

## **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 Drake Haglan & Associates, Inc. with an address at 11060 White Rock Road, Suite 200 Rancho Cordova CA 95670 (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**

Ron Bensel at phone number (805) 568-3311 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Kevin Ross at phone number (916) 363-4210 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: Ron Bensel, Public Works Transportation, 123 E. Anapamu St., Santa Barbara, Ca 93101, Bensel@cosbpw.net, FAX: (805) 568-3019

To CONTRACTOR: Drake Haglan & Associates, Inc. 11060 White Rock Road, Suite 200 Rancho Cordova CA 95670 kross@drakehaglan.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 Monday, February 20, 2017, contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on Friday, February 14, 2020, 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 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 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 manner consistent with the standards normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

## **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 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 purchased 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 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 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 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.

D. CONTRACTOR and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

## **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. PROCUREMENT OF RECOVERED MATERIALS**

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



## **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 \$466,385.61 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.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Drake Haglan & Associates, Inc..**

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

By:   
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By:   
Chair, Board of Supervisors

Date: 2/14/17

**RECOMMENDED FOR APPROVAL:**

Public Works

By:   
Director of Public Works

**CONTRACTOR:**

Drake Haglan & Associates, Inc.

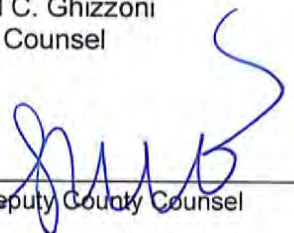
By:   
Authorized Representative

Name: Kevin J. Ross

Title: Principal Engineer

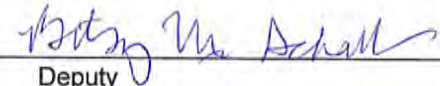
**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel


**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

By:   
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: 

## EXHIBIT A

### STATEMENT OF WORK

Kevin Ross 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 180 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

**EXHIBIT "A"**  
COUNTY OF SANTA BARBARA  
DEPARTMENT OF PUBLIC WORKS  
TRANSPORTATION DIVISION  
EAST MOUNTAIN DRIVE LOW WATER CROSSING  
REPLACEMENT PROJECT (BRLO-NBIL(526))

**PROJECT WORK PLAN**

In accordance with the County of Santa Barbara's (COUNTY) Request for Proposal, this Scope of Work is to provide Professional Structural Design, Geotechnical Design, and Environmental Services for the East Mountain Drive Low Water Crossing Replacement Project (BRLO-NBIL(526)) (County Project No. 862357).

**Items of Work**

The following CONSULTANT services are needed to environmentally clear, engineer, and produce the final construction documents for the East Mountain Drive Low Water Crossing Replacement Project. CONSULTANT services will include structural engineering, geotechnical engineering, environmental services, and coordination with the COUNTY on COUNTY performed tasks.

The CONSULTANT will prepare construction plans, structure technical specifications, and engineer's cost estimate in English units and in accordance with the latest editions from the following design standards and design criteria:

- AASHTO "A Policy on Geometric Design of Highways and Streets"
- Santa Barbara County Standards
- Caltrans Standard Plans and Specifications (2015)
- Caltrans Standard Special Provisions (2015)
- AASHTO LRFD Bridge Design Specifications 6th Edition w/ Caltrans Amendments
- Caltrans Seismic Design Criteria
- Caltrans Bridge Details Manual
- Caltrans Bridge Design Aids Manual
- Caltrans Bridge Memos To Designers
- Caltrans Local Assistance Procedures and Guidelines Manuals

The primary structural and geotechnical design standard will be the AASHTO LRFD Bridge Design Specifications 6th Edition w/ Caltrans Amendments.

The CONSULTANT will prepare the environmental/technical studies associated with the National Environmental Policy Act (NEPA) in accordance with the Caltrans' Local Assistance Procedures Manual (LAPM) and the Standard Environmental Reference (SER). It is anticipated that the NEPA environmental documentation for the project will be a Categorical Exclusion (CE) supported by technical studies with no significant environmental impacts. Caltrans will prepare the CE document. The CONSULTANT will prepare the California Environmental Quality Act (CEQA)

document which is anticipated to be an IS/MND. The COUNTY will develop the permit documents with assistance from the CONSULTANT.

All deliverables/products below will be provided in PDF format, electronic source file, as well as hard copy per COUNTY and Caltrans practice. Electronic files (MS Word, Excel, AutoCAD Civil 3D, MS Project, etc.) will include supporting files and will be provided in a readily usable format. Plans will be prepared in AutoCAD Civil 3D.

For each submittal review, the COUNTY will prepare a consolidated written list of comments and notations on the plan sheets. The CONSULTANT will address comments, changes and/or corrections obtained from the COUNTY review comments on the subsequent submittals. If the comments are not incorporated, the CONSULTANT will address why the comments were not incorporated.

Plan hard copies will be half size at 11x17. The CONSULTANT will provide half size hard copies for submittals in the number that is requested by COUNTY in accordance with the cost and rates set forth in the Contract fee schedule. Full size drawings will be submitted electronically and will be 22x34.

**Scope Assumptions:**

- Project duration through Final PS&E is 32 months.
- COUNTY will be responsible for coordinating directly with State or Federal agencies.
- The actual costs may differ from task to task from that proposed in the fee, but the overall fee will not be exceeded unless additional work is requested and approved by the COUNTY. Fee for any such additional work will be negotiated prior to the additional work being performed.
- The COUNTY will waive COUNTY encroachment permits for services to be performed as part of this project.
- To establish a baseline estimate, all plans, specifications, estimates, reports, and applications include two rounds of review/resubmit for each deliverable made to the COUNTY, Caltrans, and regulatory agencies.
- No asbestos containing materials, naturally occurring asbestos, or aerially deposited lead are present at the site. Lead based paint is assumed to be present in the traffic stripes at the site.
- No Extended Phase I (XPI) or Phase II (P2) archaeological investigations are included in this scope.
- At most, one cultural resource will require recordation which includes the trail. No archaeological resources will be found.

- It is assumed that preparation of the APE map will require more than two revisions due to changes made in the APE by Santa Barbara County.
- No more than two rounds of comments will be needed to finalize the cultural resource compliance documents.
- A Memorandum of Agreement (MOA) and 4(f) document will not be needed for this project. However, an optional cost for preparation of such a document is provided.
- There will be no standing structures within the Area of Direct Impacts (ADI). However, an optional cost is provided for the assessment of one standing structure if it is found to extend into the Project ADI.
- AB-52 support will consist of drafting one correspondence letter only. Æ assumes they will not be required to attend a meeting with Santa Barbara County or any tribes. We also assume that no follow-up will be required.
- No utilities are located at the project site.
- Bridge length and width is set as shown in 35% plans provided by the COUNTY.
- Hydraulic design is complete and only minor coordination regarding structure depth is required to complete the hydraulic report.
- Fish passage grading is set and only minor modifications are anticipated to the bridge wingwalls are assumed. Standard wingwalls are assumed for the basis of developing the scope and fee.
- The scope and fee was based on the design and check of three retaining walls. Two being standard plan retaining walls supported on spread footings and the third being a soldier pile wall with cast-in-place concrete facing. Architectural treatment consisting of standard formliner treatment is assumed. Standard soldier piles without tiebacks in drilled holes are assumed.

**Services to be Provided by County:**

The services to be provided by the COUNTY will include, but not necessarily be limited to:

- Lead correspondence and coordination with Caltrans and Federal agencies.
- Providing general direction to the CONSULTANT Project Manager/Project Engineer through the COUNTY Project Manager.
- All topographic, base mapping, and boundary surveys.



- Roadway plans, specifications, and estimate.
- Hydraulic and fish passage design.
- Public noticing and attendance at any meetings or public hearings for the architectural review board and IS/MND approvals.
- Lead public outreach (CONSULTANT to assist in preparation of renderings, exhibits, and noticing).
- Preparation of appraisal maps, plats and legal descriptions, and any required appraisals and acquisition services.
- Utility coordination and potholing (not anticipated to be necessary).
- AB-52 consultation (CONSULTANT will perform Section 106 consultation and assist with AB-52 consultation).
- Environmental permitting (CONSULTANT will provide required information and assist with the development of an HMMP and RWQCB PCR compliance package).
- Preparation of a Stormwater Pollution Prevention Plan (SWPPP) or Water Pollution Control Plan (WPCP) with Rainfall Erosivity Waiver.
- County will arrange property access permissions for parcels intersected by and adjacent to the project.
- County will arrange property access permissions for all parcels situated in the Caltrans approved APE.

**Services to be Provided by Consultant:**

**PHASE 1: PRELIMINARY ENGINEERING & ENVIRONMENTAL CLEARANCE**

**Task 1: Project Management**

**Task 1.1: Project Management**

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CONSULTANT will manage the project by tracking the schedule, budget and value of the products produced. CONSULTANT will also manage the sub-consultant project team, the project workflow, and coordination between the COUNTY and CONSULTANT team. CONSULTANT will work with the COUNTY in making critical project decisions to keep the project progressing on-schedule. Monthly project invoices will be prepared for the COUNTY which will highlight work performed for that invoice period, anticipated work to be performed in the next invoice period, and a list of critical issues and decisions required.

### Task 1.2: Progress Meetings

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CONSULTANT Project Manager and appropriate staff will meet with the COUNTY Project Manager and others to manage and deliver this project. Team meetings will be scheduled via telephone monthly to keep the COUNTY informed of the status of the project and to gain timely decisions from the COUNTY. For the purposes of this scope and fee, 8 conference calls are assumed.

#### *Deliverables:*

- Monthly Progress Reports with Issues Log
- Regularly Updated Project Schedule
- 8 conference calls including Meeting Agendas and Notes
- One (1) Meeting at County Office

### **Task 2: Project Initiation**

#### Task 2.1: Kick-Off Meeting

---

CONSULTANT will coordinate with the COUNTY to hold a project kick-off meeting for the project at the County Office and will include the CONSULTANT, COUNTY, and other identified stakeholders. The project background, scope, concepts, schedule, management, and previously completed work will be thoroughly discussed. The meeting will result in an understanding by the parties involved of the scope, schedule, and a consensus on direction for the design and environmental clearance of the project to begin.

#### *Deliverables:*

- Kick-Off Meeting Agenda and Notes

### **Task 3: Surveys and Mapping (By County)**

#### Task 3.1: Topographic, Base Mapping, and Boundary Surveys

---

COUNTY will perform the topographic, base mapping, and boundary surveys for the project and provide them to CONSULTANT for use in design. The topographic survey will be at a contour interval adequate for design and will use the NAD83 and NAVD88 datums. The topographic survey will also include a detailed tree survey and include dbh tree sizes and species. The boundary survey provided to CONSULTANT will include existing COUNTY right-of-way limits, property lines, and easements. A geo-referenced orthophoto will be provided to CONSULTANT by the COUNTY for use in plan and exhibit development.

All files from the COUNTY will be provided to CONSULTANT in the AutoCAD Civil 3D format and include a digital terrain model (AutoCAD Civil 3D Surface).

#### *Deliverables:*

- AutoCAD Civil 3D file of orthophoto and topographic survey
- AutoCAD Civil 3D digital terrain model (AutoCAD Civil 3D Surface)
- AutoCAD Civil 3D file of boundary survey

#### **Task 4: Hydrologic, Hydraulic, Bridge Scour, and Fish Passage Analysis (By County)**

##### **Task 4.1: Hydrologic, Hydraulic, Bridge Scour, and Fish Passage Analysis Coordination**

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The COUNTY and the COUNTY's consultants will perform the hydrologic, hydraulic, bridge scour, and fish passage analysis for the project and provide relevant information to CONSULTANT. CONSULTANT will coordinate with the COUNTY and the COUNTY's consultants to determine the required bridge length and soffit elevation to pass the Q50+2ft or Q100 storm events with consideration for drift potential. CONSULTANT will also coordinate with the COUNTY and the COUNTY's consultants to incorporate channel grading, bridge and bank scour protection and fish passage elements into the structures designs. It is assumed this coordination will take place at the regularly scheduled PDT meetings and other task specific conference calls. No in-person meetings at the COUNTY's offices are scoped for this task.

##### *Deliverables:*

- Draft and Final Bridge Design Hydraulic Report
- Fish passage studies and design plans

#### **Task 5: Geotechnical Engineering**

##### **Task 5.1: Project Initiation and Data Review**

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CONSULTANT will review information provided by the COUNTY including all preliminary plans, existing data, and other available information including published geologic maps and studies.

CONSULTANT will develop a field exploration plan and provide it to the COUNTY to coordinate the required field work. The field exploration plan will include proposed subsurface exploration and soil sampling locations. CONSULTANT will coordinate closely with COUNTY staff, COUNTY consultants, and other members of the PDT throughout the project during the regularly scheduled PDT meetings.

##### *Deliverables:*

- Preliminary plans, existing data, and other relevant project information (BY COUNTY)
- Field exploration plan

##### **Task 5.2: Preliminary Foundation Report**

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Using information provided by the COUNTY, existing available geological and geotechnical data, as well as any subsequent site visits or preliminary geotechnical subsurface investigations, CONSULTANT will prepare a Preliminary Foundation Report. The Preliminary Foundation Report will provide a summary of the existing data reviewed, results of any field investigations and laboratory analyses to date, initial recommendations regarding preferred foundation alternatives, and recommended retaining wall types.

##### *Deliverables:*

- Preliminary Foundation Report

### Task 5.3: Geotechnical Investigations and Lab Testing

When performing the geotechnical investigations, CONSULTANT will comply with COUNTY permit requirements. It is assumed the COUNTY will grant a no fee encroachment permit for the geotechnical investigations in COUNTY right-of-way and coordinate rights of entry with other property owners if required. CONSULTANT will perform 5 total borings and as necessary to design the bridge abutments and retaining walls. All boring locations will be marked and USA will be called for clearances. Borings will be performed by a truck mounted mud-rotary drill rig and it is anticipated that diamond coring into rocky material will be required. One lane of traffic will remain open during boring activities. Traffic control will consist of cautionary signage and flagmen on the approach roadways.

For each boring, CONSULTANT will classify and continuously log subsurface soil conditions encountered at each location. CONSULTANT will obtain relatively undisturbed and bulk samples of substrata from the borings for laboratory testing. The borings will be backfilled and capped when complete. Boring hole locations will be approximated using field measurements then referenced on the Log Of Test Boring Sheets using approximate station and offset dimensions. Spoils from the borings will be disposed of off-site. CONSULTANT will collect soil samples for roadway R-value testing from the bridge borings or additional shallow hand samples along the proposed roadway alignment.

CONSULTANT will also perform 2 field percolation tests to provide data for COUNTY use in designing storm water mitigation elements. CONSULTANT will follow guidelines provided in the COUNTY's storm water management guidelines. The holes will be set up with PVC casing, gravel pack, and soaked for 24 hours prior to testing.

CONSULTANT will perform laboratory tests on representative soil/rock samples such as moisture density, unconfined compression, gradation analyses, R-value tests, corrosion tests, and Plasticity Index tests as necessary.

#### *Deliverables:*

- Field logs, soil classifications, and digital photos of sampled materials
- Laboratory testing schedule and testing results

### Task 5.4: Draft Foundation Report and Engineering Analysis

CONSULTANT will perform engineering analyses based on the information collected in the borings and results from the laboratory tests to develop design recommendations for the proposed bridge foundation system and retaining walls. Pavement design will be based on R-value test results and the Traffic Index that will be provided by the COUNTY.

CONSULTANT will prepare a Draft Foundation Report following the latest available version of the Caltrans "Foundation Report for Bridges" manual. The report will summarize the results of the previous studies and the site seismic considerations, as well as evaluate the liquefaction potential at the site. The report will also discuss soil and groundwater at the site, foundation design data, earth pressures for

abutment and retaining wall designs, corrosion potential, scourability of the existing soil, soil infiltration rates, and other factors in accordance with Caltrans geotechnical standards and Bridge Memo to Designers. Detailed liquefaction and lateral spreading analyses for design are not included in this scope of services, only the evaluation for their potential at the site. Information related to Caltrans Seismic design criteria will follow the SDC version 1.7. The seismic ARS curve will be developed in accordance with Caltrans' current ARS On-line tool. The report will also include the Draft Log of Test Borings sheet. CONSULTANT will coordinate the scourability of the existing soil with the Hydraulic Engineer and Fish Passage designer and provide this information for use in developing their design and reports.

*Deliverables:*

- Draft Foundation Report
- Draft Log of Test Borings

**Task 6: Preliminary Engineering**

**Task 6.1: Concept Development and Alternatives Analysis**

---

CONSULTANT will review the work performed by the COUNTY to date including roadway alignments, structure type considerations, hydraulic analyses, and fish passage design. CONSULTANT will evaluate potential structural alternatives and coordinate different options with the COUNTY prior to beginning detailed investigations. Ultimately, the COUNTY and CONSULTANT will determine 2 bridge design alternatives to be analyzed in detail.

**Task 6.2: 35% Plans and Estimates**

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For each of the 2 bridge design alternatives chosen, CONSULTANT will prepare a General Plan and General Plan Estimate. The General Plans shall be prepared in conformance with COUNTY format and CAD standards.

**Task 6.3: Type Selection Report**

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CONSULTANT will prepare a Type Selection Report to summarize the results of the concept development and alternatives analysis, and make a recommendation in regard to the selected structure type for the bridge replacement as well as a recommendation for the proposed retaining walls. The report will include discussion of the restrictions of the existing narrow roadway and materials transportation to the site, preliminary hydraulic, fish passage, and geotechnical studies, and will consider environmental, right-of-way, constructability, and construction cost impacts. The format and content of the type selection memo shall be as described in Caltrans Bridge Memos to Designers Manual.

The General Plans and General Plan Estimates for the 2 bridge design alternatives and retaining wall alternatives will be included in the Type Selection Report. The chosen alternative, once reviewed and approved by the COUNTY and Caltrans Local Assistance, shall be the basis for the final design of the structure.

#### Task 6.4: 35% Submittal

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A submittal of the Draft 35% plans, estimates, and Type Selection Report will be made to the COUNTY. Upon receipt of COUNTY comments, CONSULTANT will review and incorporate applicable revisions into the design and will resubmit the Final 35% package for Caltrans review.

##### *Deliverables:*

- Draft and Final General Plans for 2 bridge design alternatives
- Draft and Final General Plan Estimates for 2 bridge design alternatives
- Draft and "Draft" Final and Final Type Selection Reports

#### **Task 7: Aesthetic Design and Renderings**

##### Task 7.1: Aesthetic Design and Renderings

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CONSULTANT will prepare 4 renderings for the proposed project. Renderings shall clearly illustrate aesthetic options and ideas that fit the surrounding environment. It is assumed that 2 renderings will be of the proposed bridge in elevation view and 1 will be of the proposed bridge from street level view and 1 will be of a proposed retaining wall visible from the street.

##### *Deliverables:*

- Renderings of proposed project (4 Total)

##### Task 7.2: Public Outreach and ARB Meeting Assistance

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CONSULTANT will assist the COUNTY with implementation of its public outreach plan for Public Outreach and ARB meetings. CONSULTANT will prepare exhibits (the 4 four renderings) to be used for 1 public meeting and 1 ARB meeting. This scope does not include attendance of the CONSULTANT team at these meetings. The COUNTY will be responsible for preparing and mailing all notifications, as well as preparing other materials/exhibits required for the presentations.

##### *Deliverables:*

- Four (4) renderings for use in Public Outreach and ARB meetings.

#### **Task 8: Environmental Document**

Since the project is federally funded and the funding will be administered by Caltrans, the project is subject to FHWA and Caltrans requirements. Thus, the CONSULTANT will follow the Caltrans Local Assistance Procedures Manual (LAPM) and Standard Environmental Reference (SER) guidelines.

It is anticipated that the NEPA environmental documentation will be a Categorical Exclusion (CE) supported by technical studies if no significant environmental impacts are determined to result from the proposed project. This scope assumes Caltrans will prepare the NEPA document (i.e., CE) based on the technical studies prepared by the CONSULTANT.

The COUNTY will be the lead CEQA agency during the preparation of the CEQA environmental document. It is anticipated that the necessary environmental document will be an Initial Study/Mitigated Negative Declaration (IS/MND). The

CONSULTANT will prepare the environmental document based on the technical studies previously prepared for Caltrans and meet all requirements under CEQA and local regulation.

#### Task 8.1: Purpose and Need/Project Description

The COUNTY is the lead agency under CEQA for all discretionary actions related to the proposed Project. Caltrans has project oversight linked to the project funding with federal monies. The CONSULTANT will prepare a purpose and need statement that addresses the discretionary actions for both lead agencies. The purpose and need will provide the basis for the appropriate regulatory guidance documentation for compliance with both NEPA and CEQA. In coordination with the COUNTY, the CONSULTANT will also draft a project description which will be used in the following technical studies and the CEQA clearance documentation.

##### *Deliverables:*

- Draft and Final Purpose and Need/Project Description

#### Task 8.2: Technical Studies

The CONSULTANT will prepare both the draft and final environmental documents in compliance with CEQA and NEPA procedures per the Caltrans SER, as well as Caltrans District 5 and FHWA guidelines.

##### *Task 8.2.1: Area of Potential Effect Map*

CONSULTANT will prepare an APE map for the Project based on GIS shape file data and base layer(s) which will depict the area that will be affected during Project construction, including staging and access areas. The map will be plotted on a base map at a scale of 1"=100' or 1"=200' with a bar scale and will depict existing and proposed rights-of-way, the location of any known cultural resources, areas of direct and indirect impact, roads and bridges, and will include a signature and date block.

##### *Deliverables:*

- Draft and Final APE Map

##### *Task 8.2.2: Archaeological Survey Report (ASR)/Historic Property Survey Report (HPSR)/ Historical Resources Evaluation Report (HRER)*

CONSULTANT will prepare the following documents meeting FHWA, Caltrans, and the County's reporting standards:

- Historic Properties Survey Report (HPSR)
- Area of Potential Effects (APE) Maps
- Archaeological Survey Report (ASR)
- Historic Resources Evaluation Report (HRER)

Tasks required for Section 106 compliance documentation include (1) background research, (2) archaeological surface survey of the ADI, (3) architectural study of the low water crossing and trail within the APE, and (4) preparation of draft and final technical reports as defined above. Because the 35 percent design depicts

relocation of a segment of the Cold Spring Trail, a MOA, and/or a 4(f) document may be required. This requirement would depend on the Trail rising to National Register level significance as the project site is immediately adjacent to the Los Padres National Forest, which is utilized as a publicly-owned recreational facility. Because it is assumed that the Trail will not be nationally significant, a budget for completing MOA and/or 4(f) is offered as an optional task. Efficient communication and coordination will be necessary for successful technical document completion. This scope assumes that at most, one cultural resource will require recordation which includes the trail. This scope assumes that no archaeological resources will be found.

(1) Background Research. This entails research at local and regional archives, historical society, and coordination with local Native American groups and individuals. Information relevant to the project and vicinity will be gathered from the Central Coast Information Center and the Map and Imagery Laboratory at UC Santa Barbara; Los Padres National Forest cultural resources office; local trails organizations and historical societies; local libraries; and County government offices. CONSULTANT will request a search of the Sacred Lands Files at the California Native American Heritage Commission (NAHC) and request information from individuals and groups listed in the NAHC response letter. Research results will refine expectations for cultural resources that may be encountered during field survey. Much of this research will be from the desk top and does not include time to visit all facilities.

(2) Archaeological Survey. CONSULTANT will complete systematic pedestrian survey of the ADI using transects spaced no more than 10 meters apart covering all areas proposed for project-related activities, including direct earth-disturbance, staging/laydown, and access routes. Accessible rock exposures and boulders within the ADI will be inspected for evidence of modification (e.g., cupules, pictographs, petroglyphs). Ground surface visibility and any archaeological materials encountered will be described and documented with photographs and in field notes. Because the project lies in a narrow upstream location, we do not anticipate Caltrans will require subsurface testing to assess presence of buried archaeological deposits lacking surface expression.

(3) Built Environment Survey. The project ADI will be inventoried to identify the age of each structure or any built-environment features (including historic landscapes) visible from the East Mountain Drive right-of-way, and to record and evaluate the significance of those exceeding 45 years of age. Fieldwork will include photographic and written documentation detailing structural design, architectural detail, and other relevant associated cultural traits.

(4) Draft and Final ASR, HRER, and HPSR. Section 106 technical documents will be prepared according to the current (November 2016) Caltrans Standard Environmental Reference (Vol. 2 Cultural Resources). The HPSR is the primary document used to fulfill Caltrans



compliance requirements under 36 CFR 800. It summarizes the findings of the cultural resources studies (ASR, HRER), documents the adequacy of the site identification and evaluation efforts, and offers recommendations for further evaluation or treatment, as necessary. It also includes the results of Native American consultation and contacts with local historical societies. Attached to the HPSR are the ASR (reporting the methods and results of background and field survey for archaeological resources) and the HRER (describing methods and results of the architectural/built-environment investigation, including the existing low water crossing structure and Cold Spring Trail).

*Deliverables:*

- Draft and Final ASR, HRER, and HPSR

*Task 8.2.2.1: Optional Tasks*

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(1) CONSULTANT understands that there is one standing building/structure that currently appears to be outside of the Project APE. If this structure becomes incorporated into the APE, a staff Architectural Historian will be made available to document the structure according to Caltrans standards. The Architectural Historian will record and evaluate the significance of the structure assuming it exceeds 45 years of age. Fieldwork will include photographic and written documentation detailing structural design, architectural detail, and other relevant associated cultural traits. An optional budget has been offered to complete this task.

(2) MOA, FOE, and 4(f) Documents. CONSULTANT assumes that no archaeological resources will be identified within the project area; however, it appears likely that the APE will include at least one built-environment resource dating more than 45 years of age (the low-water crossing and/or a segment of Cold Spring Trail). If built-environment resources are found to be significant a FOE will be necessary and a MOA may be needed to resolve any adverse effects. In this instance, CONSULTANT staff will prepare the former and will support the County in consulting with Caltrans and FHWA about the need for the latter. Section 4(f) documentation may be required according to FHWA program guidelines if significant properties are to be affected by proposed construction.

*Optional Deliverables:*

- Draft and Final Supplemental HRER, MOA, and 4(f) documentation

*Task 8.2.3: Natural Environment Study (NES)*

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CONSULTANT will prepare a draft and final Natural Environment Study (NES), according to the current format guidelines from Caltrans. This document will compile and integrate data and information from a literature review and current database records, include a description of field methods and results of the field studies and protocol surveys, address sensitive plant and animal species that are

known or have potential to occur, assess site physical and hydrological conditions, and calculate impacts and mitigation in an appropriate regulatory context.

The NES will update the results of a literature review of federal and State lists of sensitive species and current database records (e.g., CNDDDB), a description of the field methods, and the results of the directed surveys. Field work will be conducted by a qualified biologist in order to document the presence/absence of sensitive biological resources (e.g., species or habitats), or to determine the potential for occurrence of such resources that may not be detectable when the field work is conducted. The results of these surveys will be included in the NES. The NES will follow the latest template in the Caltrans SER. The NES will also include discussion on how the proposed project will comply with federal laws, acts and Executive Orders (EO) including but not limited to:

- EO 13112 Invasive Species (including avoidance and minimization measures to prevent the spread of invasive species both in and out of the project site),
- EO 11990 Protection of Wetlands,
- EO 11988 Floodplain Management (Natural and Beneficial Floodplain Values),
- Migratory Bird Treaty Act, and
- Section 7 of the Federal Endangered Species Act.

Additional work to support the NES includes acquisition/review of CAD and/or GIS files for the project, impact calculations and analysis, and coordination with the project team on design considerations and BPs for the construction and post-construction phases.

*Deliverables:*

- Draft and Final NES

*Task 8.2.4: Biological Assessment (BA)*

CONSULTANT will prepare a draft and final Biological Assessment (BA) to support Section 7 consultation with the United States Fish and Wildlife Service (USFWS) and/or the National Marine Fisheries Service (NMFS) to determine the potential for the replacement of the bridge to impact federal listed threatened and endangered species. The BA will follow the latest template in the Caltrans SER. The Biological Assessment will describe the action area and the species and critical habitat considered. The project will be evaluated for the potential to impact certain listed species that occur in the region. The BA will include an effects analysis and determination as to the potential for the project to affect the protected resources.

*Deliverables:*

- Draft and Final BA

*Task 8.2.5: Jurisdictional Wetland and Waters Delineation Report*

CONSULTANT will conduct a wetland delineation, identifying boundaries, types, and acreages of all aquatic resources that are under the jurisdiction of the U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife, and California Coastal Commission. Prior to field work, the

CONSULTANT will review project-specific hydrological feature data and publicly available information from the U.S. Fish and Wildlife Service National Wetlands Inventory, U.S. Geological Survey Blue-Line data, Natural Resource Conservation Service soil survey maps, aerial imagery, and topographic maps. Potential Federal and State waters contained within the survey area will be evaluated using the methodology set forth in the U.S. Army Corps of Engineers Wetland Delineation Manual (1987) and the Arid West Regional Delineation Supplement (2008).

*Deliverables:*

- Draft and Final Jurisdictional Wetland and Waters Delineation Report

*Task 8.2.6: Hazardous Waste ISA Memorandum*

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CONSULTANT will conduct a Phase 1 ISA in accordance with Caltrans' procedures. A field reconnaissance to visually assess the existing conditions in the vicinity of the project site with respect to the potential for hazardous materials/hazardous materials impacts to the proposed project will be performed. It is assumed that there are no ACMs, NOA, or ADL at the project site. It is assumed lead based paint is at the project site (pavement striping). Rather than perform expensive testing, all paint materials, including roadway striping paint on the approaches, are assumed to contain heavy metals and will be required to be disposed of in compliance with the Caltrans Standard Specifications.

*Deliverables:*

- Draft and Final Hazardous Waste ISA Memorandum

*Task 8.2.7: 4(f) Memorandum*

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Construction activities that encroach on Forest Service land, specifically the public trails near the project, will require a Section 4(f) De minimis evaluation. CONSULTANT will work with Caltrans to provide information for the de minimis documentation, including a detailed description of the Section 4(f) property, construction methods, and avoidance and minimization measures. CONSULTANT will also coordinate with the agency with jurisdiction over the 4(f) property, and coordinate the public circulation of the de minimis documentation with Caltrans and the COUNTY.

*Deliverables:*

- Draft and Final 4(f) Memorandum with public circulation documents

*Task 8.2.8: Land Use and Community Impact Memorandum*

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CONSULTANT will prepare a land use and community impact memorandum to assess the project impacts to surrounding residents, hikers, and the general public. The memorandum will discuss visual, traffic, noise, staging, property easements/acquisitions, and parking impacts. The technical memorandum will include information such as parcel numbers and sizes, property owners, zoning and duration of use and size of areas potentially impacted by easements. The memorandum will also describe impacts to the community for access to properties, trails, and roadways, as well as temporary traffic detours, and the potential for encroachment onto Federal lands.

*Deliverables:*

- Draft and Final Land Use and Community Impact Memorandum

Task 8.3: Prepare CEQA Documentation

To comply with the California Environmental Quality Act (CEQA) it is anticipated that an Initial Study/Mitigated Negative Declaration (IS/MND) will be required. The IS/MND will include, but is not limited to analysis of the following issue areas:

Aesthetics/Visual Resources; Agricultural Resources; Air Quality; Biological Resources; Cultural Resources; Energy; Fire Protection; Geological Resources; Hazardous Materials; Historic Resources; Land Use; Noise; Public Facilities; Recreation; Transportation/Circulation; and Water Resources including Surface and Storm Water Quality.

CONSULTANT will prepare the IS/MND document and public notices. COUNTY will mail the public notices.

Task 8.3.1: Prepare Administrative Draft IS/MND

CONSULTANT will prepare an Initial Study (IS) for the project. It is the goal of the IS to support adoption of a Mitigated Negative Declaration (MND) by the COUNTY. Several technical reports and memorandums will be prepared in the previous task of the project to support the conclusions of the IS/MND. To ensure that the final product is acceptable to the COUNTY, an outline of the document will be submitted to the project team for review before document preparation begins.

*Deliverables:*

- Administrative Draft IS/MND

Task 8.3.2: Prepare and Submit Public Draft IS/MND

After review and approval by the COUNTY, CONSULTANT will prepare a screen check IS/MND for final approval before public circulation and review. CONSULTANT will deliver an electronic copy of the screen check for review and approval. We are assuming a total of 30 copies of the public review IS/MND will be sent to the COUNTY for distribution.

*Deliverables:*

- Public Circulation and Review of IS/MND
- Notice of Completion (NOC) to the State Clearing House and deliver it with 15 bound copies of the draft IS/MND

Task 8.3.3: Prepare and Submit Administrative Final IS/MND

At the conclusion of the 30 day public comment period, CONSULTANT will meet with the project development team to discuss the comments received and the preparation of the final document. In addition, a Mitigation Monitoring and Reporting Program (MMRP) for CEQA will be prepared as part of the final document.

*Deliverables:*

- Draft-Final IS/MND with response to comments and MMRP

*Task 8.3.4: Prepare and Submit Final IS/MND*

---

After the project development team and COUNTY Policy and Consistency Review has reviewed the draft-final IS/MND and draft MMRP, CONSULTANT will incorporate the necessary revisions into the document and submit the Final IS/MND and MMRP. CONSULTANT will draft a Notice of Determination (NOD) for the COUNTY to file with the COUNTY Recorder's Office within 5 days of approval of the IS/MND (pursuant to CEQA guidelines).

*Deliverables:*

- Final IS/MND and MMRP
- Notice of Determination
- Memo of concurrence of bid package with environmental and regulatory compliance

**Task 9: 65% Structures Design**

**Task 9.1: 65% Structures Design and Detailing**

---

The bridge design will be in accordance with the "AASHTO LRFD Bridge Design Specifications", with the latest version of Caltrans amendments and applicable sections of the Caltrans Bridge Memos to Designers and Bridge Design Aids manuals. The design will meet COUNTY, Caltrans and FHWA standards in effect as of the date of Notice to Proceed. Seismic design will be performed in accordance with latest edition of the Caltrans Seismic Design Criteria. Detailing of plans will be in accordance with Caltrans Bridge Design Details manual. Both the design and detailing will be based on the use of the latest COUNTY Standards and Caltrans Standard Plans and Standard Specifications. The bridge general plan construction cost estimate will also be updated from the 35% design and will follow the Caltrans Standard Bid Items list.

**Task 9.2: 65% Roadway Design Coordination and Review**

---

CONSULTANT will coordinate with the COUNTY and their consultants to ensure the latest information is being reflected on the structures plans. The CONSULTANT will also share the latest structural designs with the COUNTY for incorporation into the roadway plans. Additionally, CONSULTANT will review the latest roadway designs to identify any design features that would conflict with the structure elements.

**Task 9.3: Stormwater Control Plan (SWCP) (By County)**

---

A Stormwater Control Plan (SWCP) will be prepared by the COUNTY in accordance with COUNTY of Santa Barbara Post-Construction Stormwater Requirements. East Mountain Drive is the northern border for the COUNTY's NPDES permit area therefore the project is anticipated to be a Tier 3 or Tier 4 level project depending on the amount of roadway approach work required. CONSULTANT assumes all work will be completed by the COUNTY. CONSULTANT will provide 65% bridge plans for use in preparing the SWCP and design of the PCR's.

#### Task 9.4: 65% Submittal

---

CONSULTANT will electronically submit the 65% Structures Plans and Estimate to the COUNTY. CONSULTANT will perform an independent QA/QC review of the 65% structures plans and incorporate appropriate revisions prior to submittal to the COUNTY. Upon receipt of COUNTY comments on the 65% submittal, CONSULTANT will review and incorporate applicable revisions into the 95% design.

##### *Deliverables:*

- Electronic 65% Structures Plans and Updated General Plan Estimate

#### **Task 10: Quality Controls Review**

##### Task 10.1: Quality Controls Review

---

Quality control reviews will be conducted before the following submittals:

- 35% Submittal (Plans, Estimate, and Type Selection Report)
- 65% Submittal (Plans and Updated Estimate)

The structures plans will be reviewed for compatibility between portions of work and other design disciplines. CONSULTANT will perform an independent QA/QC review prior to the submittals listed above being transmitted to the COUNTY.

#### **PHASE 2: FINAL DESIGN**

#### **Task 11: Project Management**

This task is an extension of the Project Management and Progress Meetings task from Phase I.

##### Task 11.1: Project Management

---

CONSULTANT will manage the project by tracking the schedule, budget and value of the products produced. CONSULTANT will also manage the sub-consultant project team, the project workflow, and coordination between the COUNTY and CONSULTANT team. CONSULTANT will work with the COUNTY in making critical project decisions to keep the project progressing on-schedule. Monthly project invoices will be prepared for the COUNTY which will highlight work performed for that invoice period, anticipated work to be performed in the next invoice period, and a list of critical issues and decisions required.

##### Task 11.2: Progress Meetings

---

CONSULTANT Project Manager and appropriate staff will meet with the COUNTY Project Manager to manage and deliver this project. Team meetings will be scheduled via telephone to keep the COUNTY informed of the status of the project and to gain timely decisions from the COUNTY. For purposes of the scope, 6 conference calls are assumed for this phase.

##### *Deliverables:*

- Monthly Progress Reports with Issues Log
- Regularly Updated Project Schedule
- Six (6) Conference Calls including Meeting Agendas and Notes

**Task 12: Regulatory Agency Permitting (By County)**

**Task 12.1: Regulatory Agency Permitting Assistance**

---

The COUNTY will prepare all permit applications for the project including permits from the Army Corps, CDFW, and RWQCB. A habitat mitigation and monitoring plan will be developed by the COUNTY that includes mitigation requirements from the NES, BA and IS/MND. The COUNTY will also prepare the post-construction Stormwater control and treatment package for the RWQCB permit. CONSULTANT will review the permits for consistency with engineering design, assist County with their development of the HMMP.

**Task 13: Right-of-Way (By County)**

**Task 13.1: Right-of-Way Assessment**

---

The COUNTY will perform required right-of-way tasks including but not limited to preparation of right-of-way exhibits, appraisal maps, plats and legals, appraisals, and acquisition services. CONSULTANT will review the COUNTY's right-of-way exhibits and appraisal maps and assess if sufficient right-of-way is being temporarily and/or permanently acquired for temporary construction access as well as permanent improvements.

**Task 14: Structures Design Check**

**Task 14.1: Structures Design Check**

---

Upon completion of the 65% submittal and after NEPA certification, CONSULTANT will perform an independent design check of the 65% bridge plans in conformance with usual Caltrans bridge design procedures. A bridge engineer will develop their own calculations, computer runs, etc., to check the bridge layout and structural integrity. A plan set is marked indicating approved items and those that may require modification. The checker and designer then will work jointly to resolve discrepancies. The needed plan changes will then revised resulting in the Checked Details.

*Deliverables:*

- Independent check calculations and comments
- Comment resolution verification

**Task 15: Final Geotechnical Engineering**

**Task 15.1: Final Foundation Report and Engineering Analysis**

---

Once COUNTY comments on the Draft Foundation Report have been received and the structures design check has been performed, CONSULTANT will incorporate the necessary revisions into the design and Final Foundation Report.

*Deliverables:*

- Final Foundation Report
- Final Log of Test Borings

## **Task 16: Draft Structures PS&E (95%)**

### **Task 16.1: 95% Structures Plans**

---

CONSULTANT will develop the bridge design to the 95% level and resolve any outstanding design issues from the 65% design and independent structures design check. Additional notes and details will be added as necessary to clarify the design. Also, the plans will be updated to reflect any changes in the roadway design and fish passage elements of the project.

### **Task 16.2: 95% Structures Technical Specifications**

---

CONSULTANT will compile the structures technical specifications using the latest Caltrans Standard Special Provisions (SSP's). CONSULTANT will also prepare other required structures technical special provisions as necessary. The basis of the specifications will be the Caltrans Standard Specifications, 2015 edition or later. It is assumed that the COUNTY will prepare the "boiler plate" documents, including the notice to bidders, proposal, bond forms, and agreement as well as the roadway technical specifications. Required mitigation measures and permitting requirements from the environmental permits should be included by the COUNTY in the specifications if they are available at the time. The COUNTY will assemble the final project contract documents.

### **Task 16.3: 95% Structures Engineer's Estimate**

---

Two independent sets of bridge quantity calculations will be prepared by individuals experienced in this work. The quantity calculations will be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets will be used for bridge quantity calculations, aiding in facilitating the review process and use by the construction personnel. Bridge quantity estimators will agree within tolerances prescribed in Chapter 11 of the Caltrans Bridge Design Aids Manual. Any deviations will be resolved and the Marginal Estimate sheet will be prepared.

Unit prices will be applied by CONSULTANT to each structures contract item resulting in the Engineer's Estimate of Probable Construction Cost (Estimate). Prices used will be based on the latest available data from the COUNTY and Caltrans, reflecting the location of the project and the quantity of each item. Non-participating costs, if any, will be segregated in the estimate.

### **Task 16.4: Draft Roadway PS&E (95%) Coordination and Review**

---

CONSULTANT will coordinate with the COUNTY and their consultants to ensure the latest information is being reflected on the structures plans. The CONSULTANT will also share the latest structural designs with the COUNTY for incorporation into the roadway plans. Additionally, CONSULTANT will review the latest roadway designs to identify any design features that would conflict with other disciplines.

### **Task 16.5: Draft Structures PS&E (95%) Submittal**

---

CONSULTANT will electronically submit the 95% Structures Plans, Technical Specifications, and Estimate to the COUNTY. CONSULTANT will perform an independent QA/QC review of the 95% package and incorporate appropriate revisions prior to submittal to the COUNTY. Upon receipt of COUNTY comments on



the 95% submittal, CONSULTANT will review and incorporate applicable revisions into the Final design.

*Deliverables:*

- One (1) hard copy of 95% Structures Plans on 22"x34" bond paper.
- One (1) hard copy of 95% Structures Plans on 11"x17" bond paper.
- One (1) electronic copy of 95% Structures Plans in PDF format.
- One (1) hard copy of the design calculations stamped by an Engineer Registered in the State of California.
- One (1) hard copy of the independent check calculations stamped by an Engineer Registered in the State of California.
- One (1) copy of design files in AutoCAD format 2015 Version or earlier.
- One (1) electronic copy of reconciled design and check quantity calculations in PDF format.
- One (1) electronic copy of Draft Structures Technical Specifications in MS Word format.
- One (1) hard copy of Draft Structures Technical Specifications with "Strike and Hide" text printed. Editing to use Caltrans "Red/Blue" editing format.
- One (1) electronic copy of 95% Engineer's Estimate of Probable Costs in PDF format.

**Task 17: Permit Compliance**

**Task 17.1: Permit Compliance**

---

Once all permits have been received the COUNTY will develop an environmental commitments record (ECR) and provide it to CONSULTANT. CONSULTANT will review the ECR and ensure the permit requirements are fully incorporated into the Final Structures PS&E package.

**Task 18: Final PS&E**

**Task 18.1: Final Structures Plans Revisions**

---

CONSULTANT will develop the bridge design to the Final level and resolve any outstanding design issues from the 95% design. Additional notes and details will be added as necessary to clarify the design. Also, the plans will be updated to reflect any changes in the roadway design and fish passage elements of the project.

**Task 18.2: Final Structures Technical Specifications Revisions**

---

Based on COUNTY comments, the ECR, and final review of the project documents, CONSULTANT will make final revisions to the structures technical specifications.

**Task 18.3: Final Structures Engineer's Estimate Revisions**

---

Based on any changes to the design and/or specifications as well as a final review of the project documents, CONSULTANT will make final revisions to the structures estimate.

**Task 18.4: Final Roadway PS&E Coordination and Review**

---

CONSULTANT will coordinate with the COUNTY and their consultants to ensure the latest information is being reflected on the structures plans. The CONSULTANT will

also share the latest structural designs with the COUNTY for incorporation into the roadway plans. Additionally, CONSULTANT will review the latest roadway designs to identify any design features that would conflict with other disciplines.

#### **Task 18.5: Final Structures PS&E Submittal**

---

CONSULTANT will electronically submit the Final Structures Plans, Technical Specifications, and Estimate to the COUNTY. The submittal will also include the AutoCAD files for the structures portion of the project. CONSULTANT will perform an independent QA/QC review of the Final package and incorporate appropriate revisions prior to submittal to the COUNTY. Additionally, CONSULTANT will prepare a resident's engineer file for the structures portion of the work.

##### *Deliverables:*

- One (1) copy Final Structures Plans signed and sealed by an Engineer Registered in the State of California on 22"x34" bond paper.
- One (1) copy Final Structures Plans signed and sealed by an Engineer Registered in the State of California on 11"x17" bond paper.
- One (1) electronic copy of Final Structures Plans in PDF format
- One (1) copy of Final Structures Technical Specifications along with a Signature Page signed and sealed by an Engineer Registered in the State of California in MS Word format.
- One (1) hard copy of Structures Technical Specifications with "Strike and Hide" text printed. Editing to use Caltrans "Red/Blue" editing format.
- One (1) electronic copy of Final Cost Estimate in PDF format
- One (1) electronic copy of design and check sets of structure quantity calculations in PDF format.
- Resident Engineer's File for Structures
- AutoCAD Electronic Project Files in AutoCAD format (2015 Version or earlier)

#### **Task 19: Quality Controls Review**

##### **Task 19.1: Quality Controls Review**

---

Quality control reviews will be conducted before the following submittals:

- 95% Submittal (Plans, Specifications, and Estimate)
- Final Submittal (Plans, Specifications, and Estimate)

The structures plans will be reviewed for compatibility between portions of work and other design disciplines. CONSULTANT will perform an independent QA/QC review prior to the submittals listed above being transmitted to the COUNTY.

##### *Deliverables:*

- Signed QA/QC review documentation

## **Task 20: Bidding Assistance**

### Task 20.1: Bidding Assistance

---

CONSULTANT will provide bidding assistance to the COUNTY. This will include consultation and interpretation of the contract documents, answering questions from prospective bidders, and assisting the COUNTY in preparing addenda to the PS&E during the advertisement period.

#### *Deliverables:*

- Prepare Addenda as required
- Respond to RFI's as required
- Pre-Bid Meeting attendance

## **Task 21: Construction Support Assistance (Optional)**

Given the project unknowns, it is difficult to estimate the amount of construction support that will be required. Thus, CONSULTANT recommends negotiating this task once the design is finalized and level of effort required is clearly defined. For budget purposes, the optional fee provided is based on providing the following services:

- Review post-tensioning shop drawings
- Respond to RFI's
- Prepare structural and geotechnical portions of CIDH Pile Anomaly summary sheet if required.
- Prepare Contract Change Order plans and quantities (if requested). For budget purposes, up to two (2) change orders to address changed field conditions are assumed.
- Prepare Bridge As-Built Drawings

## EXHIBIT 10-H COST PROPOSAL

## LUMP SUM (FIRMED FIXED PRICE)

Prime Consultant - Engineering and Environmental Services

Consultant Drake Haglan and Associates

Contract No. \_\_\_\_\_

Date 11/7/2016**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principle-In-Charge	Craig Drake	0	\$101.55	\$0.00
Project Manager	Kevin Ross	228	\$92.00	\$20,976.00
QA/QC Manager	Mike Pugh	40	\$87.50	\$3,500.00
Constructibility Review	Howard Zabell	0	\$90.50	\$0.00
Bridge Design Engineer	Matt Burgard	310	\$57.00	\$17,670.00
Bridge Design Engineer	Jennifer Grant-Martinez	194	\$50.00	\$9,700.00
Bridge Design Engineer	Thomas Mar	358	\$34.00	\$12,172.00
CADD Manager	Keith Dresbach	128	\$47.60	\$6,092.80
CADD	Alan Hyde	364	\$25.00	\$9,100.00
Environmental Manager	Jennifer Hildebrandt	126	\$48.50	\$6,111.00
Environmental Planner	Leslie Haglan	300	\$33.00	\$9,900.00
Environmental Planner	Lindsay Tisch	292	\$34.65	\$10,117.80
Project Controls	Rebecca Nielon	0	\$47.00	\$0.00
Administrator	Rosina Florez	0	\$19.00	\$0.00
		2,340		\$105,339.60

**LABOR COSTS**

Subtotal Direct Labor Costs

\$105,339.60

Anticipated Salary Increases (see next page)

\$1,929.51

**TOTAL DIRECT LABOR COSTS**

\$107,269.11

**INDIRECT COSTS**

Overhead

Rate: 90.95%

\$97,561.26

Fringe Benefits

Rate: 52.67%

\$56,498.64

General and Administrative

Rate: 0.00%

\$0.00

Total: 143.62%

**TOTAL INDIRECT LABOR COSTS**

\$154,059.90

**FIXED FEE**

Fixed Fee

Rate: 10.00%

**TOTAL FIXED FEE**

\$26,132.90

**OTHER DIRECT COSTS (ODC)**

Description

Unit(s)

Unit Cost

Total

Travel (Airfare, Rental Car, Mileage, etc.)

9

\$400.00

\$3,600.00

Lodging

9

\$175.00

\$1,575.00

EDR Record Search

1

\$400.00

\$400.00

Print Full Size Bond (24"x36")

0

\$2.00

\$0.00

Print Half Size (11"x17")

40

\$0.40

\$16.00

Print Letter Size (8.5"x11")

2,250

\$0.25

\$562.50

Overnight Delivery (10 packages)

10

\$25.00

\$250.00

Visual Renderings (AH Graphic Design)

4

\$1,875.00

\$7,500.00

Conference Call Charges

14

\$20.00

\$280.00

**TOTAL ODCs**

\$14,183.50

**SUBCONSULTANTS**

Parikh Consultants, Inc.

\$69,169.58

Rende Consulting Group, Inc.

\$24,255.00

Applied Earthworks

\$28,916.93

**TOTAL SUBCONSULTANTS**

\$122,341.51

**TOTAL COST**

\$423,986.92

Drake Haglan and Associates (Optional Tasks)

\$16,394.07

Applied Earthworks (Optional Tasks)

\$13,140.15

Parikh Consultants (Optional Tasks)

\$5,742.44

**TOTAL COST (Including Optional Tasks)**

\$459,263.58

## EXHIBIT 10-H COST PROPOSAL

LUMP SUM (FIRMED FIXED PRICE)  
CALCULATIONS FOR ANTICIPATED SALARY INCREASESConsultant Drake Haglan and Associates

Contract No. \_\_\_\_\_

Date 11/7/2016

## 1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$105,339.60	2,340	=	\$45.02	Year 1 Avg Hourly Rate

## 2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	+	Proposed Escalation	=		
Year 2	\$45.02	+	2%	=	\$45.93	Year 2 Avg Hourly Rate
Year 3	\$45.93	+	2%	=	\$46.85	Year 3 Avg Hourly Rate

## 3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	35.00%	*	2,340	=	819	Estimated Hours Year 1
Year 2	40.00%	*	2,340	=	936	Estimated Hours Year 2
Year 3	25.00%	*	2,340	=	585	Estimated Hours Year 3
Total	100%		Total	=	2,340	

## 4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$45.02	*	819	=	\$36,871.38	Estimated Hours Year 1
Year 2	\$45.93	*	936	=	\$42,990.48	Estimated Hours Year 2
Year 3	\$46.85	*	585	=	\$27,407.25	Estimated Hours Year 3
	Total Direct Labor Cost with Escalation			=	\$107,269.11	
	Direct Labor Subtotal before Escalation			=	\$105,339.60	
	Estimated Total of Direct Labor Salary Increase			=	\$1,929.51	

**EXHIBIT 10-H COST PROPOSAL**

**LUMP SUM (FIRMED FIXED PRICE)**  
Subconsultant

Consultant Parikh Contract No. \_\_\_\_\_ Date 11/7/2016

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Gary Parikh	12	\$95.37	\$1,144.41
Senior Engineer	David Wang	18	\$69.11	\$1,243.98
Senior Engineer	Frank Wang	60	\$55.05	\$3,303.00
Project Engineer	Emre Ortakci	103	\$44.55	\$4,588.39
Staff Engineer	TBD	46	\$34.67	\$1,594.81
Field Engineer	TBD	48	\$45.52	\$2,184.75
Lab Technician	TBD	32	\$33.08	\$1,058.68
CADD Drafter	TBD	20	\$36.09	\$721.82

339 \$15,839.85

**LABOR COSTS**

Subtotal Direct Labor Costs	\$15,839.85	
		<b>TOTAL DIRECT LABOR COSTS</b>
		<u>\$15,839.85</u>

**INDIRECT COSTS**

Overhead	Rate: 107.73%	\$17,064.27
Fringe Benefits	Rate: 42.27%	\$6,695.50
General and Administrative	Rate: _____	\$0.00
	Total: 150.00%	
		<b>TOTAL INDIRECT LABOR COSTS</b>
		<u>\$23,759.77</u>

**FIXED FEE**

Fixed Fee	Rate: <u>10.00%</u>	<b>TOTAL FIXED FEE</b>
		<u>\$3,959.96</u>

**OTHER DIRECT COSTS (ODC)**

Description	Unit(s)	Unit Cost	Total
Travel Mileage/Per Diem	5	\$350.00	\$1,750.00
Permits (Santa Barbara County)	1	\$500.00	\$500.00
Drilling Mob-Demob	4	\$300.00	\$1,200.00
Drilling Costs/day (includ. Percolation test)	4	\$2,750.00	\$11,000.00
Grouting of holes	140	\$4.00	\$560.00
Cutting Disposal* (per drum)	10	\$250.00	\$2,500.00
Traffic Control/ lane closure	4	\$2,000.00	\$8,000.00
Reproduction	2	\$50.00	\$100.00
			<b>TOTAL ODCs</b>
			<u>\$25,610.00</u>

**SUBCONSULTANTS**

	<b>TOTAL SUBCONSULTANTS</b>
	<u>\$0.00</u>

	<b>TOTAL COST</b>
	<u>\$69,169.58</u>



EXHIBIT 10-H COST PROPOSAL

LUMP SUM (FIRMED FIXED PRICE)
Subconsultant

Consultant Rende

Contract No.

Date 11/7/2016

DIRECT LABOR

Table with 5 columns: Classification/Title, Name, Hours, Actual Hourly Rate, Total. Includes Principal Bridge Engineer Gregory L. Rende, P.E. with 150 hours at \$70.00/hr.

LABOR COSTS

Subtotal Direct Labor Costs

\$10,500.00
TOTAL DIRECT LABOR COSTS \$10,500.00

INDIRECT COSTS

Overhead
Fringe Benefits
General and Administrative

Rate: 55.00%
Rate: 55.00%
Rate:
Total: 110.00%

\$5,775.00
\$5,775.00
\$0.00
TOTAL INDIRECT LABOR COSTS \$11,550.00

FIXED FEE

Fixed Fee

Rate: 10.00%

TOTAL FIXED FEE \$2,205.00

OTHER DIRECT COSTS (ODC)

Description

Table with 3 columns: Unit(s), Unit Cost, Total. Multiple empty rows for description.

TOTAL ODCs \$0.00

SUBCONSULTANTS

TOTAL SUBCONSULTANTS \$0.00

TOTAL COST \$24,255.00



**EXHIBIT 10-H COST PROPOSAL  
LUMP SUM (FIRMED FIXED PRICE)**  
Subconsultant: Applied EarthWorks, Inc.

Consultant Applied Earthworks, Inc.

Contract No \_\_\_\_\_

Date 12/14/2016

**DIRECT LABOR**

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager	Ann Munns	48	\$48.08	\$2,307.84
Sr. Historical Arch/Architectural Hist.	M. Colleen Hamilton	24	\$51.90	\$1,245.60
Production Mgr.	Susan Rapp	42	\$36.54	\$1,534.68
Associate Architectural Historian	Justin Castells	45	\$33.79	\$1,520.55
Staff Archaeologist	Eric Nocerino	68	\$31.67	\$2,153.56
GIS Specialist	Karin Pitts Olmedo	28	\$26.38	\$738.64
Archaeological Technician	Karen Osland	18	\$24.15	\$434.70
Historical Archaeologist	Ryan Wendel	40	\$29.23	\$1,169.20
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			313	\$11,104.77

**LABOR COSTS**

Subtotal Direct Labor Costs

\$11,104.77

**TOTAL DIRECT LABOR COSTS**

\$11,104.77

**INDIRECT COSTS**

Overhead

Rate: 78.16%

\$8,679.49

Fringe Benefits

Rate: 47.50%

\$5,274.77

General and Administrative

Rate: 0.00%

\$0.00

Total: 125.66%

**TOTAL INDIRECT LABOR COSTS**

\$13,954.25

**FEE (Profit)**

Fee

Rate: 10.00%

**TOTAL FIXED FEE**

\$2,505.90

**OTHER DIRECT COSTS (ODC)**

Description

Travel (Per Diem)

Unit(s)

Unit Cost

Total

Travel (Rental Car)

Travel (Fuel)

Travel (Mileage)

Postage/Duplication

Information Center Fees

UCSB Mil Fees

1	\$160.00	\$160.00
3	\$60.00	\$180.00
1	\$90.00	\$90.00
300	\$0.54	\$162.00
1	\$120.00	\$120.00
1	\$420.00	\$420.00
1	\$220.00	\$220.00

**TOTAL ODCs**

\$1,352.00

**SUBCONSULTANTS**

Subconsultant 1

\$0.00

Subconsultant 2

\$0.00

**TOTAL SUBCONSULTANTS**

\$0.00

**TOTAL COST**

**\$28,916.93**



Phase 1	Scope of Work Task	DHA Staff														Subconsultants			
		Craig Drake	Kevin Ross	Mike Pugh	Howard Zabell	Matt Burgard	Jennifer Grant-Martinez	Thomas Mar	Keith Dresbach	Alan Hyde	Jennifer Hildebrandt	Leslie Haglan	Lindsay Tisch	Rebecca Nielon	Rosina Florez	DHA Total	Parikh	Rende	Applied Earthworks
1.0	<b>PROJECT MANAGEMENT</b>	0	116	0	0	28	0	0	0	0	12	0	8	0	0	164	0	0	0
1.1	Project Management		104			16										120			
1.2	Progress Meetings		12			12				12		8				44			
2.0	<b>PROJECT INITIATION</b>	0	8	0	0	16	0	0	0	8	0	0	0	0	32	0	0	0	
2.1	Kick-Off Meeting		8			16				8					32				
3.0	<b>SURVEYS AND MAPPING (BY COUNTY)</b>	0	0	0	0	0	0	0	4	0	0	0	0	0	4	0	0	0	
3.1	Topographic, Base Mapping, and Boundary Surveys							4							4				
4.0	<b>HYDRAULICS AND FISH PASSAGE (BY COUNTY)</b>	0	0	0	0	16	0	0	12	0	0	24	0	0	52	0	0	0	
4.1	Hydraulics and Fish Passage					16			12			24			52				
5.0	<b>GEOTECHNICAL ENGINEERING</b>	0	0	0	0	8	0	0	0	0	0	0	0	0	8	305	0	0	
5.1	Project Initiation and Data Review														0	11			
5.2	Preliminary Foundation Report					4									4	114			
5.3	Geotechnical Investigations and Lab Testing														0	78			
5.4	Draft Foundation Report and Engineering Analysis					4									4	102			
6.0	<b>PRELIMINARY ENGINEERING</b>	0	4	0	0	104	16	28	48	56	0	0	0	0	256	0	0	0	
6.1	Concept Development and Alternatives Analysis		2			64	16	16	8	12					102				
6.2	35% Plans and Estimates					6	16	12	40	40					114				
6.3	Type Selection Report		2			32									34				
6.4	35% Submittal					2			4						6				
7.0	<b>AESTHETIC DESIGN AND RENDERINGS</b>	0	0	0	0	10	0	0	0	8	0	0	0	0	18	0	0	0	
7.1	Aesthetic Design and Renderings					8									8				
7.2	Public Outreach and ARB Meeting Assistance					2				8					10				
8.0	<b>ENVIRONMENTAL DOCUMENT</b>	0	0	0	0	10	0	0	0	36	94	300	232	0	0	672	0	0	313
8.1	Purpose and Need/Project Description					8					4	12	12			36			
8.2.1	Area of Potential Effect Map					2				4	2		4			12		30	
8.2.2	ASR/HPSR/HRER										8					8		283	
8.2.3	Natural Environment Study (NES)								4	8	16	40				68			
8.2.4	Biological Assessment (BA)								4	8	16	40				68			
8.2.5	Jurisdictional Wetland and Waters Delineation Report								16	4	8	24				52			
8.2.6	Hazardous Waste ISA Memorandum									8	16	40				64			
8.2.7	4(f) Memorandum								4	8	24	4				40			
8.2.8	Land Use and Community Impact Memorandum								4	8	24	4				40			
8.3.1	Prepare Administrative Draft IS/MND										16	80	24			120			
8.3.2	Prepare and Submit Public Draft IS/MND										8	40	16			64			
8.3.3	Prepare and Submit Administrative Final IS/MND										8	40	16			64			
8.3.4	Prepare and Submit Final IS/MND										4	24	8			36			
9.0	<b>65% STRUCTURES DESIGN</b>	0	4	0	0	34	140	202	40	184	0	0	0	0	604	0	0	0	
9.1	65% Structures Design and Detailing		2			24	140	200	40	180						586			
9.2	65% Roadway Design Coordination and Review		2			8										10			
9.3	Stomwater Control Plan (SWP) Assistance															0			
9.4	65% Submittal					2		2		4						8			
10.0	<b>QUALITY CONTROLS REVIEW</b>	0	0	24	0	0	0	0	0	0	0	0	0	0	24	0	0	0	
10.1	Quality Controls Review			24												24			

Phase 2	<b>11.0 PROJECT MANAGEMENT</b>	0	56	0	0	24	0	0	0	0	0	0	0	0	0	80	0	0	0
	11.1 Project Management		48			16										64			
	11.2 Progress Meetings		8			8										16			
	<b>12.0 REGULATORY AGENCY PERMITTING (BY COUNTY)</b>	0	0	0	0	0	0	0	0	16	8	0	24	0	0	48	0	0	0
	12.1 Regulatory Agency Permitting Assistance									16	8		24			48			
	<b>13.0 RIGHT-OF-WAY (BY COUNTY)</b>	0	0	0	0	6	0	0	0	4	0	0	0	0	0	10	0	0	0
	13.1 Right-of-Way Assessment					6				4						10			
	<b>14.0 STRUCTURES DESIGN CHECK</b>	0	0	0	0	8	0	16	0	0	0	0	0	0	0	24	0	120	0
	14.1 Structures Design Check					8		16								24		120	
	<b>15.0 FINAL GEOTECHNICAL ENGINEERING</b>	0	0	0	0	2	0	2	0	0	0	0	0	0	0	4	34	0	0
	15.1 Final Foundation Report and Engineering Analysis					2		2								4	34		
	<b>16.0 DRAFT STRUCTURES PS&amp;E (95%)</b>	0	24	0	0	18	22	82	16	28	0	0	0	0	0	190	0	30	0
	16.1 95% Structures Plans					8	16	16	16	24						80			
	16.2 95% Structures Technical Specifications		24													24			
	16.3 95% Structures Engineer's Estimate					4	6	60								70		30	
	16.4 Draft Roadway PS&E (95%) Coordination and Review					6		2								8			
	16.5 Draft Structures PS&E (95%) Submittal							4		4						8			
	<b>17.0 PERMIT COMPLIANCE</b>	0	0	0	0	4	0	0	0	0	4	0	4	0	0	12	0	0	0
	17.1 Permit Compliance					4					4		4			12			
	<b>18.0 FINAL PS&amp;E</b>	0	8	0	0	10	16	28	12	20	0	0	0	0	0	94	0	0	0
	18.1 Final Structures Plans Revisions					4	12	12	12	16						56			
18.2 Final Structures Technical Specifications Revisions		8													8				
18.3 Final Structures Engineer's Estimate Revisions					2	4	12								18				
18.4 Final Roadway PS&E Coordination and Review					2		2								4				
18.5 Final Structures PS&E Submittal					2		2		4						8				
<b>19.0 QUALITY CONTROLS REVIEW</b>	0	0	16	0	0	0	0	0	0	0	0	0	0	0	16	0	0	0	
19.1 Quality Controls Review			16												16				
<b>20.0 BIDDING ASSISTANCE</b>	0	8	0	0	12	0	8	0	0	0	0	0	0	0	28	0	0	0	
20.1 Bidding Assistance		8			12		8								28				
	Totals:	0	228	40	0	310	194	358	128	364	126	300	292	0	0	2,340	339	150	313
<b>21.0 CONSTRUCTION SUPPORT ASSISTANCE (OPTIONAL TASK)</b>	0	8	0	0	60	12	16	24	0	0	0	0	0	0	120	42	0	0	
21.1 Construction Support Assistance		8			60	12	16	24							120	42			
	Totals:	0	8	0	0	60	12	0	16	24	0	0	0	0	120	42	0	0	



**REQUEST FOR PROPOSAL**

**for**

**PROFESSIONAL STRUCTURAL DESIGN, GEOTECHNICAL  
DESIGN & ENVIRONMENTAL SERVICES**

**for the**

**East Mountain Drive Low Water Crossing Replacement Project  
County Project No. 862357  
Federal Aid Project No. BRLO-NBIL (526)**

**November 7, 2016**

County of Santa Barbara  
Department of Public Works  
Transportation Division  
123 E. Anapamu St.  
Santa Barbara, CA 93101  
(805) 568-3311

## GENERAL PROPOSAL INFORMATION

Issue Date: November 7, 2016

\*Proposal Due Date and Time: November 29, 2016 at 3:00 pm\*

Questions on RFP: All questions regarding the RFP must be submitted electronically, and must be sent to [Bensel@cosbpw.net](mailto:Bensel@cosbpw.net)

Agency Contact Person: Ron Bensel, P.E., Project Manager  
Email: [Bensel@cosbpw.net](mailto:Bensel@cosbpw.net)  
Phone: (805) 568-3311

\*Number of Copies Required: 1 (electronically) and 3 (paper)

Page Limit: The cumulative total pages for the proposal must not exceed 50 pages (Minimum Font Size: 12, Single Spaced). Page count maximum is exclusive of cover letters, blank pages, and required forms and exhibits.

Funding Sources: Highway Bridge Program (Federal), Toll Credits (Match)

\*Delivery Information: Regular/Express Mail and Hand Delivery:  
  
County of Santa Barbara  
Department of Public Works - Transportation Division  
Attn: Ron Bensel, P.E.  
123 E. Anapamu St.  
Santa Barbara, CA 93101  
  
Email: [Bensel@cosbpw.net](mailto:Bensel@cosbpw.net)

**\*Proposals received after Due Date and Time, received at wrong location, or with inadequate copies are considered non responsive and shall be rejected.**

### DISADVANTAGE BUSINESS ENTERPRISE (DBE) INFORMATION

This RFP includes DBE information and requirements (See Attachment A). If all required information is not provided, a proposal will be considered nonresponsive and rejected without evaluation. (CALTRANS LAPM Ch. 10 Section 10.5)

## PROCUREMENT SCHEDULE

DESCRIPTION	DATE	TIME (IF APPLICABLE)
Request for Proposal Issue Date	November 7, 2016	
Deadline for Questions	November 17, 2016	3:00pm
Proposal Due Date	November 29, 2016	3:00pm
Proposal Review Completion	December 6, 2016	
Consultant Notification	December 7, 2016	
Consultant Negotiations Begin	December 7, 2016	
Consultant Negotiations End	December 13, 2016	
Consultant Selection	December 14, 2016	
Board of Supervisors Award Date	January 17, 2017	
Notice to Proceed	January 20, 2017	

## I. INVITATION

A replacement bridge structure is being developed for the East Mountain Drive crossing of Cold Springs Creek herein referred to as "PROJECT". The County of Santa Barbara, herein referred to as "COUNTY", as Lead Agency, is soliciting proposals from qualified professional engineering firms, hereinafter referred to as "CONSULTANT", to provide all professional structural design, geotechnical design & environmental engineering services and all necessary services for development and approval of Environmental Documents, required reports and structure plans, specifications and estimates required for the PROJECT, as outlined within the Request for Proposal, hereinafter referred to as "RFP" for the East Mountain Drive Low Water Crossing Replacement Project.

### TERMS AND CONDITIONS

This RFP is subject to the following conditions:

- This RFP does not commit the COUNTY to award a contract or to procure a contract for services or supplies.
- The COUNTY is not responsible for any precontractual expenses as described below.
- The COUNTY reserves the right to reject all proposals.
- The COUNTY reserves the right to waive any irregularity or informality in any proposal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered.
- The COUNTY reserves the right to withdraw this RFP at any time without prior notice.
- Non responsive proposals will be rejected without evaluation.
- No proposal, except sealed cost proposals as otherwise described in CONTRACT NEGOTIATION WITH TOP RANKED CONSULTANT of this RFP, will be returned after the due date and time. All proposals will become the property of the COUNTY.

### PRECONTRACTUAL EXPENSES

Precontractual expenses include, but are not limited to, any expenses incurred by CONSULTANT in:

- Preparing proposals in response to this RFP.
- Submitting proposals to the COUNTY.
- Negotiations with the COUNTY on any matter related to proposals.
- Other expenses incurred by CONSULTANT before award.

## II. ORGANIZATION

The COUNTY is the lead agency for this project.

- The COUNTY is governed by the Santa Barbara County Board of Supervisors. Reporting to the Board of Supervisors is the Public Works Director.
- The COUNTY Project Manager for the PROJECT is Ron Bensel, serving in Public Works.
- Final design review and approval of PROJECT will be performed by an in-house COUNTY team made up of professional engineers representing roadway, structural, drainage, and flood control design environmental planners, engineering geologists, and right of way engineering/acquisition agents.
- The PROJECT will be coordinated through the formation of a Project Development Team (PDT). The team will consist of representatives of the COUNTY and other agencies, as well as the CONSULTANT. PDT meetings will occur at appropriate milestones or monthly intervals throughout the development of the PROJECT.
- The PROJECT is within the jurisdiction of the COUNTY. The PROJECT is also within the jurisdiction of the United States Army Corps of Engineers (Corps), California Regional Water Quality Control Board (CRWQB), and the California Department of Fish and Wildlife (CDFW).
- The COUNTY will serve as the construction contract administration agency for the PROJECT.



- The successful CONSULTANT will not qualify for consideration for Construction Management Services for PROJECT.
- CONSULTANT will take direction from the COUNTY.

### III. PROJECT INFORMATION

#### PROJECT LOCATION (34°27'20.98"N, 119°39'11.46"W)



The PROJECT is located along East Mountain Dr., approximately 1.1 miles north of State Route 192 (Sycamore Canyon Road), and approximately 0.7 miles east of the City of Santa Barbara. East Mountain Drive crosses the Cold Springs Creek. The Cold Springs Creek watershed draining to the bridge is 3.6 square miles. Cold Springs Creek is an intermittent drainage with its headwaters on the slopes of the Santa Ynez Mountains in the Los Padres National Forest. Cold Springs Creek joins Hot Springs Creek downstream of the project site to form Montecito Creek which drains to the Pacific Ocean east of the City of Santa Barbara.

#### PROJECT FUNDING

On November 20, 2012, the County received an Authorization to Proceed (E-76) with Preliminary Engineering (PE) from the Federal Highway Administration (FHWA). As a Highway Bridge Program (HBP) project located off the Federal-Aid Highway System, the federal share of participating costs for all phases of the project is 88.53%. The local share of participating costs will be funded with Toll Credits.

Funding for this project was authorize in Federal Fiscal Year 2012/2013 and has a reversion date of June 30, 2018. This reversion date is reflected in the expedited schedule shown above. Consultant shall schedule all feasible tasks as early in the contract period as possible to ensure maximum progress.

## PURPOSE AND NEED

The purpose of the PROJECT is to improve safety for the travelling public and emergency access along East Mountain Drive. Replacement of the existing Low Water Crossing at Cold Springs Creek with an all season structure will provide uninterrupted access and improved safety. The proposed bridge construction would allow for the safe crossing of Cold Springs Creek under all weather conditions for area residents, mountain bikers and hikers utilizing the adjacent trails and will improve emergency access.

## PROJECT SETTING

During seasonal rain events, the LWC overtops the roadway creating nuisance flows and impedes the upstream migration of the Southern Steelhead trout. At times of larger, less frequent rain events the depth of flow at the crossing increases, limiting vehicle, bicycle and pedestrian access or rendering the road impassable. At these times, a 0.65 mile detour is in effect.



## BACKGROUND

Rende Consulting Group assisted the COUNTY with preliminary coordination in sizing the proposed structure, Caltrans Field Review meeting and preliminary hydraulic modeling. Avila & Associates is currently under contract to perform Hydrology & Hydraulic analysis, while Questa Engineering Corporation, also under contract, is coordinating and preparing the design of the fish passage elements with Avila & Associates on this critical Steelhead habitat. The COUNTY is responsible for roadway design. Initial site assessment and field work was performed by the COUNTY.

## PROPOSED PROJECT IMPROVEMENTS

The proposed PROJECT will replace the existing low water crossing and approximately 255 feet of approach roadway currently conveying East Mountain Drive traffic across Cold Springs Creek. Initial hydraulic evaluations considered 25 and 100-year conveyance for the replacement structure. A single span, seventy-foot (70') voided

slab as well as a sixty-seven foot (67') CIP/PS Box Girder structure were initially evaluated to minimize hydraulic impacts on the finish grade profile.

The Structure Type Selection Report shall consider a minimum of three structure types including but not limited to the structures referenced above.

From a review of the 30% bridge typical section and 30% roadway plans, the structure is anticipated to be a 70-foot long, 31'-10" wide Cast-In-Place/Pre-Stressed concrete voided slab, consisting of two 11-foot travel lanes, one 5-foot shoulder (upstream), one 2-foot shoulder (downstream), and two 1'-5" barriers. The structure foundation is anticipated to consist of two abutments on Cast-In-Drilled-Hole (CIDH) Pile footings.

In addition to the foundation design of the proposed bridge structure, it is also anticipated that the geotechnical professional will be required to investigate and provide recommendations on the following design elements:

- Retaining walls or reinforced earthen embankment as required near the approaches to the bridge abutments.
- Dry wells or other stormwater mitigation elements in order to satisfy the post-construction stormwater management plan.
- Structure section recommendations and slope stability evaluation of roadway approaches and embankment cut/fill slopes.
- Scour evaluation and mitigation measures.

This project requires a minimum primary objective of the preparation and completion of Environmental Documents (EDs) to meet the legal requirements of a complete, adequate, and objective reporting of the proposed project's environmental consequences. These documents are required to satisfy the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). Additional objective includes support for aspects of regulatory permitting consisting of the U.S. Army Corps of Engineering (USACE), California Regional Water Quality Control Board (CRWQB), and the California Department of Fish and Wildlife (CDFW).

#### **SUPPLEMENTAL INFORMATION AVAILABLE**

For supplemental information, select the "Supplemental Information" tab at the County's RFP website ([rfp.cosbpw.net](http://rfp.cosbpw.net)).

- Topographic & Right of Way Survey
- Draft Proposed Bridge Typical Section (30%)
- 35-percent roadway plans
- Traffic Index Calculations

#### **IV. PREVIOUS WORK CONDUCTED TO DATE**

To date, the following preliminary items have been performed, or are currently being performed for this project:

- Topographic & Right of Way Survey
- 35-percent roadway plans (COUNTY staff)
- Hydrology & Hydraulic Analysis – In-progress (Consultant – Avila & Associates)
  - Contact: Cathy Avila (925.673.0549)
- Fish Passage Element Design – In-progress (Consultant – Questa Engineering Corporation)
  - Contact: Sydney Temple (510.236.6114 ext. 220)

#### **V. SCOPE OF PROFESSIONAL SERVICES**

##### **DESCRIPTION OF WORK**

The work entails performing professional structural design, geotechnical engineering & environmental services and all services necessary for 1) development and approval of Environmental Documents, 2) required technical

reports and 3) structure design/Plans Specifications and Estimates (PS&E) required for PROJECT. In your proposal, please outline the work that you foresee necessary, based on information provided, the existing materials made available to you, and past experience on similar projects.

#### **REQUESTED SCOPE OF SERVICES**

The CONSULTANT'S Scope of Work is summarized as follows:

#### **DESCRIPTION OF STRUCTURAL DESIGN WORK**

CONSULTANT shall provide all structure design services required to advance PROJECT to construction, including but not limited to structure type selection report, advance all structural design elements (bridge, retaining walls, culverts, etc.) within the project from preliminary structure design through final structure design, plans, specifications and estimates, and design support during construction as described below.

#### **DESCRIPTION OF STRUCTURAL DESIGN TASKS AND DELIVERABLES**

##### **Task S1 – Data Gathering, Project Management & Coordination**

This task shall include gathering previously prepared and in progress project data and relevant information. Additionally, you shall manage, administer, and coordinate all work, including but not limited to design, quality control, quality assurance, and scheduling required to produce all services and deliverables on-time and on-budget. This task shall also include PDT meetings as requested, and site visits with COUNTY staff to provide an understanding of the site and the proposed low water crossing replacement strategy. CONSULTANT shall coordinate closely with COUNTY staff, SUBCONSULTANT (if any), Hydraulic and Fish Passage design consultants throughout the project, including but not limited to regularly scheduled PDT meetings.

##### **Task S2 – Structure Type Selection**

The culmination of preliminary design shall be assembled into a Type Selection Report (TSR). Once reviewed and approved by COUNTY, the TSR will be submitted to Caltrans for review and approval. This process shall be considered the "Structure Type Selection (STS)" process and no further structure design work shall be performed until written approval of the structure type is received from Caltrans. It should be noted here that the COUNTY has already internally vetted the project, as describe above, but the STS process shall be followed to obtain Caltrans approval.

##### **Task S2.1 – Structure Type Selection Study/Report**

Consideration shall be given to construction cost, schedule, environmental impacts, hydraulics, constructability and utilization of construction methods which minimize impacts to Cold Springs Creek. The TSR will summarize the results of the study and make a recommendation in regard to the selected structure type for the bridge replacement. The report shall include discussion of the restrictions of the existing narrow roadway and materials transportation to the site. The format and content of the type selection memo shall be as described in Caltrans Bridge Memos to Designers Manual. A draft Structure Type Selection Memorandum shall be submitted for COUNTY review, comments will be transmitted back to consultant for incorporation prior to submittal of Draft "Final" TSR to Caltrans Local Assistance. COUNTY shall submit "Final" TSR to Caltrans. Upon receipt of any Caltrans comments, consultant shall incorporate and finalize TSR.

##### **Deliverables (Task S2.1)**

- Draft Structure Type Selection Report (paper copies and electronic PDF / MSWord)
- Draft "Final" Structure Type Selection Report (paper copies and electronic PDF / MSWord)
- Final Structure Type Selection Report (paper copies and electronic PDF / MSWord)

##### **Task S2.2 – Structure General Plan (2 Alternatives)**

A General Plan for each of the two structure types studied and determined to be most suitable for the project shall be prepared. The chosen alternative, once reviewed and approved by the COUNTY and Caltrans Local Assistance, shall be the basis for the final design of the structure. The General Plan shall be prepared in conformance with County format and CAD standards.

Deliverables (Task 2.2)

- Structure General Plan (2 Alternatives, electronic PDF & AutoCAD files)

#### **Task S2.3 – Structure General Plan Estimate (2 Alternatives)**

A General Plan Estimate shall be prepared for the two structure types in Task S2.2 above. The General Plan Estimates will be prepared in accordance with the Caltrans Ready-to-List Guide. These estimates shall be incorporated into the Structure Type Selection Report prepared in Task S2.1

Deliverables (Task 2.3)

- Structure General Plan Estimate (2 Alternatives, electronic PDF & MS Excel files)

#### **Task S2.4 – Aesthetic Design and Renderings**

Four renderings shall be prepared for the proposed project. Renderings shall clearly illustrate aesthetic options and ideas that fit the surrounding environment.

Deliverables (Task 2.4)

- Color renderings - 4 Alternatives (electronic PDF & four 34" x 22" hard copies on gloss photo paper)

#### **Task S3 – FINAL DESIGN (65% PS&E) STRUCTURES**

Upon Caltrans approval of TSR, Consultant shall proceed with final structure design.

##### **Task S3.1 – Bridge Design Calculations**

Bridge design calculations shall conform to Caltrans and COUNTY requirements. Foundation design shall be based on the recommendations contained in the Foundation Report. The structure shall be designed by a Civil Engineer, registered in the State of California, in accordance with the latest editions of the following manuals:

- AASHTO LRFD Bridge Design Specifications (latest edition with California amendments)
- Caltrans Bridge Design Details
- Caltrans Seismic Design Criteria (SDC)
- Caltrans Bridge Memos to Designers, and
- Caltrans Bridge Design Aids

A complete structural analysis and a complete dynamic (seismic) analysis shall be performed. A bound stamped set of design calculations shall be prepared for the bridge project and submitted to the COUNTY for review and comment.

Deliverables (Task 3.1)

- Bridge Design Calculations (1 hard copy & 1 electronic PDF)

##### **Task S3.2 – Structural Design Independent Check Calculations**

The Independent Check calculations will follow the process outlined in Caltrans Memo to Designers 1-3. The foundation design check will be based on the recommendations contained in the Foundation Report. All independent check Calculations will be in accordance with the latest versions of the following manuals:

- AASHTO LRFD Bridge Design Specifications (latest edition with California amendments)
- Caltrans Bridge Design Details
- Caltrans Seismic Design Criteria (SDC)
- Caltrans Bridge Memos to Designers, and
- Caltrans Bridge Design Aids

Deliverables (Task 3.2)

- Stamped Structural Design Independent Check Calculations (1 hard copy & 1 electronic PDF)

##### **Task S3.3 – 65% Bridge Plans**

The bridge plans shall be prepared to Caltrans standards and formatted on County of Santa Barbara Plan sheets. Bridge plans shall be prepared in accordance with the applicable provisions of the following Caltrans manuals.

- Bridge Design Details Manual

- Plans Preparation Manual, and
- Plans, Specifications, and Estimates (PS&E) Guide

Bridge plans will be submitted to the County for review and comment when at 65% complete. The bridge plan sheet set is anticipated to include but is not limited to the following sheets:

1. GENERAL PLAN
2. INDEX TO PLANS
3. DECK CONTOURS
4. FOUNDATION PLAN
5. ABUTMENT 1 LAYOUT
6. ABUTMENT 2 LAYOUT
7. ABUTMENT DETAILS NO. 1
8. ABUTMENT DETAILS NO. 2
9. ABUTMENT DETAILS NO. 3
10. TYPICAL SECTION
11. GIRDER LAYOUT
12. STRUCTURE APPROACH DRAINAGE DETAILS
13. STRUCTURE APPROACH TYPE EQ(10)
14. RETAINING WALL DETAILS NO. 1
15. RETAINING WALL DETAILS NO. 2
16. RETAINING WALL DETAILS NO. 3
17. TUBULAR BICYCLE RAILING DETAILS
18. LOG OF TEST BORINGS

Deliverables (Task 3.3)

- 65% Bridge Plans (1 set of full-size plans (22"x34" bond paper), 1 set of half-size plans (11"x17 bond paper), 1 electronic version (PDF format) and a copy of the design files in Civil3D or AutoCAD (2015 or earlier format)

#### **Task S4 – FINAL DESIGN – CHECKED (95% PS&E) STRUCTURES**

Upon completion of the initial (unchecked) design calculations, the draft 65% structure plans, and completion of the independent bridge design check, and incorporation of COUNTY's 65% review comments, CONSULTANT shall prepare the final structure Plans, Specifications and Estimate (PS&E) for the bridge. All structural design calculations, plans, special provisions, quantity calculations and engineering cost estimate shall conform to Caltrans and COUNTY requirements and shall be submitted to the COUNTY for review. This submittal will constitute the 95% Structures PS&E.

##### **Task S4.1 – Final Structure Plans**

Final Structure plans shall incorporate the resolution of the Structural Design Independent Check, and COUNTY responses received from each respective milestone submitted. Final Structure plans shall be in accordance with the various manuals listed in Task S3.2 above.

Deliverables (Task 4.1)

- 95% Structure Plans (1 full-size hard copy (22"x34" bond paper), 1 half-size (11"x17 bond paper), 1 electronic PDF & AutoCAD 2015 files or earlier) shall be submittal to the COUNTY for final review and comment.

##### **Task S4.2 – Structure Special Provisions**

Structure Special Provisions shall be constructed through editing of the 2015 Caltrans Standard Special Provisions (SSP's) in accordance with Caltrans' *Ready-to-List and Construction Contract Award Guide* ("RTL Guide"). The Structure Special Provisions shall be prepared by a civil engineer registered in the State of California with a

minimum of 5 years' experience in writing Caltrans structure special provisions. The Civil Engineer shall sign and stamp the special provisions as the structure special provisions engineer upon their final incorporation into the construction bid documents. The electronic special provisions shall be assembled utilizing Caltrans' edit macros ("strike-and-hide") and submitted to COUNTY for review and comment. Once the County incorporates the boiler plate, this engineer will review the complete bid book for conflicts with other disciplines as well as the COUNTY boiler plate and provide comments back to COUNTY.

Deliverables (Task 4.2)

- 95% Structure Special Provisions (1 electronic file (MS Word) and 1 hard copy (with Caltrans' "strike-and-hide" Red/Blue edits)) shall be submittal to the County for review and comment.

#### **Task S4.3 – Engineer's Estimate of Structure Construction Cost**

Two independent quantity take-off calculations shall be prepared for the structures construction bid items. These two quantity take-off calculations shall be reconciled to ensure agreement within the tolerances specified in Caltrans' RTL Guide. Resulting final item quantities shall be summarized using Caltrans' standard structure item quantity summary sheets.

The structure specifications engineer shall estimate unit prices, based on recent County or Caltrans District 5 cost data, as a basis for establishing and itemized estimate of the bridge's construction cost.

Deliverables (Task 4.3)

- Two independent quantity calculations
- 95% (reconciled) structure quantity calculations
- 95% Engineer's estimate of structure construction cost

#### **Task S5 – FINAL DESIGN – WET SIGNED 100% STRUCTURES PS&E**

Upon receipt of comments on the 95% Structures PS&E submittal, the Structures 100% PS&E will be revised, finalized, wet signed and submitted as the Wet Signed 100% Structures PS&E submittal.

Deliverables (Task 5)

- 100% structure quantity calculations (1 electronic PDF of revisions)
- 100% Engineer's estimate of structure construction cost (1 electronic PDF of revisions)
- Wet Signed 100% Structure Plans (1 full-size hard copy (22"x34" bond paper), 1 half-size (11"x17 bond paper), 1 electronic PDF & AutoCAD 2015 files or earlier).
- Wet Signed 100% Structure Special Provisions (1 electronic file (MS Word) and 1 hard copy (with Caltrans' "strike-and-hide" Red/Blue edits)) shall be submittal to the County.

### **DESCRIPTION OF ENVIRONMENTAL SERVICES WORK**

This project requires a minimum primary objective of the preparation and completion of Environmental Documents (EDs) to meet the legal requirements of a complete, adequate, and objective reporting of the proposed project's environmental consequences. These documents are required to satisfy NEPA and CEQA. Additional objective includes support for aspects of regulatory permitting consisting of the Corps, CRWQB, and the CDFW.

### **ENVIRONMENTAL SERVICES TASKS AND DELIVERABLES**

#### **TASK E1 - Biological Resources**

The PROJECT requires the preparation of a Natural Environment Study (NES). The NES describes the existing biological environment and how the project will affect that environment. CONSULTANT shall coordinate closely with County staff, SUBCONSULTANT (if any), Hydraulic and Fish Passage design consultants throughout the project, including but not limited to regularly scheduled PDT meetings. The NES shall include an assessment of the entire project area, including potential impacts to sensitive habitat and endangered and threatened plant and animal species and critical habitat, both designated and proposed. Plant surveys must be conducted during appropriate blooming periods, address invasive plant species and potential wetlands. The NES must also include discussion on how the proposed project will comply with federal laws, acts and Executive Orders (EO) including but not limited to:

- EO 13112 Invasive Species
- EO 11990 Protection of Wetlands
- EO 11988 Floodplain Management
- Migratory Bird Treaty Act
- Section 7 of the Federal Endangered Species Act. A Biological Assessment (BA) shall be required if there is potential to affect a federal listed species or critical habitat, designated and/or proposed. These findings will be used to initiate a Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) and/or National Marine Fisheries Service (NMFS).

#### **Task E2 - Cultural Resources**

The project requires a Section 106 study which will consist of the following components.

- Area of Potential Effect (APE) Map. The APE depicts the area that will be impacted by the project, including staging and construction access areas.
- Historic Property Survey Report (HPSR). The HPSR serves as the summary document to which the following documents are attached. It serves to document consultation with interested parties, including Native Americans.
- Archaeological Survey Report (ASR). An archeological survey and archival research shall be conducted by a qualified archeologist, and reported in an Archaeological Survey Report.
- Historical Resources Evaluation Report (HRER). An HRER documents any historical archeological resources, and any built-environment resources within the APE. Built-environment resources would be documented by a qualified architectural historian, while historical archeological resources be documented by a qualified historical archaeologist.

#### **Task E3 – Additional Miscellaneous Required Studies**

Additional studies are anticipated to be required to meet Federal requirements:

- Additional support for aspects of regulatory permitting consisting of the USACE, CDFW and the RWQCB.
- Sections 4(f). The project site is immediately adjacent to the Los Padres National Forest, which is utilized as a publically-owned recreational facility and therefore considered a property protected under Section 4(f) of the Department of Transportation Act. It is unknown to what extent the proposed project would impact trail access adjacent to the project site. Use of the trailhead areas during construction would need to be evaluated to determine if the impacts meet the criteria for “Temporary Occupant” under Section 4(f). The following website provides information on determining temporary occupancy. <http://www.dot.ca.gov/ser/vol1/sec3/special/ch204f/chap20.htm>.
- Land Use and Community Impacts. A technical memorandum must be prepared if construction easements are required for staging or for properties potentially impacted by easements/acquisitions. The technical memorandum must include information such as parcels numbers and size, property owners, zoning and duration of use and size of areas potentially impacted by easements. The memorandum needs to describe impacts to the community from the following issue areas; potential right of way impacts, relocation of public utilities, access to properties of roadways, temporary traffic detours, and the potential for encroachment onto Federal lands.
- Hazardous Materials Study. Since the existing low water crossing will be demolished and has the potential to contain lead based paint and/or asbestos-containing materials (ACM) an Initial Site Assessment (ISA) will need to be prepared. The ISA should include the results of limited hazardous materials assessment, consisting of the collection and analysis of suspected ACM and/or lead paint. The ISA should include summary estimates of regulated and/or hazardous materials in order to prepare a Lead Compliance Plan and to provide quantity estimates of suspected ACM for National Emission Standards for Hazardous Air Pollutants (NESHAP) compliance with the Santa Barbara Air Pollution



Control District (SBAPCD). Additionally, an ISA must be prepared if the project requires any right of way, including partial or full takes.

The above referenced reports and studies must be completed using the formats and guidance found in the Caltrans Standard Environmental Reference ( <http://www.dot.ca.gov/ser/forms.htm> and <http://www.dot.ca.gov/ser/vol13/vol13.htm> )

A Quality Control and Assurance of Biological Reports form must be submitted with the completed documents, which is available on the internet at:

[http://www.dot.ca.gov/dist05/planning/environmental\\_stewardship.htm](http://www.dot.ca.gov/dist05/planning/environmental_stewardship.htm).

The preparation of the Section 106 study should follow the guidelines of *Caltrans Environmental Handbook Volume 2*, Cultural Resources, which is available on the internet at:

<http://www.dot.ca.gov/ser/envhand.htm>.

To comply with the California Environmental Quality Act (CEQA) it is anticipated that a Mitigated Negative Declaration (MND) will be required. The MND will include, but is not limited to analysis of the following issue areas:

Aesthetics/Visual Resources; Agricultural Resources; Air Quality; Biological Resources; Cultural Resources; Energy; Fire Protection; Geological Resources; Hazardous Materials; Historic Resources; Land Use; Noise; Public Facilities; Recreation; Transportation/Circulation; and Water Resources including Surface and Storm Water Quality.

Additional support for aspects of regulatory permitting consisting of the Corps, CDFW and the RWQCB Items include:

- A Habitat Mitigation and Monitoring Plan (HMMP) to meet the requirements of all permitting agencies. The HMMP shall be consistent with the MND and all related permits. The plan shall be prepared for implantation.
- Post construction storm water control and treatment plan to satisfy the requirements of the RWQCB. The storm water control plans should include at a minimum: treatment of runoff from the total area of impervious surface generated by an 85<sup>th</sup> percentile storm event or 0.2 inch hourly rainfall intensity. The proposed BMPs should be identified and be effective for addressing all pollutant types generated by the project. Use storm water infiltration as first preference, bio-filtration as second preference, and natural system-based – swales, etc. as third preference. Projects that create or replace more than 15,000 square feet of impervious surface should control volume or retain runoff (pre-project runoff volume for the 85th percentile storm event should match to post-project runoff volume for the 85th percentile storm event or retain runoff generated by the 85th percentile storm event); and have a maintenance mechanism.

#### **DESCRIPTION OF GEOTECHNICAL WORK**

- The geotechnical engineering scope of services shall include, but is not limited to, producing a Preliminary Foundation Report (PFR), a Final Foundation Report (FFR), and Log of Test Boring Sheets as input to the preparation of the project plans and specifications and inclusion in the Contract documents. CONSULTANT will acquire site-specific geotechnical data, will coordinate and execute all field work, including surface and sub-surface investigations, as well as all required laboratory testing of materials.
- The CONSULTANT selected for the PROJECT shall be responsible for gathering and reviewing existing data; determining what information is necessary for completion of the PFR and the FFR; coordinating and completing all geotechnical investigations; identifying, coordinating and completing all necessary laboratory analysis; determining subsurface conditions; and developing recommendations for the project design and construction. The CONSULTANT shall be responsible for preparing the PFR and the FFR, accurately

depicting the project area's geologic attributes and conditions and providing recommendations for foundation type.

- All field investigations and analysis is to be performed by CONSULTANT. The CONSULTANT must consult with COUNTY Staff and other PDT members, as needed to complete the PFR and the FFR.

#### Structures

- Give input as required in the determination and evaluation of structure type selection alternatives.
- Coordinate with the COUNTY and other professional design consultants to select an appropriate alternative.
- Provide structural foundation design services for selected project alternative.
- Assist in preparing geotechnical aspects of technical specifications for selected project alternative.

#### Roadway

- Coordinate with COUNTY Roadway Designer to supply roadway structural section recommendations as part of Preliminary and Final Foundation Reports.
- Perform site investigation and provide design recommendations for retaining walls, geosynthetically reinforced soil embankment, design of embankment cut/fill slopes, or other roadway support techniques, as necessary.

#### Post Construction Storm Water Management

Perform site investigation and provide design recommendations for post-construction stormwater management plan, as necessary. COUNTY is responsible for the design of the post-construction stormwater management plan. CONSULTANT will supply necessary information such as estimated percolation rates, depth to bedrock, and other geological information as necessary to assist in design elements. It is anticipated that trench drains or bioswales may be utilized to control stormwater leaving the proposed bridge structure.

#### Hydraulics

Coordinate with COUNTY hydraulic consultant to determine the scourability of streambed materials and other geotechnical aspects of the materials present and their effect on the hydraulics of the proposed replacement structure.

#### Utility Coordination

CONSULTANT will conduct Underground Service Alert demarcation, and notification prior to conducting subsurface investigations.

#### Right of Way

CONSULTANT will prepare documents as required to supply COUNTY necessary information in a format as directed for use in determining areas of private or public ownership requiring temporary access by CONSULTANT for geotechnical investigations.

#### Advertisement, Award and Administration of Construction Project

CONSULTANT must prepare documents, as necessary, to supply COUNTY with geotechnical support as necessary during the advertisement, award, and construction phases of the PROJECT.

### **GEOTECHNICAL TASKS AND DELIVERABLES**

The Scope of Work will be broken down into the following major tasks and associated deliverables:

#### **Task G1 –Project Initiation and Review of Existing Data**

Any developed preliminary plans for the project will be delivered to the CONSULTANT, showing the location of planned improvements. Existing data will also be provided, in order for the CONSULTANT to prepare the Preliminary Foundation Report, coordinate subsurface explorations, and perform soil sampling and laboratory analysis. CONSULTANT will review available information from published geologic maps and studies. CONSULTANT shall coordinate closely with COUNTY staff, Hydraulic and Fish Passage design consultants, and other members of the PDT throughout the project, including but not limited to regularly scheduled PDT

meetings to discuss the needs of the PROJECT, and coordinate regarding temporary ROW access and environmental permitting needs.

**Task G2 - Preliminary Foundation Report**

CONSULTANT will prepare a PFR, following the latest available version of Caltrans *Foundation Reports for Bridges*. The PFR will provide a summary of the existing geotechnical data reviewed by the CONSULTANT; the results of any field investigations and laboratory analysis; and preliminary foundation recommendations.

Using existing available geological and geotechnical data as well as any subsequent site visits or preliminary geotechnical subsurface investigations, CONSULTANT will provide initial recommendations regarding preferred foundation alternatives.

*Task G2 Deliverables:*

- PFR (3 hard copies and 1 electronic version)
- Recommended geotechnical investigation plan (planned boring locations) (1 electronic version)

**Task G3 - Field Exploration and Soils Laboratory Analysis**

Based on the PFR and any received QA/QC comments from the COUNTY, CONSULTANT will initiate the field exploration program. CONSULTANT must obtain representative material samples, store samples, and perform laboratory analysis, as needed to characterize the site conditions. CONSULTANT will prepare a letter to COUNTY staff, indicating the number and type of laboratory geotechnical analysis to be performed in order to adequately characterize the subsurface materials, and their geotechnical characteristics, for the preparation of the Final Foundation Report. COUNTY will review the results of the preliminary field exploration program, and inventory of samples taken during the investigation. Digital photos of sampled materials, equipment and field conditions will be sent to COUNTY. COUNTY shall be welcome to attend field investigations. All soils must be described per the latest available version of Caltrans *Soil and Rock Logging, Classification, and Presentation Manual*.

*Task G3 Deliverables:*

- Field Log of Test Borings (1 electronic version)
- Laboratory Testing Schedule, indicating the number and type of laboratory geotechnical analysis to be performed (1 electronic version)
- Digital photos of sampled materials, equipment and field conditions (electronic versions)

**Task G4 - Draft Final Foundation Report**

CONSULTANT shall prepare a Draft FFR, following the latest available version of Caltrans *Foundation Reports for Bridges*. The report will provide a summary of the geotechnical data collected by the CONSULTANT; present the results of any subsequent investigations, laboratory analysis results, and opinions; and provide recommendations regarding items from the following list that the CONSULTANT has evaluated and assessed the need for:

- Soil and groundwater conditions at project site.
- Seismic design parameters for use with Caltrans current design methods, including closest fault(s), maximum ground acceleration, recommended Acceleration Response Spectra (ARS), and liquefaction potential.
- Suitable foundation types for subsurface conditions encountered.
- Pile data table using load demands provided by structure designer.
- Lateral pile solutions for free head and fixed head conditions.
- Lateral earth pressures, and passive pressure resistance for abutment design.
- Settlement and settlement period.

- Foundation recommendations, including LRFD bearing pressures, base width, settlement and bearing capacity of underlying soils, and remedial removal and re-compaction recommendations for wing walls and all retaining walls, both temporary and permanent, as required by the project.
- CONSULTANT will provide retaining wall heights. CONSULTANT will determine if Caltrans Standard Plan spread footing design is suitable to support proposed retaining walls, or if deep foundations are required. CONSULTANT will provide suitable foundation types.
- Determination of need for a seismic approach slab.
- Stability of any cut/fill slopes adjacent to the proposed roadway.
- Construction considerations and recommendations, including driven piles or CIDH pile construction, temporary excavations, and shoring.
- Corrosion potential analysis, and recommend procedures to address during construction (minimum concrete cover, cement admixtures, protective coating of reinforcement bar, etc.).
- If required by the project, provide recommendations for reinforced soil slopes. Recommendations must include the type, number, elevation and intervals of reinforcement materials, as well as specifications for materials to be utilized as embankment fill and geosynthetic elements.
- Give recommendations for structure sections, based on R-value of native soil and recent traffic index investigations.
- Recommendations as needed for the COUNTY design of bio-swales or other design aspects of a post-construction stormwater management plan.

Log of Test Boring (LOTB) sheets must be prepared by the CONSULTANT, and must be included in the Final Foundation Report.

*Task G4 Deliverables:*

- Draft Final Foundation Report (2 hard copies and 1 electronic version)
- Draft LOTB sheets (2 hard copies and 1 electronic version)

**Task G5 - Final Foundation Report**

Upon receipt of County comments, the Consultant must address comments and incorporate edits as necessary into the FFR, following the latest available version of Caltrans *Foundation Reports for Bridges*.

*Task G5 Deliverables:*

- Final Foundation Report (3 hard copies and 1 electronic version).
- Final Log of Test Boring sheets (1 hard copy and 1 electronic version).

**GEOTECHNICAL STANDARDS**

- All geotechnical analysis for the Foundation Report must utilize the latest edition of the AASHTO LRFD Bridge Design Specifications and California Amendments, as required by Caltrans.
- All deliverables must be prepared in accordance with current County and Caltrans' regulations, policies, procedures, guidelines and standards. COUNTY will utilize the 2015 Caltrans Standard Specifications and Standard Plans for this project.
- All deliverables must comply with federal, state and COUNTY regulations.
- All deliverables must be in English units.
- Submit one (1) signed electronic file format (unless otherwise noted) of all Geotechnical deliverables.
- Electronic file format for submittals of reports, maps, and all attachments must be in PDF format; calculation sheets must be in Excel format; photographs may be either PDF format or JPEG format.

**VI. WORK PERFORMED BY OTHERS**

1. **Project Review and Approval:** Review and approval of all PROJECT deliverables will be performed by the COUNTY. COUNTY review will not serve as independent check for the work of the CONSULTANT.

CONSULTANT will submit to COUNTY only task submittals that have been adequately and independently reviewed prior to submittal.

2. **Topographical/Right of Way Survey:** COUNTY has completed the topographic & right of way surveys.
3. **Roadway Design:** COUNTY is preparing the roadway plans, roadway specifications and roadway estimates.
4. **Environmental Permitting:** COUNTY will prepare the necessary permit applications. CONSULTANT will prepare supporting documents as required to supply COUNTY necessary information in a format as directed for use in environmental permitting applications.
5. **Post-Construction Stormwater Management:** COUNTY is preparing the post-construction stormwater management plans, memos and permitting.
6. **Right of Way Entry Permits:** COUNTY will prepare the necessary documentation and perform the necessary services for all right of way entry permits.
7. **Advertisement, Award and Administration of Construction Project:** COUNTY will advertise, award and administer the construction project.

## **VII. CONTRACT**

The Agreement for Services of Independent Contractor (Standard Agreement), Consultant's Proposal, and County's Request for Proposal combined is hereinafter referred to as CONTRACT.

### **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

Attachment B of this RFP contains a sample of the Standard Agreement used by the COUNTY for Technical Services and clauses added by the State and Federal Auditors; no changes will be made to the Standard Agreement language. CONSULTANTS are required to review the sample Standard Agreement and acknowledge their acceptance of the terms of the Standard Agreement in the space provided on the Attachment B coversheet.

A proposal failing to acknowledge acceptance of the Standard Agreement language will be considered nonresponsive and rejected without evaluation.

### **METHOD OF PAYMENT**

Method of payment is described in Exhibit B of the sample Standard Agreement found in Attachment B of this RFP.

### **INSURANCE REQUIREMENTS**

Insurance requirements are described in Exhibit C of the sample Standard Agreement found in Attachment B of this RFP.

### **SUBCONSULTANTS**

Parties subcontracted by CONSULTANT to perform services described in RFP, hereinafter referred to as SUBCONSULTANTS, are responsible for complying with all state, federal and specific contract requirements.

### **SUBSTITUTION OF CONSULTANT PERSONNEL OR SUBCONSULTANTS**

After contract execution the CONSULTANT should not substitute key personnel (project manager and others listed by name in the cost proposal) or SUBCONSULTANTS without prior written approval from the COUNTY. The CONSULTANT must request and justify the need for the substitution and obtain approval from the

COUNTY prior to use of a different SUBCONSULTANT on the CONTRACT. The proposed substituted person must be as qualified as the original, and at the same or lower cost.

#### **FINANCIAL MANAGEMENT AND ACCOUNTING SYSTEM REQUIREMENTS**

CONTRACT shall not be awarded to a CONSULTANT without an adequate financial management and accounting system. **CONSULTANT CONTRACT AUDIT AND REVIEW PROCESS REQUIREMENTS**

All proposed Architecture and Engineering (A&E) contracts and supporting documents are subject to audit or review by Caltrans' Audits and Investigations (A&I), other state audit organizations, or the federal government.

CONSULTANT and SUBCONSULTANTS must certify their contract costs and financial management system by submitting Exhibit 10-K "*Consultant Certification of Contract Costs and Financial Management System.*" (23 U.S.C. 112(b)(2)(B).)

### **VIII. PROPOSAL CONTENT REQUIREMENTS**

#### **PROPOSAL FORMAT**

Proposals shall not exceed the page limit using the specified font indicated in the 'GENERAL PROPOSAL INFORMATION.' Preparation of proposals, following these standards and including the described content, will allow information to easily be extracted for evaluation purposes. Proposals must include preparation of or detailed discussions regarding the following information:

#### **TRANSMITTAL LETTER**

Include Transmittal letter on the Consultant's letterhead and address to the COUNTY project manager, as indicated in 'GENERAL PROPOSAL INFORMATION' of this RFP. The letter should indicate the consultant's basic understanding of the COUNTY'S needs and the Consultant's understanding of the work required. If an Addendum has been issued by the COUNTY, the consultant must acknowledge receipt of the Addendum in the Transmittal letter. The letter shall be signed by an official or representative authorized to negotiate and contractually bind the CONSULTANT with the COUNTY.

#### **UNDERSTANDING OF WORK TO BE DONE**

Describe your understanding of the process and steps necessary to complete the project. Include a discussion of the following items:

- SCOPE OF SERVICES
  - Structures
  - Geotechnical
  - Environmental
- TECHNICAL APPROACH
  - Structures
  - Geotechnical
  - Environmental
- PROJECT WORK PLAN
- STANDARDS
- DELIVERABLES

#### **PROJECT TEAM AND STAFF**

##### **ORGANIZATION CHART**

Provide an organization chart that shows how the project manager will manage lines of communication between the team, COUNTY, key stakeholders, etc. Identify the Key Staff that will interact with the COUNTY. Provide brief resumes of the Key Staff and an explanation of the

function each key person will perform. Key Staff must each have professional experience with similar projects. Emphasize the experience and abilities relevant to the specific engineering services described in this RFP

#### EXPERIENCE WITH SIMILAR PROJECTS

- Provide descriptions of similar projects that the proposed Key Staff have completed. The descriptions of similar projects should include:
  - Project description and location;
  - Description of services provided;
  - Current status (i.e. active, completed, etc.);
  - Relevant aspects of the project related to this RFP;
  - Key personnel involved; and,
  - Client name, contact person, and his/her current telephone number and email address

#### FINANCIAL RESPONSIBILITY

Provide detailed information regarding how the Project Manager will complete a successful project and manage costs responsibly. Include a RESOURCE ALLOCATION MATRIX AND COST PROPOSAL as described below:

##### RESOURCE ALLOCATION MATRIX

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 and number of hours proposed per task for each team member proposed to provide each type of service.

##### COST PROPOSAL

Each respondent must submit in a **separate sealed envelope** accompanying each Proposal, a "Not-to Exceed Fee;" the Consultant's hourly rate schedule; and an additional resource allocation matrix including all content described above in addition to hourly rates for each team member, fee subtotals for each task, and the total fee for all proposed services.

Sample Cost Proposals may be found at:

<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/chapter10/10h.pdf>

#### UNDERSTANDING OF SCHEDULE

Indicate the timing of availability of the staff to begin work on the project. Specifically, describe the time interval from Notice to Proceed being given to time consultant would be able to begin and complete Tasks S1, S2, S3, E1, E2, E3, and G1, G2 etc.. Describe general timelines required between subsequent tasks or delivery date from the project development team.

#### INNOVATION OR ADVANCED TECHNIQUES

If your team has innovative ideas or advanced techniques that could either improve the project or provide cost savings please provide the detailed information in this section.

#### FAMILIARITY WITH STATE/FEDERAL/COUNTY PROCEDURES

Please describe your project team's familiarity with State, Federal, and County of Santa Barbara procedures. Only provide information that is relevant to this project.

## **REQUIRED STATEMENTS AND EXHIBITS**

- **DURATION**

CONSULTANT shall provide a brief statement affirming that the proposal terms shall remain in effect for ninety (90) days following the date proposal submittals are due.

- **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

CONSULTANT must review the sample agreement and acknowledge their acceptance of the terms of that agreement in the space provided on the Attachment B coversheet. A proposal failing to acknowledge acceptance of the sample Agreement for Services of Independent Contractor will be considered nonresponsive and rejected without evaluation.

- **DISADVANTAGE BUSINESS ENTERPRISE (DBE) INFORMATION**

As stated in the 'GENERAL PROPOSAL INFORMATION' section of this RFP, all DBE requirements must be adhered to (Please refer to Attachment A). Include a statement signed by the owners or authorized individual(s) acknowledging DBE information and requirements.

- Proposal must include Caltrans LAPM Exhibit 10-O1, Consultant Proposal DBE Commitment.
- Successful proposer must execute and return Caltrans LAPM Exhibit 10-O2, Consultant Contract DBE Information prior to execution of Contract.

- **INDIVIDUAL AUTHORIZED TO NEGOTIATE THE CONTRACT**

Please provide us the name of the individual or individuals that are authorized by the firm's owners or representative authorized to negotiate and contractually bind the CONSULTANT with the COUNTY. A statement signed by the owners or authorized individual(s) will be required.

- **SEALED COST PROPOSAL**

Cost proposal must be furnished on the Caltrans LAPM Exhibit 10-H format.

- **CONSULTANT INFORMATION SHEET**

Complete "CONSULTANT INFORMATION SHEET" provided in Attachment C of this RFP.

**It is strongly recommended that the content of proposal only include information described in PROPOSAL CONTENT REQUIREMENTS and aforementioned sections.**

## **IX. CONSULTANT EVALUATION, SELECTION, NEGOTIATIONS AND AWARD**

### **EXHIBITS TO AGREEMENT**

A detailed Scope of Work based on the above tasks developed by Consultant and submitted in proposal will be refined during final negotiations between selected CONSULTANT and COUNTY and will be incorporated into the agreement between COUNTY and CONSULTANT as Exhibit A-1 Consultant Proposal.

### **EVALUATION**

The COUNTY will review proposals for completeness, clarity, and content quality. Each proposal will be reviewed to determine if it meets the requirements contained in "PROPOSAL FORMAT AND CONTENT REQUIREMENTS." If all required information is not provided, a proposal may be considered nonresponsive and rejected. (CALTRANS LAPM Ch. 10 Section 10.5)

The COUNTY will select a committee, comprised of COUNTY staff or other qualified individuals, which will evaluate the submitted proposals. The selection committee will rate and develop a final ranking of each proposal that meets the requirements of the RFP.



## **RANKING AND NOTIFICATION OF CONSULTANTS**

All CONSULTANTS that submitted proposals will be informed about the final ranking of the consultants. CONSULTANTS may request a debriefing to discuss information as to why they were not the highest ranked.

## **CONTRACT NEGOTIATION WITH TOP RANKED CONSULTANT**

The COUNTY will conduct a negotiation meeting with top ranked CONSULTANT. The goal of negotiations is to agree on a final contract that delivers the services, or products required at a fair and reasonable cost to the COUNTY.

Contract terms subject to negotiation include, but are not limited to: work plan; schedule and deadlines; deliverables; classification, wage rates, and experience level of those assigned to project; and cost items, payments and fees. Negotiated items will be incorporated into the agreement between COUNTY and CONSULTANT as Exhibit A-1 Consultant Proposal.

The cost proposal, presented in a sealed envelope, for the most qualified consultant will be opened and used to begin negotiations. If agreement cannot be reached, then negotiations proceed to the next most qualified consultant. An independent cost estimate developed by COUNTY, in advance of receiving proposals, will be used as a tool for negotiations or terminating unsuccessful negotiations with the next most qualified consultant. This estimate may be revised, if needed, for use in negotiations with the next most qualified consultant. Following successful cost negotiations, all remaining sealed envelopes containing cost proposals will be returned to consultants.

If a contract audit and review are required, COUNTY will ensure that all required documentation is provided to Caltrans Audits and Investigations (A&I) in a timely manner, including all documents for a Conformance Review, if applicable. Negotiations may be completed after receipt of the Caltrans A&I Conformance Letter, if applicable. Refer to CONSULTANT CONTRACT AUDIT AND REVIEW PROCESS REQUIREMENTS of this RFP for required documentations.

## **CRITERIA FOR SELECTION**

Rating of the proposal will be based on the following criteria. Maximum points attainable for each criterion are shown, for a total of 100 points:

Understanding of work to be done (25 points) – How well does the project team or project manager understand work to be done, including but not limited to: Coordination with Structures, Roadway, Environmental and Hydraulic design professionals to assist in completion of their tasks; development of the contract documents (input to Plans and Special Provisions regarding all aspects of the PROJECT).

Project Team and Experience with similar projects (25 points) – How closely does the project team selected match the experience required to successfully complete the PROJECT? Prime Consultant and SUBCONSULTANTS responsible for the contract requirements for Structures, Roadway Design, Geotechnical, Hydraulics, Environmental, and Public Outreach will be individually rated.

Understanding of Schedule (15 points) – How well does the CONSULTANT understand the various timelines, does the firm provide a schedule that meets the provided “Important Dates”, and is the schedule feasible?

Familiarity with state/federal/County procedures (15 points) – Based on the proposal how well does the project team understand the State, Federal, and County procedures, guidelines, and standards?

Financial Responsibility (10 points) – Does the project manager provide a project development process that is fiscally responsible? Does the estimate of labor hours seem reasonable for the work to be performed? If so, how feasible and responsible is the plan.

Innovation or advance techniques (10 points) – Does the proposal offer innovative or advanced techniques that result in an improved design, superior performance, and/or a reduction in estimated construction costs or length of construction schedule? If so, how feasible and cost effective are the proposed designs?

**AWARD**

Selected consultant's contract will be awarded by either COUNTY Board of Supervisors or COUNTY Purchasing Agent. Scored evaluations and proposals will be kept confidential to the extent allowable by law.

**X. PROTEST PROCEDURES AND DISPUTE RESOLUTION PROCESS**

Submit any proposal protest before 5:00 PM of the 10th business day following Consultant Notification. Include the name, address and telephone number of your designated representative with a complete statement for grounds of the protest and all supporting documentation attached. The protest statement must refer to the specific portion of the documentation which forms the basis for the protest. The County has the right but not the obligation to request additional information. The party filing the protest must concurrently transmit a copy of the protest statement and any attached documentation to all other parties with a direct financial interest which may be affected by the outcome of the protest. Such parties must include all other proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

Formal protest must be electronically submitted to [pwspecwriters@cosbpw.net](mailto:pwspecwriters@cosbpw.net), and [Bensel@cosbpw.net](mailto:Bensel@cosbpw.net). Please allow 2 business days for confirmation receipt.

The Public Works Director will issue the final determination for a protest. Final determination will be sent in writing to all parties before award.

**END RFP**

**ATTACHMENT A**

**DBE INFORMATION AND REQUIREMENTS**

**EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION**

The Agency has established a DBE goal for this Contract of 6%

**1. TERMS AS USED IN THIS DOCUMENT**

- The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- The term “Agreement” also means “Contract.”
- Agency also means the local entity entering into this contract with the Contractor or Consultant.
- The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

**2. AUTHORITY AND RESPONSIBILITY**

- A. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- B. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

**3. SUBMISSION OF DBE INFORMATION**

If there is a DBE goal on the contract, Exhibit 10-O1 *Consultant Proposal DBE Commitment* must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 *Consultant Contract DBE Information* must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

**4. DBE PARTICIPATION GENERAL INFORMATION**

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- A. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).
- B. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.

- C. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The proposer is a DBE and will meet the goal by performing work with its own forces.
  - 2. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
  - 3. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- E. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- G. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

## 5. RESOURCES

- A. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- B. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
  - 1. Click on the link in the left menu titled *Disadvantaged Business Enterprise*;
  - 2. Click on Search for a DBE Firm link;
  - 3. Click on *Access to the DBE Query Form* located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

## 6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- A. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- B. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the

purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.

- C. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- D. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

**ATTACHMENT B**

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**Acknowledgement of Acceptance of Standard Agreement for Services of  
Independent Contractors**

**E. Mountain Drive Low Water Crossing Project, County Project No. 862357  
Federal Aid Project No. BRLO-NBIL (526)**

Attachment B contains the Standard Agreement used by the COUNTY for Technical Services and added clauses by the State Auditors; no changes will be made to the Standard Agreement language. CONSULTANTS are required to review the Standard Agreement and acknowledge their acceptance of the terms of the Standard Agreement language in the space provided below. A proposal failing to acknowledge acceptance of the Standard Agreement language will cause the proposal to be considered nonresponsive and rejected without evaluation.

\_\_\_\_\_ (print name)  
acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent Contractors".

Signature: \_\_\_\_\_

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



## **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 {ENTER BUSINESS} with an address at {ENTER ADDRESS} (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**

{ENTER REPRESENTATIVE'S NAME} at phone number {ENTER PHONE NUMBER} is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. {ENTER CONTRACTOR REPRESENTATIVE} at phone number {ENTER PHONE NUMBER} 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: {ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP, FAX NUMBER}

To CONTRACTOR: {ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP, FAX NUMBER}

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 (DATE), contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on (DATE), 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 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>.

A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

## **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 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 manner consistent with the standards normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

## **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 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 purchased 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 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 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.

D. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this contract. An affiliated firm is one, which is subject to the control of the same persons through joint- ownership, or otherwise.

E. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this contract is also employed by the construction contractor for any project included within this contract.

F. Except for subcontractor whose services are limited to materials testing, no subcontractor who is providing service on this contract shall have provided services on the design of any project included within 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 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.

D. CONTRACTOR and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. CONTRACTOR Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

- 1) During a Caltrans' review of the ICR audit work papers created by the CONTRACTOR's independent CPA, Caltrans will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and approved by the Department of Audits & Investigations. Provisional rates will be as follows:
  - a) If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
  - b) If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
  - c) If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

- 2) If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. Caltrans will then have up to six (60 months to review the CONTRACTOR's and/or the independent CPA's revisions.
- 3) If the CONTRACTOR fails to comply with the provisions of this Section E, or if Caltrans is still unable to issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
- 4) CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL GAENCY; and, (3) Caltrans has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

## **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. PROCUREMENT OF RECOVERED MATERIALS**

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

**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 {ENTER AMOUNT} 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.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and {ENTER CONTRACTOR}.

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

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

**COUNTY OF SANTA BARBARA:**

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

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

**RECOMMENDED FOR APPROVAL:**

{ENTER DEPARTMENT NAME}

By: \_\_\_\_\_  
Director of Public Works

**CONTRACTOR:**

{ENTER NAME OF CONTRACTOR}

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

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

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

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

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

**EXHIBIT A**  
**STATEMENT OF WORK**

{INSERT STATEMENT OF WORK.}

\_\_\_\_\_ 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 \_\_ 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

#### Lump Sum Contracts

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Exhibit A, Statement of Work of this contract. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 28 Termination.
- C. 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 of any work, or for any work performed prior to approval of this contract.
- D. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY'S Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Section 11 Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:  
  
County of Santa Barbara  
Public Works Department – Transportation Engineering  
123 E. Anapamu St.  
Santa Barbara, CA 93101
- E. The total amount payable by COUNTY shall not exceed \$ {ENTER AMOUNT}.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

## EXHIBIT C

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

#### INDEMNIFICATION

To the fullest extent permitted by law, 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, its agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** 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.

**ATTACHMENT C**

**CONSULTANT INFORMATION SHEET**

CONSULTANT INFORMATION SHEET

NAME OF PROPOSER \_\_\_\_\_

BUSINESS P.O. BOX \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

BUSINESS STREET ADDRESS \_\_\_\_\_  
(include even if P.O. Box used)

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

FAX NO: \_\_\_\_\_

BUSINESS TYPE (Check one): \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship

CONTACT PERSON NAME \_\_\_\_\_

CONTACT PERSON PHONE No. \_\_\_\_\_

CONTACT PERSON E-MAIL \_\_\_\_\_

EMPLOYER'S TAX IDENTIFICATION NUMBER \_\_\_\_\_

PUBLIC WORKS CONTRACTOR REGISTRATION NO. (IF APPLICABLE) \_\_\_\_\_

## EXHIBIT B

### PAYMENT ARRANGEMENTS Lump Sum Contracts

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONTRACTOR will include compensation for all work and deliverables, including travel and equipment described in Exhibit A, Statement of Work of this contract. No additional compensation will be paid to CONTRACTOR, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONTRACTOR and COUNTY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by COUNTY.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONTRACTOR. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 28 Termination.
- C. 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 of any work, or for any work performed prior to approval of this contract.
- D. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY'S Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY that include any equipment purchased under the provisions of Section 11 Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:  
  
Ron Bensel  
123 E. Anapamu St.  
Santa Barbara, CA 93101
- E. The total amount payable by COUNTY shall not exceed **\$466,385.61**.
- F. All subcontracts in excess of \$25,000 shall contain the above provisions.

## 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.
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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.