.

**State Route 25 Bypass Corridor Survey and Right of Way Engineering Services, County of San Benito, CA.** Project Surveyor. MNS is providing right of way engineering and field surveying services to prepare the required maps, legal descriptions, plats, and back up data to support transfer of ownership of the State Route 25 Bypass Corridor right of way from the City of Hollister to Caltrans. A field survey was conducted to retrace the 2.5 mile long corridor and to survey the location of 8,000 feet of sound wall. MNS compiled comprehensive exhibits of the corridor identifying locations of sound wall, encroachments into private property, varying states of access control, and a portion of County Road requiring change of jurisdiction. Following several collaborations with Caltrans, SBCOG and the City of Hollister, we prepared a State Highway Map designed to satisfy the needs of Caltrans and the local agencies.

**Ekwill Street & Fowler Road Extensions and Roundabouts, City of Goleta, CA.** Party Chief. This \$16.7M project involves designing two new roadway corridors and two new roundabouts to improve traffic flow within the City of Goleta between State Route 217 and the Santa Barbara Municipal Airport. This project also includes two new roundabouts at the Hollister Avenue and State Route 217 interchange. In total, four roundabouts and the combined length of corridor improvements is 1.7 miles will enhance and improve Old Town Goleta. MNS surveying services include ground based survey and monument recovery to assist in the right-of-way engineering for the project; retracement of 41 parcels, 10 roadway and highway segments, and numerous easements along with the preparation of approximately 45 legal descriptions and plats for acquisition; and preparation of three records of survey to be used as references for the various legal descriptions and easements along the new roadways.

**Willow Road Interchange at US 101, County of San Luis Obispo, CA.** This \$18M project involves the extension of Willow Road east from Hetrick Road to US 101, construction of a new US 101/Willow Road interchange between post mile 5.75 and 6.0, and construction of Willow Road from US 101 to Thompson Avenue. This project is being constructed in four stages and includes: two bridges (Willow Road Undercrossing and Nipomo Creek Crossing), four retaining walls, new construction of two County roads (Willow Road and Thompson Avenue), thirteen drainage structures, and two sets of on and off ramps. MNS provided construction staking. Justin was the Party Chief responsible for all construction survey calculations and layout.

**Allen Road Improvements, City of Bakersfield, CA.** Senior Party Chief. This \$14M project involved the construction of a new 600-ft bridge crossing the Kern River. This new 4-lane roadway spanned approximately 4,200 ft and improved the existing roadway at the tie-in locations. The project included extensive earthwork and additional drainage systems, equestrian trails, and bike trails. Justin performed all of the construction survey/staking for the project including: piles, abutments, falsework and decking for the bridge and all underground utilities, curb, mow curbs, walls and pavement for the entire roadway. He also was a key person in the post-construction monumentation and preparation and filing of a record of survey for the new route.



## Masa Ueoka

### Senior Land Title Analyst

#### Firm

- MNS Engineers

#### Areas of Expertise

- Preparing Chains of Title
- Deed research
- Easement research
- Patent to date searches
- Complex title searches
- Expert witness

#### Years of Experience

- 36

#### Education

- BA, Economics, Komazawa University, Tokyo, Japan

Mr. Ueoka has over 36 years of experience as a title searcher-examiner for major Title companies. As one of the top specialists in Santa Barbara County, his experience includes complex title searches, chains of title preparation, deed research, patent to date searches, easement searches, and all types of long orders. Since joining MNS in 2007, Masa has provided land title analyst services for several public agency and private sector clients. His project experience includes:

**Ranchero Road Interchange at I-15, SANBAG/City of Hesperia, CA.** This new \$30M interchange project constructs a full-service interchange to connect Ranchero Road to I-15, and realigns the existing frontage roads, Mariposa Road, and Caliente Road in the City of Hesperia. Ranchero Road includes three through lanes in both directions, in addition to turn lanes at the proposed freeway ramp connections and intersections with the realigned frontage roads. This project includes constructing post-t modifications, signing and striping, and traffic handling. Survey services included staking for 15,000 feet of waterline relocation, subgrade staking for frontage road, staking for ADL locations, volume survey for ADL material, and Geotracker submittal of ADL data.

**County of Ventura-Lewis Road Widening Project, CA.** During construction of this project MNS' construction management group called upon the survey department to determine the owners of adjacent properties, easements over their properties and the location of them in relation to the existing driveway. A quick turnaround was needed to prevent construction delays. Within a day, Masa produced the various deeds, easements and lease agreement and a sketch was produced detailing the various rights and locations.

**Lewis Road (State Route 34) Grade Separation Project, County of Ventura, CA.** Research Specialist. During construction of the Lewis Road Widening project, the MNS Construction Management team called upon the Survey Department to determine the owners of adjacent properties, easements over their properties and the location in relation to the existing driveway. A quick turnaround was needed to prevent construction delays. Within a day, Masa produced the various deeds, easements, and lease agreement. A sketch was produced detailing the various rights and locations.

**Haley/De la Vina Bridge Replacement City of Santa Barbara, CA.** Research Specialist. MNS prepared the right-of-way appraisal maps for this project and prepared 13 legal descriptions and sketches for fee, easement and temporary easement parcels. Retracement of the parcels became problematic when the current title reports and documents were not sufficient to resolve certain boundary locations and ownerships. Masa conducted research efforts to trace back several parcels to patent and to study the transactions to current. His work resulted in giving us the ability to complete the boundary identification. He also identified a significant (1,752 square feet) area within the project where the owner is unknown. He provided additional research to assist the City in searching for the apparent heirs and to file a quiet title action to acquire the property.

**State Route 154 Operational Improvements, Group II, County of Santa Barbara, CA.** Research Specialist. On this \$5M project, Masa provided research services for the right-of-way retracement, accuracy compliance testing of the aerial topographic mapping, and construction survey support. MNS provided aerial topographic mapping, project control, right-of-way engineering, and construction surveying for four locations along a rural state highway. The cumulative length of the locations was three miles. The improvements consisted of new passing lanes, turn lanes, and pull outs. Construction included significant earthwork and grading, drainage structures, and a soldier pile wall. Work was performed using Caltrans standards.

**Willow Road Interchange at US 101, County of San Luis Obispo, CA.** Research Specialist. This \$20M project is an important link for motorists to access commercial, industrial, agricultural, and residential areas within Nipomo. The project was constructed in four stages and involved the construction of two bridges, four retaining walls, two new county roads, thirteen drainage structures, and two sets of on and off ramps. Justin was the Senior Party Chief for the construction surveying and staking of this project. Services were provided per the Caltrans Survey Manual.



## Eric Crosby Holmes

### Assistant Project Surveyor

#### Firm

- MNS Engineers

#### Areas of Expertise

- Experience with MS Word, AutoCAD Civil 3D, Excel, AutoCAD LDD, and ArcGIS 10.0
- Field surveying

#### Years of Experience

- 14

#### Education

- BA, History, University of California, Santa Barbara, CA

Mr. Holmes is a skilled survey technician. He has over 14 years of experience. His project experience includes:

#### **High Speed Rail (Construction Package 3). Appraisal Mapping.**

**High Speed Rail (Construction Packages 1-3).  
Role. Worked on the Resolution of Necessary Exhibits and legal descriptions.**

**Assistant Surveyor, Quad Knopf, Inc., Visalia, Ca. Assistant Surveyor.** As the assistant surveyor, Eric was tasked with calculating and creating Parcel Maps and Final Subdivision maps, creating Assessors maps and field control for High Speed Rail Project in southern Tulare County, and using Trimble Robotics and GPS for construction staking and topographic surveys

**Survey Technician, Flowers and Associates, Santa Barbara, Ca.** As a survey technician, Eric calculated and designed tangential alignments for roads for Tentative Parcel Maps, created digital terrain models for topographic and slope maps, calculated earthwork volumes, and drafted cross sections of land using AutoCAD Civil 3D.

**Rancho Monte Allegre, Carpinteria, CA. Role.** Worked on parcel maps and various easements.

**Cate School. Role.** Design roadway access at the Cate School.

**Survey Technician II, Quad Knopf, Inc., Visalia, Ca.** Eric was a survey technician II at Quad Knopf, Inc. His responsibilities included researching and drafting ALTA, Topographic, Record of Surveys, Lot Line Adjustments, and Tentative and Final Parcel Maps, coordinating Annexations/Detachments for municipalities, lining out Survey crews for jobs and calculated grades for construction staking/grading, and regularly contacting municipalities, clients, and earth movers.

**Engineering Technician, Omni Means Engineers and Planners, Visalia, Ca.** As an engineering technician, Eric performed tasks such as using Traffix 7.6 for Traffic Studies in Shasta, Kings and Tulare Counties, inspecting construction as built of Betty Drive, completing the Traffic and Circulation section of the Tulare County General Plan and used ArcGIS for exhibits, and writing and researching Specific Plans and Master Plans for Tulare County Municipal Service Reviews

**Project Manager/Survey Technician, California Planning and Engineering, Visalia, Ca.** As a project manager/survey technician, Eric's responsibilities included using surveying equipment for land development and construction staking, working as a chainman and instrument man for residential and industrial development projects, interacting with State Water Board about possible environmental impacts on dairy construction, and preparing and researching Groundwater Monitoring reports.

## Hector Perez

Chainman

### Firm

- MNS Engineers

### Areas of Expertise

- Construction layout
- Land surveying
- Topographic survey and mapping
- Team management
- Boundary surveys
- Municipal surveying

### Years of Experience

- 14

### Certifications

- Employee Safety
- CPR & First Aid

Mr. Perez has over 14 years of significant experience in land surveying and construction layout staking and in boundary topographic and construction layout surveying. Hector's experience includes: construction staking for the Advanced Water Treatment Facility, "The Great Project" in the City of Oxnard, Santa Barbara and Goleta Valley Cottage Hospitals, construction layout for the Santa Barbara Zoo, and was involved in the Santa Barbara Airport topographic mapping. His project experience includes:

#### **Phelps Road/Mesa Road Trunk Sewer Replacement Project, City of Goleta, CA.**

The project realigned a trunk sewer main for the Goleta West Sanitary District. The new corridor follows existing public and private (UC Santa Barbara) roadways and requires the retracement of the right-of-ways, property boundaries and easements for a 7,800 foot corridor. Mr. Perez was the Party Chief in charge of all field activities for this project. Hector managed the efforts for aerial panel layout and control, monument recovery and ground topographic surveys of the 70' wide hardscape corridor locating roadway, sidewalks, utilities and other features using GPS/RTK and Robotic Total Station technology.

#### **State Highway 154 Operational Improvements, Group II, County of Santa Barbara, CA.**

Hector performed field surveys for Aerial Topographic Mapping, Project Control, Right-of-Way Retracement and Construction Surveying for four locations along a rural state highway. The cumulative length of the locations is three miles. The improvements consisted of new passing lanes, turn lanes, and pull outs. Construction included significant earthwork and grading, drainage structures and a soldier pile wall. Work was performed using Caltrans standards.

#### **Route 101/Donovan & Stowell Road Interchanges, Santa Maria, CA.**

This \$6M project involved the design and construction of intersection improvements and bridge widenings for two freeway interchanges. Hector assisted with monument recovery for R/W retracement and project horizontal and vertical control and establishing a GPS static network. He was also involved in the construction staking and post-construction monumentation. Caltrans District 5 provided oversight for these projects.

**8th Street Pedestrian Bridge Replacement, City of Carpinteria, CA.** Mr. Perez was the Party Chief for this \$1M pedestrian bridge replacement project. He was responsible for re-establishing the survey control network and

providing construction surveying services. The new 8th Street Pedestrian Bridge is a 1-span steel arch suspension bridge, 161-ft in length and 5.5-ft wide. The bridge consists of two pipe arches that converge at the apex and suspend a steel decking and walking path laid with ipe lumber. Bridge abutments are concrete, placed on top of augered cast-in-place piles. This project required water line, cable, and electrical line relocation, and strict environmental permitting to work in the Carpinteria Creek riparian habitat. Project was state funded and required Caltrans construction administration procedures according to the LAPM. Winner of 2010 APWA Project of the Year in its category.

#### **Santa Barbara Cottage Hospital Expansion Project, Santa Barbara, CA.**

Party Chief. Hector was responsible for providing the construction staking for this \$550M new hospital facility. This project is was constructed around an existing hospital facility and an underground tunnel which remained operational during construction. Construction staking was provided for rough grading of the site, shoring pile layout and weekly monitoring during excavation and post excavation, as well as column line layout for steel and finished concrete slab on four floors. The layout consisted of building corners, column lines, anchor bolt layout, and verification of bolts before, during and after concrete pours. MNS also provided staking for street and utility improvements in the surrounding areas. Our surveyors used robotic technology to accomplish these tasks.

#### **Piru Wastewater Treatment Plant Expansion, County of Ventura, CA.**

Party Chief. MNS assisted the Water and Sanitation Department in acquiring a 4 acre parcel for the expansion of the Piru Wastewater Treatment Plant. MNS provided aerial survey control and supplemental field topo for design as well as research, boundary analysis and retracement, legal description for parcel to convey and a Record of Survey of the new parcel. One of the challenges was retracing the parent parcel which was bounded on one side by UPRR and on another by State Route 126. **Fine Arts Complex Survey, Allan Hancock College, CA.** Party Chief. MNS prepared the base map for the design of the expansion of the college campus. This included topographic and utility mapping, and easement and boundary retracement. The control network was established using GPS static survey methods and Robotic Total Station equipment was used to collect all ground surface, improvements, utilities and survey monuments.



## Appendix B. Forms



**Exhibit 10-01**

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**Exhibit 10-02**

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**EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION**

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>County of Santa Barbara Public works</u>			
2. Project Location: <u>Refugio Road MP 1.80 at Refugio Creek</u>			
3. Project Description: <u>Replacement of existing low water crossing no. 2 with a new bridge</u>			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: <u>MNS Engineers, Inc.</u>			
6. Contract DBE Goal %: <u>0.0%</u>			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ _____			
8. Total Number of <u>all</u> Subconsultants: _____			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed \$ <u>0</u>	14. Total % Claimed <u>0.0%</u> %
20. Local Agency Contract Number: <u>862362</u>			
21. Federal-aid Project Number: <u>BRLO-NBIL (530)</u>			
22. Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:			
<u>Constantino Garcia</u>			
23. Local Agency Representative Name (Print)			
24. Local Agency Representative Signature	25. Date		
<u>Hydraulic Coordinator</u>	<u>(805) 739-8797</u>		
26. Local Agency Representative Title	27. (Area Code) Tel. No.		
		15. Preparer's Signature <u>Mark E. Reinhardt</u>	
		16. Preparer's Name (Print) <u>Principal Surveyor</u>	
		17. Preparer's Title <u>8/13/2015</u> <u>805-787-0326</u>	
		18. Date                      19. (Area Code) Tel. No.	
Caltrans to Complete this Section			
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print)	29. DLAE Signature	30. Date	

**Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
 (2) Copy – Include in award package sent to Caltrans DLAE  
 (3) Original – Local agency files



**INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION****Consultant Section***The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-01 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

**Local Agency Section:***The Local Agency representative shall:*

20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

**Caltrans Section:***Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

**EXHIBIT 10-O2 CONSULTANT CONTRACT DBE INFORMATION**

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>County of Santa Barbara Public works</u>			
2. Project Location: <u>Refugio Road MP 1.80 at Refugio Creek</u>			
3. Project Description: <u>Replacement of existing low water crossing no. 2 with a new bridge</u>			
4. Total Contract Award Amount: \$ _____			
5. Consultant Name: <u>MNS Engineers, Inc.</u>			
6. Contract DBE Goal %: <u>0.0%</u>			
7. Total Dollar Amount for <u>all</u> Subconsultants: \$ _____			
8. Total Number of <u>all</u> Subconsultants: _____			
Award DBE/DBE Information			
9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount
Local Agency to Complete this Section		13. Total Dollars Claimed  \$ <u>0</u>	14. Total % Claimed  <u>0.0%</u> %
20. Local Agency Contract Number: <u>862362</u>			
21. Federal-aid Project Number: <u>BRLO-NBIL (530)</u>		Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:	
22. Contract Execution Date: _____		<u>Constantino Garcia</u>	
23. Local Agency Representative Name (Print)		15. Preparer's Signature <u>Mark E. Reinhardt</u>	
24. Local Agency Representative Signature <u>Hydraulic Coordinator</u>	25. Date <u>(805) 739-8797</u>	16. Preparer's Name (Print) <u>Principal Surveyor</u>	
26. Local Agency Representative Title	27. (Area Code) Tel. No.	17. Preparer's Title <u>8/13/2015</u> <u>805-787-0326</u>	
Caltrans to Complete this Section		18. Date      19. (Area Code) Tel. No.	
Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:			
28. DLAE Name (Print)	29. DLAE Signature	30. Date	

**Distribution:** (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.  
 (2) Copy – Include in award package sent to Caltrans DLAE  
 (3) Original – Local agency files



**INSTRUCTIONS - CONSULTANT CONTRACT AWARD DBE INFORMATION****Consultant Section***The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. **Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
5. **Consultant Name** - Enter the consultant's firm name.
6. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
7. **Total Dollar Amount for all Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
8. **Total number of all subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBE's + all Non-DBE's). Do **not** include the prime consultant information in this count.
9. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
10. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
11. **DBE Cert. Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
12. **DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE, and include DBEs that are not identified as subconsultants on the Exhibit 10-01 *Consultant Proposal DBE Commitment* form. See LAPM Chapter 9 for how to count full/partial participation.
13. **Total Dollars Claimed** – Enter the total dollar amounts for column 13.
14. **Total % Claimed** – Enter the total DBE participation claimed for column 13. SUM = (item "14. Total Participation Dollars Claimed" divided by item "4. Total Contract Award Amount"). If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
15. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
16. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
17. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
18. **Date** - Enter the date this section of the form is signed by the preparer.
19. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.

**Local Agency Section:***The Local Agency representative shall:*

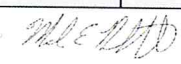
20. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
21. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
22. **Contract Execution Date** - Enter the date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
23. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
24. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
25. **Date** - Enter the date the Local Agency Representative signs the form.
26. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
27. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

**Caltrans Section:***Caltrans District Local Assistance Engineer (DLAE) shall:*

28. **DLAE Name (Print)** – Clearly enter the name of the DLAE.
29. **DLAE Signature** – DLAE must sign this section of the form to certify that it has been reviewed for completeness.
30. **Date** - Enter the date that the DLAE signs this section the form.

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>County of Santa Barbara Public Works</u>			
2. Project Location: <u>Refugio Road MP 1.80 at Refugio Creek</u>			
3. Project Description: <u>Replacement of existing low water crossing no. 2 with a new bridge</u>			
4. Consultant Name: <u>MNS Engineers</u>			
5. Contract DBE Goal %: <u>0.0%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	9. DBE %
16. Local Agency Contract Number: <u>862362</u>			_____ %
17. Federal-aid Project Number: <u>BRLO-NBIL (530)</u>			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:  <u>Constantino Garcia</u> 19. Local Agency Representative Name (Print)			
20. Local Agency Representative Signature _____		11. Preparer's Signature _____	
21. Date _____		12. Preparer's Name (Print) _____	
22. Local Agency Representative Title _____		13. Preparer's Title _____	
23. (Area Code) Tel. No. _____		14. Date <u>8/13/15</u> _____	
		15. (Area Code) Tel. No. <u>(805) 692-6921</u>	

**Distribution:** (1) Original – Consultant submits to local agency with proposal  
 (2) Copy – Local Agency files



**INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT****Consultant Section**

*The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
7. **DBE Firm Contact Information** - Enter the name and telephone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and telephone number, if the prime is a DBE.
8. **DBE Cert. Number** - Enter the DBEs Certification Identification Number. All DBEs must be certified on the date bids are opened. (DBE subcontracted consultants should notify the prime consultant in writing with the date of the decertification if their status should change during the course of the contract.)
9. **DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
11. **Preparer's Signature** – The person completing this section of the form for the consultant's firm must sign their name.
12. **Preparer's Name (Print)** – Clearly enter the name of the person signing this section of the form for the consultant.
13. **Preparer's Title** - Enter the position/title of the person signing this section of the form for the consultant.
14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area code and telephone number of the person signing this section of the form for the consultant.


**Local Agency Section:**

*The Local Agency representative shall:*

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

**EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT**

(Inclusive of all DBEs listed at bid proposal. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section			
1. Local Agency Name: <u>County of Santa Barbara Public Works</u>			
2. Project Location: <u>Refugio Road MP 0.30 at Refugio Creek</u>			
3. Project Description: <u>Replacement of existing low water crossing no. 1 with a new bridge</u>			
4. Consultant Name: <u>MNS Engineers, Inc.</u>			
5. Contract DBE Goal %: <u>0.0%</u>			
DBE Commitment Information			
6. Description of Services to be Provided	7. DBE Firm Contact Information	8. DBE Cert. Number	9. DBE %
Local Agency to Complete this Section		10. Total % Claimed	9. DBE %
16. Local Agency Contract Number: <u>862361</u>			_____ %
17. Federal-aid Project Number: <u>BRLO-NBIL (529)</u>			
18. Proposed Contract Execution Date: _____			
Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:		11. Preparer's Signature	
<u>Constantino Garcia</u>		<u>Mark E. Reinhardt</u>	
19. Local Agency Representative Name (Print)		12. Preparer's Name (Print)	
		<u>Vice President</u>	
20. Local Agency Representative Signature		13. Preparer's Title	
21. Date		14. Date	
22. Local Agency Representative Title		15. (Area Code) Tel. No.	
<u>Hydraulic Coordinator</u>		<u>8/13/15</u> <u>(805) 692-6921</u>	
23. (Area Code) Tel. No.			

Distribution: (1) Original – Consultant submits to local agency with proposal  
 (2) Copy – Local Agency files



**INSTRUCTIONS - CONSULTANT PROPOSAL DBE COMMITMENT****Consultant Section**

*The Consultant shall:*

1. **Local Agency Name** – Enter the name of the local or regional agency that is funding the contract.
2. **Project Location** - Enter the project location as it appears on the project advertisement.
3. **Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. **Consultant Name** - Enter the consultant's firm name.
5. **Contract DBE Goal %** - Enter the contract DBE goal percentage, as it was reported on the Exhibit 10-I *Notice to Proposers DBE Information* form. See LAPM Chapter 10.
6. **Description of Services to be Provided** - Enter item of work description of services to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
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10. **Total % Claimed** – Enter the total DBE participation claimed. If the Total % Claimed is less than item "6. Contract DBE Goal", an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H *DBE Information - Good Faith Efforts* of the LAPM).
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14. **Date** - Enter the date this section of the form is signed by the preparer.
15. **(Area Code) Tel. No.** - Enter the area-code and telephone number of the person signing this section of the form for the consultant.

**Local Agency Section:**

*The Local Agency representative shall:*

16. **Local Agency Contract Number** - Enter the Local Agency Contract Number.
17. **Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
18. **Contract Execution Date** - Enter date the contract was executed and Notice to Proceed issued. See LAPM Chapter 10, page 23.
19. **Local Agency Representative Name (Print)** - Clearly enter the name of the person completing this section.
20. **Local Agency Representative Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
21. **Date** - Enter the date the Local Agency Representative signs the form.
22. **Local Agency Representative Title** - Enter the position/title of the person signing this section of the form.
23. **(Area Code) Tel. No.** - Enter the area code and telephone number of the Local Agency representative signing this section of the form.

EXHIBIT A-2  
STATEMENT OF WORK  
COUNTY'S REQUEST FOR PROPOSAL





**REQUEST FOR PROPOSAL**

**for**

**PROFESSIONAL DESIGN SERVICES**

**for the**

**Refugio Road Low Water Crossings over Refugio Creek**

**Crossing No. 1**

**County Project No. 862361**

**State Project No. 0513000108L-N**

**Federal Project No. HBRLO-NBIL (529)**

**And**

**Crossing No. 2**

**County Project No. 862362**

**State Project No. 0513000109L-N**

**Federal Project No. HBRLO-NBIL (530)**

**Proposals Due by 3:00 pm**

**August 13, 2015**

County of Santa Barbara  
Department of Public Works  
Transportation Division  
123 East Anapamu Street  
Santa Barbara, CA 93101  
(805) 568-3000

## GENERAL PROPOSAL INFORMATION

Issue Date : July 21, 2015

Proposal Due Date and Time : August 13, 2015 at 3:00 PM

Agency Contact Person : Constantino E. Garcia, County Agent  
e-mail: [cogarci@cosbpw.net](mailto:cogarci@cosbpw.net)  
Phone : (805) 739-8797

Number of copies required : 1(electronically) or 3 (paper)

Page Limit : The cumulative pages for the following section shall not exceed 20 pages (minimum font size : 12 Single Spaced)

Funding Sources : Federal (HBP)

Delivery Information : e-mail  
[cogarci@cosbpw.net](mailto:cogarci@cosbpw.net) and copied to  
Regular/Express Mail and Hand Delivery :  
County of Santa Barbara  
Public Works Department  
Transportation Division  
Attn. : Constantino E. Garcia  
620 W Foster Road  
Santa Maria, CA 93455

Proposal must be received via mail or e-mail by Proposal due date and time or they will be rejected

QUESTIONS : Please direct all your question to the RFP to Constantino E. Garcia



**Project Information:**

The County of Santa Barbara is soliciting proposals for a topographic and right-of-way survey of two low water crossing project locations on Refugio Road. Low Water Crossing No. 1 is located on Refugio Road, 0.30 miles north of the US 101 and Refugio Road off ramp intersection. This location consists of a segment of concrete paved roadway with a series of metal grates installed directly above the cut open top portion of parallel CMP's which run underneath the concrete crossing.

Low Water Crossing No. 2 is 1.80 miles north of the US 101 off ramp and Refugio Road intersection. The segment of the crossing also consists of a series of CMPs laid parallel to the creek flowline. There are adjacent driveways on the Southeast and Northwest quadrant of the crossing. The channel profile is fairly flat on the upstream side and is relatively steep on the downstream side with an elevation drop of about 15 feet over a horizontal distance of 30 to 40 feet from the culvert outlet.

The projects propose to replace Low Water Crossing No. 1 and Low Water Crossing No. 2 with two individual two-lane bridges, and to provide fish passageway improvements for Low Water Crossing No. 2. The proposed bridges will be designed to accommodate bulked flows and minimize floodplain impacts. The bridge type could be a single or multi-span precast, cast-in-place concrete slab, or pre-cast I-girders. Depending on the geotechnical investigations and the result of scour analyses, the support foundation could be a spread footing, driven pile, or cast-in-drilled hole.

Each project has a separate Project number and the proposal should break down the cost for each project.

Low Water Crossing No. 1 – Project No. 862361  
Low Water Crossing No. 2 – Project No. 862362

Please see the attached map for the location of each crossing.

## **Scope of Work:**

1. Topographic Survey: The purpose of the topographic survey is to provide an accurate depiction of the existing conditions for the hydraulic modeling of the proposed bridges at Low Water Crossings No. 1 and No. 2, and for fish passageway improvement at Low Water Crossing No. 2.
  - a. Perform supplemental survey to the existing field survey of Refugio Road Low Water Crossing No. 1 (Mile Post 0.30) and Crossing No. 2 (Mile Post 1.80). The County has an existing field and aerial survey available. The supplemental survey shall tie-in and extend the existing field survey approximately 1,000 feet upstream and downstream from each crossing. Areas that are 20 feet or more above the channel bed do not need to be topographically surveyed.

**Refer to Attachment 1 for survey limits and detailed survey information.**
  - b. Merge the supplemental survey with the existing survey, and then with the aerial survey. The CAD files are available at the County RFP website. Use consistent horizontal and vertical datum for each topographic survey before merging. Use NAD83 California State Plane Zone V (US Survey foot) for horizontal datum and vertical datum to the nearest 0.01’
  - c. Use layer conventions in the County provided Civil 3D drawing template.
  - d. Provide mapping at a scale of 1:20 with a 1-foot contour interval
2. Right-of-Way: Research recorded information. Provide right-of-way and boundary survey for the limits described above. Incorporate this information into the electronic topographic survey.
3. Set sufficient & durable control monuments on project site.
4. Provide a schematic (drawing) showing all set control points, coordinate values and elevations, record monuments, and description and reference information on a 8.5”x 11.0” sheet. A preliminary check print must be submitted before final drawing is submitted or approved.
5. Use County coding system for descriptions and format provided in the County Civil 3D drawing template.
6. Provide weekly written updates or status reports to the County Hydraulics Coordinator, Constantino E. Garcia at [cogarci@cosbpw.net](mailto:cogarci@cosbpw.net) or by phone at 805-739-8797.
7. Clearing and Brushing (Additive Item): Clear and brush areas to provide access and clear lines of site for the survey crew to make their measurements, as needed.



**Standards:**

AMERICAN CONGRESS OF SURVEYING & MAPPING (ACSM) and NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) surveying standards, accuracy and procedures apply on this project.

**Documents Available:**

The following informational documents and other materials are available at the County Request for Proposal website at the link, <http://rfp.cosbpw.net/>

1. Request for Proposal
2. Sample Contract
3. LAPM Chapter 10 forms
4. Topographic Survey
  - Aerial Topographic Survey
  - Field Topographic Survey
5. Civil 3D Drawing Template
6. Crossing No. 1 As built drawing

**Deliverables:**

The Santa Barbara County Public Works Department Engineering Section has a standard Civil 3D drawing template file available at the County RFP website. The file includes layouts, layer conventions, styles, point description key codes and sets, and point styles. Points should be associated with v-node layer and v-node text but should also be on individual layers based on their descriptions. Feature lines should also be on individual layers.

- 1) AutoCAD Civil 3D 2014 model (.dwg format) with surface tin
- 2) All field work with descriptions that are consistent with the County Data Collector Description Keys & Codes and in an ASCII format. Please refer to the Civil 3D drawing template in the RFP website.
- 3) Finished coordinate data (1-digital & 1 hard copy)
- 4) Schematic drawing as listed in item 4 under Scope of work. Drawing to be signed and sealed with surveyor's statement of responsibility by a California Licensed Professional Land Surveyor.
- 5) All survey field notes and sketches (2 hard copies).
- 6) All raw data files (1 digital & 1 hard copy).

**Quality Assurance/Quality Control:**

All deliverables shall be reviewed for completeness and accuracy before acceptance by the County.

**Schedule:**

Provide all deliverables to the County of Santa Barbara Public Works Engineering Section located at 620 W. Foster Road, Santa Maria, CA 93455 no later than 6 weeks after the County provides Notice to Proceed to selected consultant.

## **Proposal Requirements and Schedule:**

### **Executive Summary**

Provide a brief summary of the CONSULTANT'S qualifications, the proposed technical and management approach to the services contemplated and the proposer's understanding of the PROJECT. In addition, identify any proposed subconsultants.

### **Technical Approach**

Describe the technical approach and methodology proposed to provide Topographic Survey for Low Water Crossings No. 1 and No. 2. Include any innovative approach the consultant proposes to implement.

### **Proposal**

Provide two separate cost breakdowns, one for each project. Include a proposal for Item 7. Clearing and Brushing as a separate, additive item.

### **Schedule**

Provide two separate schedules for the topographic survey of Refugio Low Water Crossing No. 1 and No. 2.

### **Resource Requirements**

Please include a resource allocation matrix of the consultant's proposed project team including in rows a list of the tasks with descriptions for the project, and in columns the name, classification, number of hours and costs proposed per task for each team member proposed to provide each type of service.

Provide an organizational chart showing key personnel names and classification of the proposed team. Indicate the project manager and the individual authorized to negotiate the contract.

### **Disadvantaged Business Enterprise (DBE)**

The County has set a DBE goal of 0% for this contract, due to limited sub-contracting opportunities. However the proposers are encouraged to obtain DBE participation for this contract.

The consultant shall submit Caltrans LAPM Exhibit 10-O1 and Exhibit 10-O2 with their proposal. The fillable forms with instructions are available at the County RFP website at the link, <http://rfp.cosbpw.net/>

### **Important Dates**

1. Submit proposal by 3pm August 13, 2015
2. Firms will be contacted by 3pm August 20, 2015 for notification of results.

### **Details**

Please submit proposal electronically to County Agent, Constantino E. Garcia at [cogarci@cosbpw.net](mailto:cogarci@cosbpw.net).



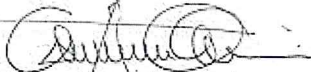
**Evaluation Process:**

Two or three individuals from County staff will review and rank each consultant based on the following:

- a. Did firm meet the proposal requirements? (30 points)
- b. Did the firm have a clear understanding of the Scope of Work? (30 points)
- c. Did the consultant acknowledge the County's procedures, guidelines, and standards? (20 points)
- d. Are costs and hours consistent with the County's expectations? The cost will be determined on the basis of the Total Proposal plus Total Additive Items. (20 points)

If you need more information please call (805) 739-8797, fax (805) 739-8773, or e-mail me at [cogarci@cosbpw.net](mailto:cogarci@cosbpw.net).

Sincerely,



Constantino E. Garcia, P.E.  
Hydraulic Coordinator

**Attachments:**

Project Location Map

Figure 1: Required Survey Points for Longitudinal Profile

Attachment 1: Project Study Limits

cc: file – Survey 100.7c

G:\Transportation\Projects\862361 Refugio Crossing No. 1, BRLO-NBIL(529)\Design\100 Preliminary Engineering\Survey\July Rev RFP Process\862361 REV 7-2015 Refugio Rd RFP\_Topographic Survey.docx

# Project Location Map

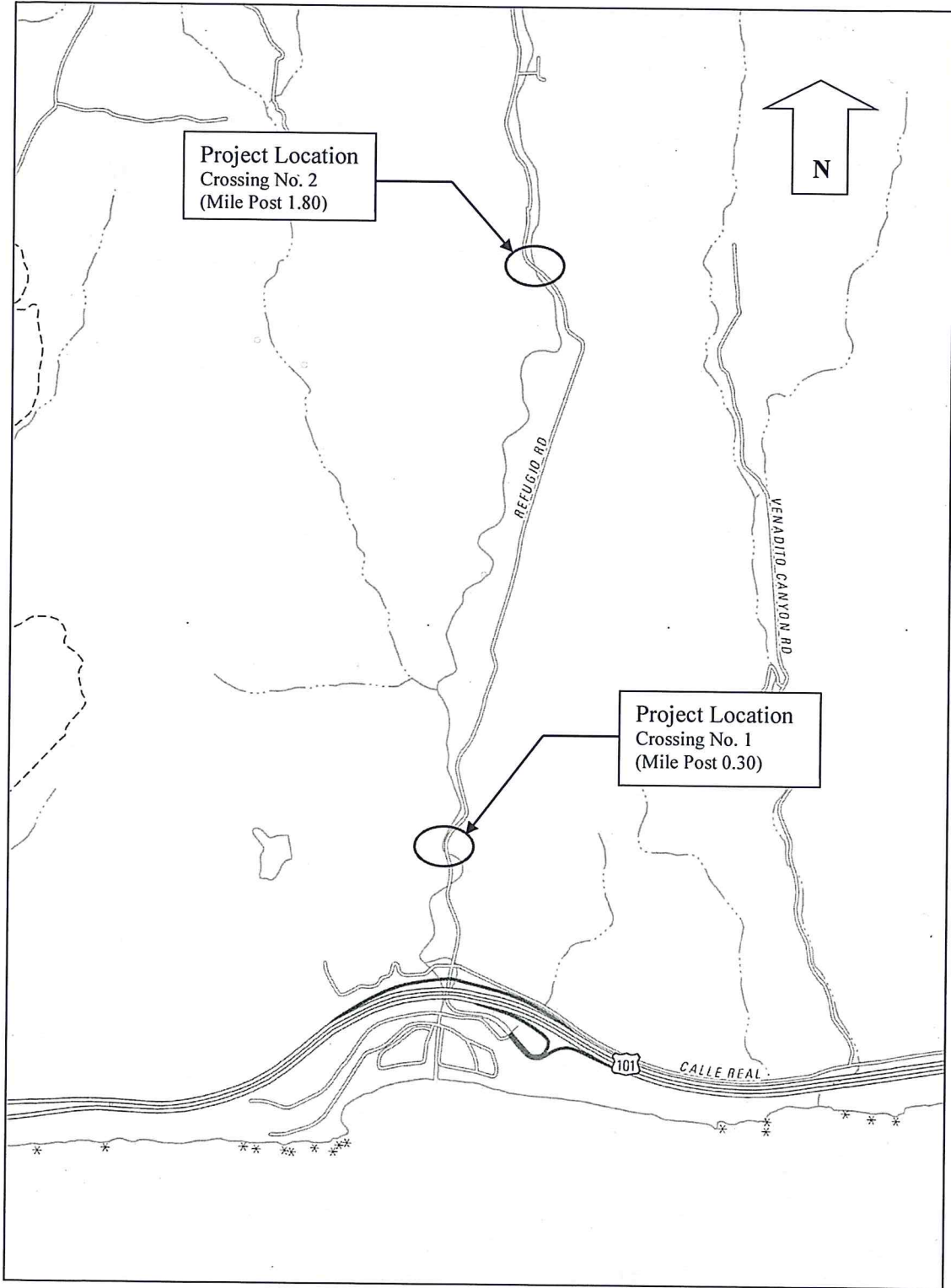
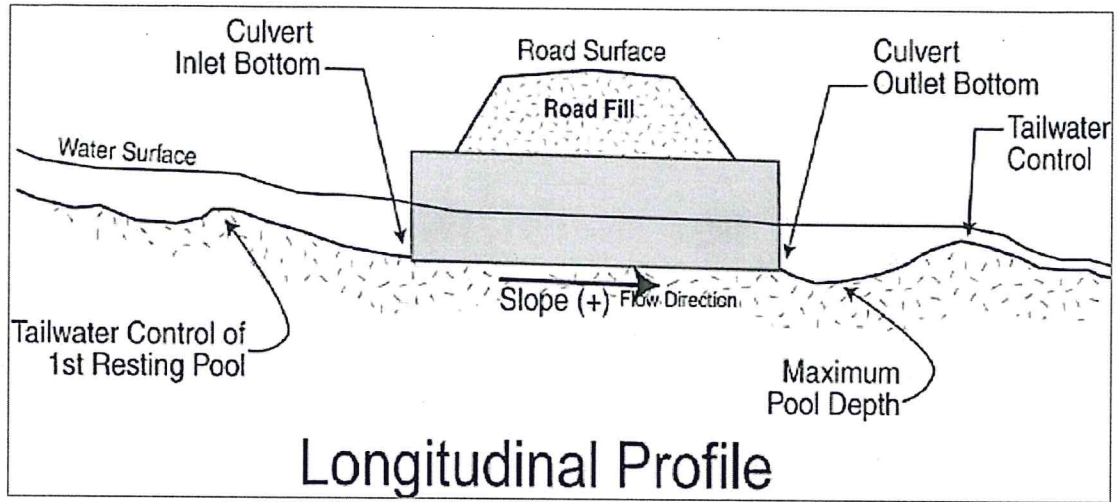




Figure 1



Required Survey Points for Longitudinal Profile (CDFW, 2010)

## ATTACHMENT 1

### SURVEY LIMITS

#### Crossing No. 1 & 2 – EXHIBIT A & B

The **Detailed Supplemental Topographic Survey** area shall include:

- flow lines;
- invert elevations of drainage structures, inlets and outlets;
- any other pertinent slope or grade break information;
- all trees 6" diameter or more; and
- all utilities within the survey limits delineated on Exhibit A & B.

Provide surveyed **Creek Cross Sections** at 200'-250' intervals upstream and downstream of the crossing as indicated in Exhibit A & B.

Provide surveyed cross sections at top of crossing/roadway.

#### Crossing No. 2 ONLY – EXHIBIT B

Provide additional survey points and information for:

- armored channel/spillway – representative top and bottom of wall elevations along banks;
- existing retaining wall;
- location/size of major boulders within channel; and
- location/elevation of exposed bedrock within channel.



Provide a surveyed thalweg profile upstream and downstream of the crossing, with elevations and corresponding stations along a centerline (See Figure 1):

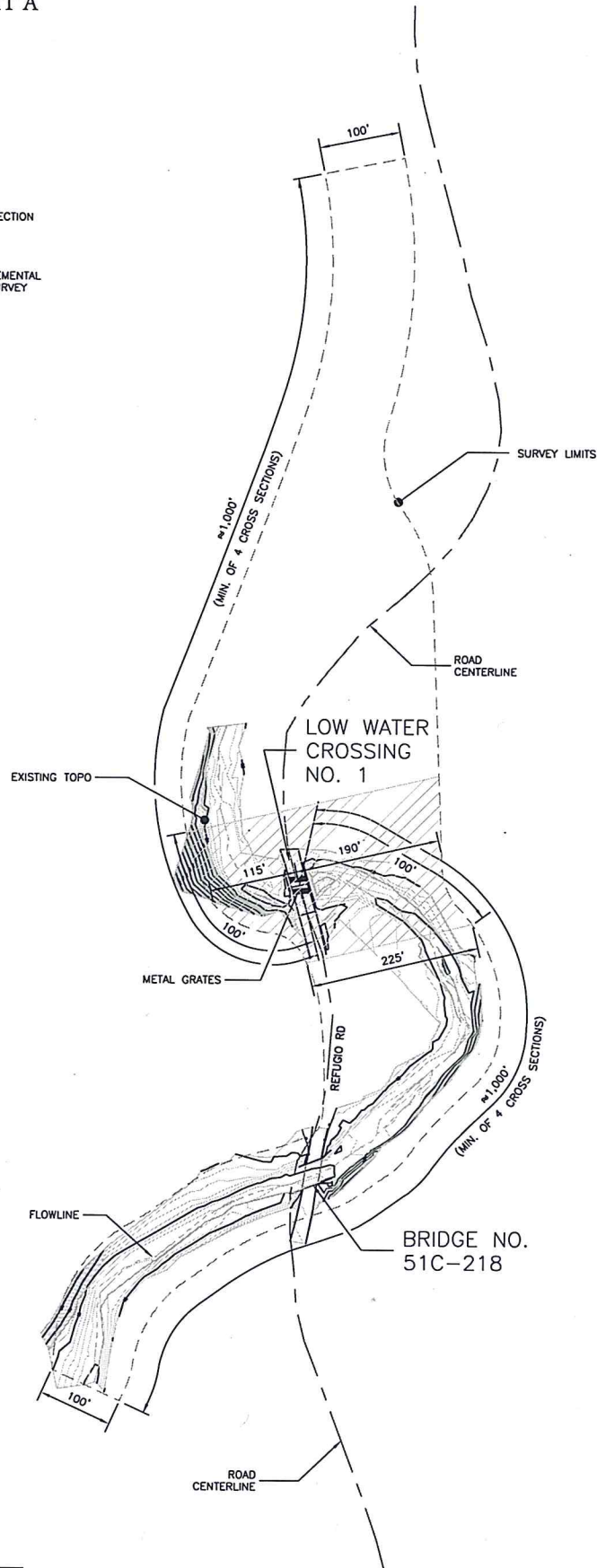
- maximum depth of outlet pool;
- outlet pool's tailwater control;
- upstream and downstream end of armored channel (downstream of crossing); and
- any other significant breaks in slope.



EXHIBIT A

LEGEND :

-  CREEK CROSS SECTION
-  DETAILED SUPPLEMENTAL TOPOGRAPHIC SURVEY





NO SCALE

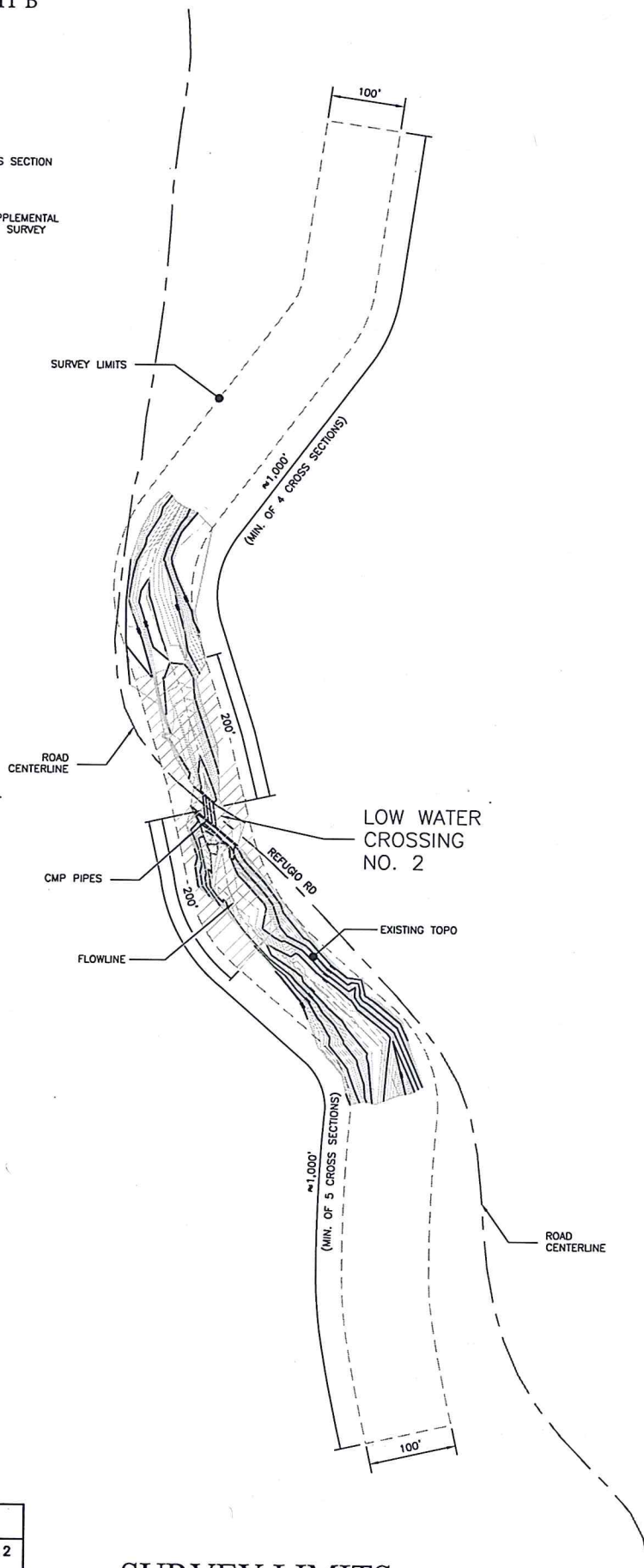
SURVEY LIMITS

COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION	
REFUGIO RD LOW WATER CROSSING NO. 1 BRIDGE REPLACEMENT	
REFUGIO RD. - CALLE REAL TO WEST CAMINO CIELO SANTA BARBARA COUNTY, CALIFORNIA	
PROJECT NO. : 852361	DRAWN BY : C.E. GARCIA

EXHIBIT B

LEGEND :

-  CREEK CROSS SECTION
-  DETAILED SUPPLEMENTAL TOPOGRAPHIC SURVEY



NO SCALE

SURVEY LIMITS

COUNTY OF SANTA BARBARA DEPARTMENT OF PUBLIC WORKS TRANSPORTATION DIVISION	
REFUGIO RD LOW WATER CROSSING NO. 2 BRIDGE REPLACEMENT	
REFUGIO RD. - CALLE REAL TO WEST CAMINO CIELO SANTA BARBARA COUNTY, CALIFORNIA	
PROJECT NO. : 852362	DRAWN BY : C.E. GARCIA



EXHIBIT B-1  
PAYMENT ARRANGEMENTS  
PROJECT COST PROPOSAL

## Attachment B-1

## Section 3. Project Cost

### Crossing Number 1

Topographic Survey and Cross Sections	\$18,500
Right of Way Survey	\$23,980
Compile Mapping	\$4610
Total	\$47,090
Brush Clearing (Optional)	\$600

### Crossing Number 2

Topographic Survey and Cross Sections	\$20,060
Right of Way Survey	\$23,980
Compile Mapping	\$4610
Total	\$48,650
Brush Clearing (Optional)	\$600



Resource Allocation Matrix

Crossing Number 1-Project No. 862361

Allocation Matrix -Crossing Number 1																
MNS Engineers Staff Hours By Task																
Surveying																
	Mark E. Reinhard, PLS Principal Surveyor	Edward M. Reading, PLS Supervising Project Surveyor	Eric Holmes, LST Assistant Project Surveyor	Justin Dickerson, LST Hector Perez 2 Person Field Survey Crew	Massa Leoeka Senior Land Title Analyst	Justin Dickerson, LST Party Chief	Justin Dickerson, LST 1- Person Field Survey Crew									
Billing Rates:	\$200	\$185	\$125	\$260	\$130	\$140	\$180					Hours	Costs	Reimburs. Expenses	Total	Task Total
<b>Topographic Survey And Cross Sections</b>																
Research/Prepare For Field Work		4	2									6	\$990		\$990	
Control Survey/QA/QC		4		8								12	\$2,820		\$2,820	
Field Survey To Obtain 8 Cross Sections of Creek				8								8	\$2,080		\$2,080	
Field Survey To Extend Existing Ground Survey To New Limits				16								16	\$4,160		\$4,160	
Process Field Data		4				4						8	\$1,300		\$1,300	
Draft Topographic Map			32									32	\$4,000		\$4,000	
Review Mapping	2	2										4	\$770		\$770	
Revise Mapping			4									4	\$500		\$500	
Project Management	2	8										10	\$1,880		\$1,880	\$18,500
<b>Right of Way Re-establishment</b>																
Research					4							4	\$520		\$520	
Field Survey To Asbuilt Road/Tie To Property Corners				8								8	\$2,080		\$2,080	
Centerline determination		4	4									8	\$1,240		\$1,240	
Prepare ROS And Submittal Package		16	16									32	\$4,960		\$4,960	
Monument Centerline				16								16	\$4,160		\$4,160	
Record of Survey Filing Fee												0	\$0	\$500	\$500	
Prepare Legal Descriptions		24	24									48	\$7,440		\$7,440	
Review Mapping/Descriptions	4	4										8	\$1,540		\$1,540	
Project Management	4	4										8	\$1,540		\$1,540	\$23,980
<b>Compile Mapping</b>																
Compile Mapping Into Existing County Topographic Mapping			6									6	\$750		\$750	
Field Check Mapping							6					6	\$1,080		\$1,080	
Prepare Exhibit Of Control/Monuments			4									4	\$500		\$500	
Review Mapping	4	4										8	\$1,540		\$1,540	
Project Management		4										4	\$740		\$740	\$4,610
<b>Subtotals by Staff Type</b>																
Hours:	16	82	92	56	4	4	6	0	0	0		232	\$46,590	\$500	\$47,090	
Costs:	\$3,200	\$15,170	\$11,500	\$14,560	\$520	\$560	\$1,080	\$0	\$0	\$0						

### Crossing Number 2-Project No. 862362

Allocation Matrix -Crossing Number 2-Project No. 862362														
MNS Engineers Staff Hours By Task														
Surveying														
	Mark E. Reinhardt, PLS Principal Surveyor	Edward M. Reading, PLS Supervising Project Surveyor	Eric Holmes, LSIT Assistant Project Surveyor	Justin Dickerson, LSIT Hector Perez 2 Person Field-Survey Crew	Masa Ueoka Senior Land Title Analyst	Justin Dickerson, LSIT Party Chief	Justin Dickerson, LSIT 1- Person Field Survey Crew							
	Subtotals by Task													
									Hours	Costs	Reimburs. Expenses	Total	Task Total	
<b>Billing Rates:</b>	\$200	\$185	\$125	\$260	\$130	\$140	\$180							
<b>Topographic Survey And Cross Sections</b>														
Research/Prepare For Field Work		4	2					6	\$990			\$990		
Control Survey/QA/QC		4		8				12	\$2,820			\$2,820		
Field Survey To Obtain A Minimum of 9 Cross Sections of Creek				10				10	\$2,600			\$2,600		
Field Survey To Extend Existing Ground Survey To New Limits				16				16	\$4,160			\$4,160		
Field Survey To Provide Additional Detailed Topographic Mapping Of Creek				4				4	\$1,040			\$1,040		
Process Field Data		4				4		8	\$1,300			\$1,300		
Draft Topographic Map			32					32	\$4,000			\$4,000		
Review Mapping	2	2	4					4	\$770			\$770		
Revise Mapping			4					4	\$500			\$500		
Project Management	2	8						10	\$1,880			\$1,880	\$20,060	
<b>Right of Way Re-establishment</b>														
Research					4			4	\$520			\$520		
Field Survey To Asbuilt Road/Tie To Property Corners				8				8	\$2,080			\$2,080		
Centerline determination		4	4					8	\$1,240			\$1,240		
Prepare ROS and Submittal Package		16	16					32	\$4,960			\$4,960		
Monument Centerline				16				16	\$4,160			\$4,160		
Record of Survey Filing Fee								0	\$0	\$500	\$500			
Prepare Legal Descriptions		24	24					48	\$7,440			\$7,440		
Review Mapping/Descriptions	4	4						8	\$1,540			\$1,540		
Project Management	4	4						8	\$1,540			\$1,540	\$23,980	
<b>Compile Mapping</b>									\$0					
Compile Mapping Into Existing County Topographic Mapping			6					6	\$750			\$750		
Field Check Mapping							6	6	\$1,080			\$1,080		
Prepare Exhibit Of Control/Monuments			4					4	\$500			\$500		
Review Mapping	4	4						8	\$1,540			\$1,540		
Project Management		4						4	\$740			\$740	\$4,610	
	<b>Subtotals by Staff Type</b>								<b>Grand Totals</b>					
<b>Hours:</b>	16	82	92	62	4	4	6	238	\$48,150	\$500	\$48,650			
<b>Costs:</b>	\$3,200	\$15,170	\$11,500	\$16,120	\$520	\$560	\$1,080							

## EXHIBIT C

### Indemnification and Insurance Requirements (For Design Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), 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, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

#### 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, his agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for 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 if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The 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.

EXHIBIT C-1  
PROOF OF INSURANCE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/15/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614  www.risk-strategies.com      CA DOI License No. 0F06675	<b>CONTACT NAME:</b> Risk Strategies Company
	<b>PHONE (A/C, No, Ext):</b> 949-242-9240 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> syoung@risk-strategies.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Travelers Indemnity Co. of CT	NAIC # 25682
<b>INSURER B:</b> Travelers Indemnity Co.	25658
<b>INSURER C:</b> Travelers Property Casualty Co. of America	25674
<b>INSURER D:</b> Continental Casualty Company	20443
<b>INSURER E:</b>	
<b>INSURER F:</b>	

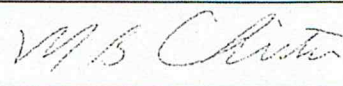
**COVERAGES**      **CERTIFICATE NUMBER:** 25094487      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/>	6802217L895	6/14/2015	6/14/2016	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$1,000,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COM/OP AGG \$ \$2,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA2220L967	6/14/2015	6/14/2016	COMBINED SINGLE LIMIT (Ea accident) \$ \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		CUP8E545094	6/14/2015	6/14/2016	EACH OCCURRENCE \$ \$5,000,000 AGGREGATE \$ \$5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		UB3240T745	6/14/2015	6/14/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$ \$1,000,000 E.L. DISEASE - POLICY LIMIT \$ \$1,000,000
D	Professional Liability		MCH591876489	6/14/2015	6/14/2016	\$2,000,000 Per Claim \$2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Projects as on file with the insured including but not limited to N. Jameson Lane Class II Bike Lanes/Bridge Replacement Design Support During Construction, MNS WO# SBC113C. County of Santa Barbara is named as additional insured on general liability policy-see attached endorsement.

<b>CERTIFICATE HOLDER</b>  County of Santa Barbara Public Works Department 123 E. Anapamu St. Santa Barbara CA 93101	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Michael Christian 

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**COUNTY OF SANTA BARBARA  
PROPOSAL  
EVALUATION FORM**

Project Name : Refugio Road Low Water Crossings over Refugio Creek

Primary Firm Name : Cannon

Business Address : 1050 Southwood Drive Luis Obispo, CA 93401	San	Telephone : (805) 544-7407	Facsimile : (805) 544-3863
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Contact Person(s) : Lester E. Carter, PLS

Subconsultants ?  Yes  No If Yes, list each Subconsultant and Scope of Work

	<u>Subconsultant</u>	<u>Scope of Work</u>
1.		
2.		
3.		
4.		

EVALUATION CRITERIA	Max. Points	Rating	Comments
1. Did firm meet the proposal requirements	30	30	Exact no. of pages. All Exhibits are included.
2. Did firm have a clear understanding of the Scope of Work	30	28	Well written technical approach and QA/QC procedures. Has visited the project site a ffew times.
3. Did the consultant acknowledge the County's procedures, guidelines, and standards?	20	20	Has worked on a number of County projects before
4. Are costs and hours consistent with the County's expectations	20	16	Too many hours on the DTM Surface Modelling, and Topographic Mapping
TOTAL	100	94	

Evaluation Committee Member : Constantino E. Garcia	Evaluation Date : August 17, 2015
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**COUNTY OF SANTA BARBARA  
PROPOSAL  
EVALUATION FORM**

Project Name : Refugio Road Low Water Crossings over Refugio Creek

Primary Firm Name : MNS Engineers, Inc.

Business Address : 201 N. Calle Cesar Chavez Suite 300, Santa Barbara 93103	CA	Telephone : (805) 692-6921	Facsimile : (805) 692-6931
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Contact Person(s) : Mark E. Reinhard, PLS

Subconsultants ?  Yes  No If Yes, list each Subconsultant and Scope of Work

Subconsultant

Scope of Work

- 1.
- 2.
- 3.
- 4.

EVALUATION CRITERIA	Max. Points	Rating	Comments
1. Did firm meet the proposal requirements	30	26	
2. Did firm have a clear understanding of the Scope of Work	30	23	
3. Did the consultant acknowledge the County's procedures, guidelines, and standards?	20	17	
4. Are costs and hours consistent with the County's expectations	20	17	
<b>TOTAL</b>	<b>100</b>	<b>83</b>	

Evaluation Committee Member : Brittany Heaton

Evaluation Date : August 24, 2015



**COUNTY OF SANTA BARBARA  
PROPOSAL  
EVALUATION FORM**

Project Name : Refugio Road Low Water Crossings over Refugio Creek

Primary Firm Name : MNS Engineers, Inc.

Business Address : 201 N. Calle Cesar Chavez Suite 300, Santa Barbara 93103	CA	Telephone : (805) 692-6921	Facsimile : (805) 692-6931
---	----	----------------------------	----------------------------

Contact Person(s) : Mark E. Reinhard, PLS

Subconsultants ?  Yes  No If Yes, list each Subconsultant and Scope of Work

Subconsultant

Scope of Work

- 1.
- 2.
- 3.
- 4.

EVALUATION CRITERIA	Max. Points	Rating	Comments
1. Did firm meet the proposal requirements	30	30	Did a good job discussing qualifications and tech approach to survey and ROW
2. Did firm have a clear understanding of the Scope of Work	30	23	Did not discuss Longitudinal Profile, did not meet schedule
3. Did the consultant acknowledge the County's procedures, guidelines, and standards?	20	20	
4. Are costs and hours consistent with the County's expectations	20	15	Significantly higher than county estimate, in line with other proposal
<b>TOTAL</b>	<b>100</b>	<b>88</b>	

Evaluation Committee Member : Lori Vandborg

Evaluation Date : August 24, 2015



## Architectural & Engineering Services Statement of Facts

California Government Code Section 4529.12 states:

All architectural and engineering services shall be procured pursuant to a fair, competitive selection process which prohibits governmental agency employees from participating in the selection process when they have a financial or business relationship with any private entity seeking the contract, and the procedure shall require compliance with all laws regarding political contributions, conflict of interest or unlawful activities.

4529.10 architectural & engineering services definition: the term architectural and engineering services shall include all architectural, landscape architectural, environmental, engineering, land surveying, and construction project management services.

### Statement of Facts

VENDOR NAME: MNS Engineers, Inc.

SERVICES REQUIRED: Topographic and right-of-way survey

DOES THE ABOVE CODE SECTION APPLY IN THIS SITUATION?

Yes

No (circle one)

BY SIGNING BELOW, I HEREBY CERTIFY THAT I HAVE READ THE ABOVE CODE SECTION, AND HAVE EITHER COMPLIED OR INDICATED THAT THE SERVICES REQUESTED DO NOT FALL UNDER THE STATED DEFINITION.

SIGNED: \_\_\_\_\_

PRINTED NAME: BRITTANY HEATON

TITLE: PROJECT MANAGER

DATE: 9/18/15



[Public Works](#)

## Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.)

Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

PWC Registration Number:

Contractor Legal Name:  [Contractor License Lookup](#)

License Number:

County:

Export as: [Excel](#) | [PDF](#)

### Search Results

One registered contractor found. 1

Details	Legal Name	Registration Number	County	City	Registration Date	Expiration Date
<a href="#">View</a>	MNS ENGINEERS, INC.	1000003564	SANTA BARBARA	SANTA BARBARA	07/08/2015	06/30/2016

v2.20150806c

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