

ATTACHMENT A – COUNTY STANDARD AGREEMENT

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

Attachment A 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. CONTRACTORS are required to review the Standard Agreement and acknowledge their acceptance of the terms of the Standard Agreement language in the space provided below. Failure to acknowledgement acceptance of the Standard agreement language will cause the rejection of the proposal without further consideration.

GHD Inc. acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent CONTRACTORS."

Signature:  _____
Lindsey Van Parys, PE
Principal, GHD Inc.

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 **GHD Inc.** with an address at **1101 Monterey Street Suite 120, San Luis Obispo, CA 93401** (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

Mark Friedlander at phone number **(805) 568-3576** is the representative of County and will administer this Agreement for and on behalf of County. **Lindsey Van Parys** at phone number **(916) 245-4220** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated County representative may also be referred to herein as the "Contract Administrator."

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: **Mark Friedlander, County of Santa Barbara, Public Works – Transportation**
123 E Anapamu St., Santa Barbara, CA 93101
Ph: (805) 568-3576; Email: mkfriedlander@countyofsb.org

To CONTRACTOR: **Lindsey Van Parys, GHD Inc.**
1101 Monterey Street, Suite 200, San Luis Obispo, CA 93401
Ph: (916) 245-4220; Email: lindsey.vanparys@ghd.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. PERFORMANCE PERIOD

- A. CONTRACTOR shall commence performance on **April 2, 2024** and end performance upon completion, but no later than **June 30, 2027** unless otherwise directed by County or unless earlier terminated.
- B. The Director of Public Works, or designee, may extend the period of performance of this Agreement for up to a period of one year by giving written notice of extension to CONTRACTOR.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County and which is delivered to the address given in Clause 2 "NOTICES" above following completion of the increments identified on Exhibit B. Unless otherwise specified on Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent CONTRACTOR as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which

CONTRACTOR shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save County harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION MANDATORY DISCLOSURE

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

9. TAXES

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

10. CONFLICT OF INTEREST

- A. CONTRACTOR shall disclose in writing any financial, business, or other relationship with County that may have an impact upon the outcome of this Agreement, or any ensuing County construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing County construction project, which will follow.

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years

following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by County or the State, at no charge to County.

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

- A. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- B. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT
- D. County hereby notifies CONTRACTOR that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.
- E. **Statement of Compliance California:**
 - 1) CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
 - 2) During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
 - 3) CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full

F. Federal Assurances:

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

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

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- 2) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 3) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- 9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

- A. By County. County may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
- 1) **For Convenience**. County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
 - 2) **For Nonappropriation of Funds**. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify CONTRACTOR of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.
 - 3) **For Cause**. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should County fail to pay CONTRACTOR all or any part of the payment set forth in Exhibit B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, County shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of County shall be final. The foregoing is cumulative and shall not affect any

right or remedy which County may have in law or equity.

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal

requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

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

32. PRECEDENCE

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

33. HANDLING OF PROPRIETARY INFORMATION

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

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

34. IMMATERIAL AMENDMENTS

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

35. NEWS RELEASES/INTERVIEWS

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

36. FEDERAL AND STATE PREVAILING WAGE RATES

As applicable:

- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. No CONTRACTOR or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- E. Payroll Records
 - 1. As Each CONTRACTOR and Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other

employee employed by the CONTRACTOR or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

- i. The information contained in the payroll record is true and correct.
 - ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
 - i. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
 - ii. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.
 - iii. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or Subcontractor performing the work shall not be marked or obliterated.
 5. The CONTRACTOR shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONTRACTOR or Subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- F. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.
- G. Penalty
1. The CONTRACTOR and any of its Subcontractors shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONTRACTOR or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or Subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

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

H. Hours of Labor

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

I. Employment of Apprentices

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

37. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowable cost(s) of individual items.
- B. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super or Omni

Circular)

- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under applicable Federal Regulations, are subject to repayment by CONTRACTOR to County.
- D. When a CONTRACTOR or Subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.”
- E. All subcontracts shall contain the above provisions.

38. SUBCONTRACTING

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

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney’s fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

- G. Prompt Payment of Withheld Funds to Subcontractors
 No retainage will be held by the County from progress payments due to CONTRACTOR.
 CONTRACTORS and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the COUNTY’s prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or

subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

39. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with [Bill Spiewak & Associates, Calvada Surveying, Watearth, Inc., Yeh & Associates, Inc.](#) as identified in [Attachment D \(Subconsultant List\)](#). CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for County in this Agreement, including audit rights. CONTRACTOR shall ensure subcontractor's compliance with California Labor Code, including but not limited to the payment of prevailing wage when required.

40. EQUIPMENT PURCHASES

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

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

- C. All subcontracts shall contain the above provisions.

41. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County's Deputy Director - Finance and Administration for Public Works.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by County will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this Agreement.
- D. CONTRACTOR and subcontractor Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, County, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by County to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by County at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, County or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and

approved by the County to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

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

Accepted rates will be as follows:

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

42. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

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

- 1) No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection

with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

44. 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.

45. 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 30 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

46. DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS

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

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

CONTRACTOR shall meet the DBE goal shown elsewhere in this Agreement or demonstrate that they made adequate good faith efforts to meet this goal. It is CONTRACTOR's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUPC) database and possess the most specific available North American Industry Classification System (NAICA) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONTRACTOR is responsible to document the verification record by printing out the CUCP date for each firm. A list of DBEs certified by the CUCP can be found at <https://ucp.dot.ca.gov/index2.jsp>.

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

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

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

B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONTRACTOR or subcontractors shall be in accordance with information contained in Exhibit 10-02: CONTRACTOR Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

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

D. Contract Assurance

Under 49 CFR 26.13(b):

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

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

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

E. Termination and Substitution of DBE Subcontractors

CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONTRACTOR obtains the COUNTY's written consent. CONTRACTOR shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 CONTRACTOR Contract DBE Commitment form, included in the Bid.

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

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
3. Work requires a Professional license and listed DBE does not have a valid license under CONTRACTORs License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.

8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The COUNTY determines other documented good cause.

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

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

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

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

F. Commitment and Utilization

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

The CONTRACTOR shall:

1. Notify the COUNTY's contract administrator or designated representative of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business (see Exhibit 9-F Monthly Disadvantaged Business Enterprise Payment)

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

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

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

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

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT, as set forth in 49 CFR § 26.55.

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

47. FUNDING REQUIREMENTS

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

48. SAFETY

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code § 591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

49. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

50. PROMPT PAYMENT FROM THE COUNTY TO CONTRACTOR

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

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

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

51. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- F. See Public Law 115-232, section 889 for additional information.
- G. See also 2 CFR § 200.471.

52. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

53. TITLE VI ASSURANCES

APPENDICES of the TITLE VI ASSURANCES

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

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

or interest therein to a COUNTY.

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

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

APPENDIX A

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

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

APPENDIX C

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

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

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

- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

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

APPENDIX D

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 +U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CONTRACTOR SIGNATURE PAGE

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

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

CONTRACTOR:

Lindsey Van Parys, GHD, Inc.
GHD Inc.
1101 Monterey Street, Suite 120
San Luis Obispo, CA 93401

License No: N/A
Business Type: Corporation
Lindsey.vanparys@ghd.com
(916) 245-4220

By: 
Authorized Representative

Date: 2/27/2024

COUNTY SIGNATURE PAGE

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

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Steve Lavagnino

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Scott D. McGolpin
Director of Public Works

By: _____
Department Head

DocuSigned by:
Scott McGolpin
2C7CB4830C5741E...

APPROVED AS TO FORM:

Greg Milligan
Risk Manager

By: _____
Deputy

DocuSigned by:
Greg Milligan
05F555F00269466...

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

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

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

DocuSigned by:
Rachel Van Mullem
5DB10E553F3444F...

Exhibit A – Scope of Work

Lindsey Van Parys and Thomas Conti, GHD Inc. 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.

TASKS AND DELIVERABLES

Required Deliverable Format:

PROJECT deliverables shall be submitted for review by the COUNTY, regulatory agencies, utility companies, and all other agencies having jurisdiction. All work products shall be delivered in file or data formats compatible with COUNTY systems. The COUNTY shall be copied on all correspondence.

Submittal milestones shall be described below:

- Environmental Documentation & related studies
- 50% Preliminary Drawings & Cost Estimate for up to three project alternatives
- 95% Plans, Specifications, & Estimates, and copies of all studies and calculations
- 100% Plans, Specifications, & Estimates and copies of all studies and calculations
- Right-of-Way documentation & engineering
- Bid-ready Plans, Specifications, & Estimates

Initial submittals shall include all preliminary information needed by COUNTY staff to accept a package for review. Underlying data should be provided in both an ESRI shape file format and AutoCAD Civil3D format, geo-referenced to appropriate California Coordinate system and vertical datum to allow import into a GIS system. 3D renderings will be necessary for PROJECT exhibits.

Initial submittals of plans shall be electronic copies. Final submittals shall incorporate all responses to all stakeholders' agency comments. Submittals that do not address all stakeholder comments will be rejected. A response matrix shall be provided along with resubmittals. Electronic files shall be provided for the 50 percent, 95 percent design, and 100 percent design submittals in Adobe PDF format. The 100 percent submittal shall also include the original AutoCAD files, geo-referenced to allow import into a GIS system. Electrostatic plots are not acceptable. Electronic files of all documents shall also be made available on a dedicated FTP site created for this PROJECT and provided for by Consultant, as well as on a CD or DVD. Electronic files for reports and summaries shall be submitted in their original format, i.e., Microsoft Word/Excel and in Adobe PDF formats.

PS&E submittals shall conform to the requirements of the agency to which the packages are being submitted. Paper copies shall be submitted until the plans are approved. Right-of-way documentation submittal shall include survey information, an overall right-of-way map, preliminary title reports, plats and legal descriptions, deeds, easement documents, and "Right-of- Entry" forms. Final bid-ready plans shall be submitted, along with high quality PDF format, and in electronic file (AutoCAD Civil3D) format, in accordance with COUNTY standards, or standards of the agency having jurisdiction.

All final surveys, studies, calculations, designs, reports, maps, legal descriptions, plans, specifications, and estimates shall include all original documents with seals and wet-signed signatures by registered professional land surveyors, engineers, or architects licensed in the State of California.

All data, information, documents, calculations, reports, plans, specifications, quantity take-offs, estimates, or any other item collected or prepared in electronic format as part of the design of this PROJECT are the property of the COUNTY. The CONSULTANT shall submit all these items to the COUNTY at the completion of the PROJECT. All original documents and electronic files shall become the property of the COUNTY and may be used by the COUNTY and/or its assignees without written permission from or additional compensation to the consultant.

Phase I – Project Approval & Environmental Documentation (PA&ED)

A. Project Coordination Services

- *A.01: Project Kick-Off*
- *A.02: Project Development Team (PDT) Meetings*
- *A.03: Project Schedule*
- *A.04: Cost Accounting*
- *A.05: Project Management, Quality Assurance/Quality Control*

- A.06: *Permitting Assistance*
- A.07: *Stakeholder Coordination/Public Meetings*
- B. Data Collection and Analysis**
 - B.01: *Review of Existing Plans, Studies, and Other Relevant Documentation*
 - B.02: *Underground Utility Mapping*
 - B.03: *Topographic Survey and Base Mapping*
- C. Technical Studies**
 - C.01: *Arborist Report*
 - C.02: *Stormwater Management Plan*
- D. Utility Coordination**
- E. Preliminary Design Services**
 - E.01: *Preliminary Design (50%)*

Phase II – Right of Way (ROW)

- F. Legal Descriptions and Exhibits**
- G. Utility Relocation Coordination**

Phase III – Final Design Phase (Plans, Specifications, And Estimates Phase)

- H. Final Design Services (Plans, Specifications, And Estimates Phase)**
 - H.01: *95% Draft Construction Documents*
 - H.02: *100% Draft Construction Documents*
 - H.03: *Bid-Ready Construction Documents*

Phase 1 – Project Approval & Environmental Documentation (PA&ED)

Task A: Project Coordination Services

CONSULTANT project manager will coordinate with COUNTY and design staff, utility companies, sub-consultants, and other agencies as necessary on an on-going basis throughout all phases of the Project. This task also includes project schedule creation and maintenance as tasks are completed, development of a project approval process flowchart, internal QA/QC, document review, and day-to-day project coordination efforts including general correspondence and telephone/zoom conferencing as required to support COUNTY staff during the Project's development.

In order to ensure timely progression of the Project from inception to final deliverable, the following Subtasks are anticipated:

Subtask A.01: Project Kick-off

The CONSULTANT shall schedule and conduct a Project kick-off meeting within three (3) weeks of Notice to Proceed to discuss PROJECT details, establish goals, review the PROJECT schedule and coordinate efforts. COUNTY staff will work in conjunction with the CONSULTANT to develop a list of key stakeholders that will make up Project Development Team (PDT) prior to the Project kick-off meeting. Once the stakeholders are identified, the CONSULTANT shall contact all members of the PDT to coordinate the scheduled meeting date, location, and time. A meeting notice, agenda, and meeting minutes (noting all action items) shall be prepared by the CONSULTANT for the kick-off meeting. This meeting will also provide a forum to discuss outstanding data needs and set dates for upcoming meetings and workshops.

Deliverables:

- Meeting agenda and meeting notes with action item list - one (1) electronic file (Adobe PDF) copy.

Subtask A.02: Project Development Team (PDT) Meetings

CONSULTANT project manager, and appropriate team member(s), will prepare for and facilitate monthly meetings with the PROJECT team over the course of the PROJECT. These meetings will provide an opportunity to collectively review, discuss, and clarify any design issues so that work may proceed forward in an efficient manner. An action item list and a status of Project deliverables shall be updated on an ongoing basis (monthly) and be made available for each PDT meeting.

Deliverables:

- Prepare for and facilitate monthly PDT meetings. Note PDT meetings may be more frequent given project phase demands.

- Prepare and distribute meeting agenda, updated schedule and notes.

Subtask A.03: Project Schedule

The CONSULTANT shall, within four (4) weeks of Authorization to Proceed, provide a detailed project baseline schedule (Project Schedule), indicating milestones, major activities, and deliverables, to the COUNTY for review and comments. The CONSULTANT shall update the Project Schedule as required and include it with each PDT meeting package and monthly progress report. The CONSULTANT shall provide justification for any project delays and provide a recovery schedule.

Deliverables:

- One (1) electronic file (Adobe PDF) copy of each month's updated Project Schedule for the Project duration.

Subtask A.04 Cost Accounting

The CONSULTANT shall submit monthly invoices that indicate: 1) the total contract amount, 2) all costs incurred for specific tasks performed for the period (actual and percentage), 3) costs incurred to date (actual and percentage), and 4) estimates percentage of completion for each task. Invoices shall include the Agreement (Contract) Number, Project, and invoice numbers on a form provided by the COUNTY (or in a format acceptable to the COUNTY). Charges for each of the individual tasks shall be listed separately, including reimbursable expenses.

Deliverables:

- One (1) electronic file (Adobe PDF) copy of each month's invoice.

Subtask A.05 Project Management and Quality Assurance / Quality Control

The CONSULTANT shall provide a Project Manager who will generally be responsible for this contract, including any proposed subconsultants, and who will be the primary point of contact to the COUNTY. The Project Manager will coordinate all necessary work between proposed subconsultants of this contract. The Project Manager will also be responsible for coordinating with existing consultants already on contract with the COUNTY for this project, at the discretion of the COUNTY, for the purpose of finalizing existing information and reports into their final drafts necessary for successful permitting and completion of the PROJECT.

The CONSULTANT shall plan for and ensure Quality Assurance and Quality Control (QA/QC) during the entire PROJECT. The Project Manager will submit a Quality Assurance/Quality Control program, outlining a hierarchical flowchart for the CONSULTANT, as well as the individuals responsible for each PROJECT task. The Project Manager shall be responsible for maintaining the project schedule and ensuring QA/QC procedures are followed by submitting monthly progress reports to the COUNTY. The CONSULTANT shall also ensure that all design calculations, deliverables, and other works are independently verified to ensure accuracy. Exhibits and plans should be checked, corrected, and backchecked for accuracy and completeness.

Deliverables:

- One (electronic file (Adobe PDF) copy of final QA/QC Plan.

Subtask A.06: Permitting Assistance

The PROJECT is located within the Coastal Zone and will require coastal review. CONSULTANT to assist COUNTY staff with necessary technical information and exhibits for the application.

Consultant shall prepare plans, renderings, and a photo exhibit and shall be present for up to two meetings with the Coastal Commission.

On-street parking will be removed and require coordination with the Coastal Commission. The CONSULTANT shall assist COUNTY staff in the preparation of exhibits depicting the parking spaces to be removed.

Deliverables

- Exhibits and technical information for the Coastal Development Permit.
- Prepare plans and exhibits for two meetings with the Coastal Commission. Attend and present at meetings
- Exhibits depicting the parking to be removed.

Subtask A.07: Stakeholder Coordination/Public Meetings

CONSULTANT to assist with presentation preliminary design at the following public venues:

- Public Outreach Open House (two meeting in-person and two virtually)

CONSULTANT to lead a Public Outreach Open House. CONSULTANT to provide design exhibits and PowerPoint slides to communicate the PROJECT's key aspects, constraints/opportunities, and cost estimates.

- Isla Vista Community Services District (IVCSD)

CONSULTANT to assist COUNTY staff to prepare for and present to the IVCSD Board for review including providing plans and technical information to the COUNTY for the presentation.

Deliverables:

- Prepare for, lead, and attend two open houses (in-person and virtual)
- Prepare for and lead two additional meetings with IVCSD
- PowerPoint Presentation and Exhibits

Task B: Data Collection and Analysis

Subtask B.01: Review of Record Drawings, Studies, and Other Relevant Documentation

The CONSULTANT, with the assistance of the COUNTY, shall assemble all available information and reports pertaining to the Project including utility information, aerial maps, survey and right-of-way data, geotechnical reports, traffic analysis, structural analysis reports, environmental and biological studies, and any additional pertinent information for the PROJECT to develop preliminary engineering.

The COUNTY will provide copies of all records that are available. For all other records needed for the design of the PROJECT, the CONSULTANT shall be responsible to research existing reports, obtain, and review all pertinent Project-related data needed to prepare a complete PS&E package.

Deliverables:

- Document list (matrix) of pertinent information required for the Project – one (1) electronic file copy in original file format.

Subtask B.02: Underground Utility Mapping

CONSULTANT will locate detectable utilities along road areas identified on PROJECT concept plans from 5 feet behind the back of sidewalk to 5 feet behind the back of sidewalk.

A variety of utility investigation equipment and techniques, including Radio Detection and Ground Penetrating Radar (GPR), will be used to locate subsurface utilities. Locating of utilities will be performed only at locations delineated in accordance with the Common Ground Alliance (CGA) Best Practices.

Indications found during Utility Locating will be marked directly on the scanning surface utilizing the American Public Works Association (APWA) Uniform Color Code. Utility Locating services shall include only those materials commonly used for locating and marking indications. Clear access to scanning areas shall be provided by the COUNTY.

Deliverables:

- Electronic data to be included as part of the deliverable for base map in Subtask B.03

Subtask B.03: Topographic Survey and Base Mapping

Using the horizontal and vertical control values provided by the CONSULTANT, consultant to conduct survey work within the project area to create a base map file suitable for final design work. Survey must include from 5ft behind back of sidewalk to 5ft behind back of sidewalk : contours at 0.5-foot intervals with planimetric features, including detail on roads, fences, power poles, trees (need to identify tree species and diameter breast height), brush, and other aboveground features like utilities, drainage structures, driveways, hardscape, signs, striping, inverts on storm drain and sewer manholes and drop inlets, sidewalks, ramps and other aboveground pertinent information according to standard practice. High and low points shall be included. This task will include establishing horizontal and vertical survey control. Accuracy will equal or exceed national map accuracy standards for topographic maps. The finished product will be available in digital format compatible with AutoCAD Civil 3D.

1) All boundary line data shall include all distance, bearing, delta, and other necessary information for all

properties within the survey area.

2) General building outlines and locations shall be depicted with building setbacks by bearing and distance from each major corner.

3) Properties which abut the proposed multiuse path shall be properly identified, showing distance to the nearest known datum point along the right-of-way.

Deliverables:

- A civil 3D computer-aided design (CAD) file compatible with the latest version, including elevations, feature lines, surfaces, a list of all abbreviations used to identify features, datum that was used to perform the survey, ROW delineation, and utility locations.
- A digital copy of documents used to determine ROW, utility locations and easements.

Task C. Technical Studies

As part of the design review of the Project, several studies may be required by Caltrans and/or the COUNTY. The list of studies is based on assumptions by staff, proposals shall include these studies in the proposed scope and shall be separated out in the Cost Proposal and subject to revision as part of preliminary environmental review.

Subtask C.01: Arborist Report

CONSULTANT team to perform a reconnaissance survey of the proposed PROJECT improvements, with a focus on those trees within proposed construction zones with potential to be impacted by PROJECT construction. Trees with potential to be damaged or removed by project construction would be cataloged by species, with stature, overall health, projected damage and potential recommended mitigation measures identified as needed based on COUNTY or other accepted standards. CONSULTANT to include the following in the report:

1. Scope of Project and Project Limits
2. Observations
3. Tree Inventory
 - a. Tree Species
 - b. Diameter in inches
 - c. Height, estimated to within 5 feet
 - d. Crown spread, estimated to within 5 feet
 - e. Visual assessment of tree conditions
 - f. Extent of trunk or major limb mechanical damage and scarring (root pruning, etc.)
 - g. Tree in need of more comprehensive inspection – noted Yes or No
 - h. Maintenance Recommendations
4. Mitigation Planting, Maintenance and Monitoring. Mitigation in consultation with COUNTY arborist.
5. General Tree Protection Measures
6. Mapping of trees (work with surveyor for mapping and tree identification)
7. Conclusions
8. References
9. Arborist's Disclosure and Certification of Performance

Deliverables:

- Draft Arborists Report
- Final Arborists Report

Subtask C.02: Stormwater Control Plan

The PROJECT must comply with COUNTY'S Stormwater Technical Guide based on the project Tier. It is assumed the project will be Tier 4, however the tier determination will be made at concept design through the identification of new impervious, replaced impervious, and removed impervious areas. Tier 4 projects are required to incorporate design solutions to meet the Santa Barbara County Flood Control District's storm water requirements for (1) water quality treatment, (2) peak runoff discharge rate, and (3) volume reduction for the entire project site (refer to item c below). Items a through c below must be addressed with the Preliminary Design Plans. The remaining items are need for Final Design and Construction Plans. Refer to the COUNTY's Stormwater Technical Guide for more information regarding BMP options: <https://www.countyofsb.org/2324/New-Redevelopment>.

- a. Include a grading and drainage plan that indicates where storm water from all impervious areas for the entire project site will be treated (i.e. clearly show how all hardscape within the project site

will be treated by proposed BMPs). It must be demonstrated that no runoff requiring treatment is bypassing the proposed BMPs.

- b. A hydrology/storm water report is required.
- c. To determine the project site (i.e., area where all impervious area must be tributary to proposed storm water treatment improvements), prepare an exhibit in the plan set (separate from the site plan) that identifies all proposed new, redeveloped, and removed impervious area. Also, confirm that the scale is accurately imbedded in the plan set pdf file, so it is possible to confirm the sf of each feature using the Adobe measuring tool within the pdf. For the new, redeveloped, and removed impervious areas identified on the exhibit, itemize each feature (i.e., provide the sq. ft. of every improvement individually with a call-out) and provide overall totals for each category.
- d. Infiltration of storm water is required. Consider implementing natural filtration devices, such as swale-like landscaping, other bioretention designs or permeable paving that allows infiltration of storm water into the soil for water quality treatment.
- e. Include a description of proposed storm water BMPs in the scope of work or project description section of the plan cover sheet
- f. Include the locations of all BMPs on the site plan and provide a reference to the details on the Civil sheets.
- g. Include cross-section details of all proposed BMPs that demonstrate compliance with the COUNTY's Stormwater Technical Guide.

Deliverables:

- Draft Stormwater Control Plan
- Final Stormwater Control Plan

Task D: Utility Coordination

CONSULTANT shall coordinate with all potentially affected utility companies with the PROJECT limits to ensure that all existing facilities are identified accurately during the final design phase. CONSULTANT will coordinate, prepare, and submit all utility letters on behalf of the COUNTY. This work includes, but is not limited to, researching potentially affected utilities, obtaining atlas maps, and preparing any associated maps or plans on behalf of the COUNTY. The CONSULTANT shall review preliminary utility survey and plans completed during the preliminary engineering phase for the PROJECT to verify that all affected utilities, including, but not limited to water, electric, gas, communication, storm drain, and sewer utilities have been identified in within the PROJECT limits. COUNTY staff will provide the CONSULTANT with any available information, relevant to the PROJECT, including as-builts and previous mapping completed in AutoCAD/GIS.

The CONSULTANT shall address any utility conflicts by modifying the design of the improvements or designing any required utility relocations, if the relocation is not covered by a franchise agreement. The design for any utility relocation shall conform to the standards of the utility owner. If utility relocations are necessary for the PROJECT, the CONSULTANT shall also be responsible for preparation and submittal of all required Caltrans forms and obtaining written authorization from Caltrans (E-76) to proceed with utility relocations.

Research should include both a field review/field work and review of available as-built drawings and encroachment permits for the PROJECT area. The results of this review shall be a final database of utility records indicating type of utility, owner, drawing number, and other relevant information. CONSULTANT shall also prepare a final base utilities map of the PROJECT area showing locations of all existing utilities.

1) Utility Coordination: Develop a preliminary utility database and base map indicating any major utilities including national-trunk fiber-optic telecommunications, oil lines, and (reclaimed) water lines. The CONSULTANT shall coordinate with all the affected utility companies and governmental agencies to obtain precise horizontal and vertical locations of their existing facilities. Said information shall be clearly shown and noted on the plans and taken into consideration for the final design for the PROJECT. The CONSULTANT shall keep accurate records of all correspondence with affected utility companies and governmental agency representatives.

2) Utility Location / Depth Verification: In order to significantly reduce the risk of loss of property, damage, and injury associated with contacting or cutting underground utilities, the CONSULTANT shall perform utility excavations (methodologies include potholing or Electronic Depth Verification), to confirm that the location and depth of affected utilities are correctly identified for final design and to avoid conflicts during construction. Dig Alert shall also be contacted to mark utility alignment in the field prior to any subsurface activity.

The CONSULTANT shall identify all critical utilities (if any) that should be potholed or verified via Electronic Depth Verification (conductive / inductive locating). Potholing work shall be conducted by the CONSULTANT, or

coordinated through a licensed sub-consultant whose area of specialty is potholing utilities. In certain cases, specific utility companies have noted that potholing will be conducted in-house. Subsequently, the CONSULTANT shall work with the COUNTY and individual utility owner(s) to identify which utility companies will conduct their own potholing activities.

The CONSULTANT shall determine the precise horizontal and vertical location of each utility that is potholed. This list of required potholes and the schedule to commence work shall be coordinated with the individual utility owner(s) and also shall be approved in advance by the COUNTY. The Consultant shall notify the COUNTY at least 48 hours prior to potholing utilities. Immediately after determining the precise location and depth of the utility, potholes shall be backfilled with non-shrink grout or an alternate material acceptable to the COUNTY Public Works Department.

3) The CONSULTANT shall coordinate with the COUNTY and other private service providers in regards to traffic control and staging of other field work. The CONSULTANT shall also coordinate and cooperate with the COUNTY and all affected utility companies for their design of utility and fiber relocations and possible undergrounding of overhead utilities. The CONSULTANT shall incorporate design and approval timelines needed by utilities to ensure PROJECT milestones are met.

The CONSULTANT or sub-consultant shall provide all required traffic control measures during excavation work in accordance with the latest edition of the California Manual of Uniform Traffic Control Devices.

The CONSULTANT shall submit a report listing all of the information obtained during potholing of existing utilities. The pothole information shall be shown on a map in plan and profile views. The report shall list the impact on the current 30% design and later design phases for PROJECT and recommended any necessary changes to the design if necessary. The CONSULTANT shall indicate all utility work on the plans and in the specifications. The CONSULTANT shall also provide copies of the plans in digital format if requested by the utilities.

Deliverables:

- Utility Letter A, per affected utility (1 WORD version and 1 PDF version)
- Utility Letter B, per affected utility (1 WORD version and 1 PDF version)
- Existing Utility Plan

Task E: Preliminary Design Services

Subtask E.01: Preliminary Design (50%)

Complete Preliminary Drawings and Cost Estimate: Consultant shall prepare preliminary design (35%) drawings for up to three PROJECT alternatives. Design should conform to Caltrans Highway Design Manual for Bicycle Facilities, California Manual of Uniform Traffic Control Devices, Public Right-of-Way Accessibility Guidelines and other requirements. Changes to roadway cross sections or roadway intersections should conform to applicable Caltrans and COUNTY design standards. Structural design elements shall consider requirements of relevant agencies. CONSULTANT shall prepare Project cost estimates based on these drawings and other investigations and studies, broken down by major cost elements for final design, right-of-way, construction, and construction management. This 35% conceptual design will be used to identify and compare any coastal permitting and environmental impacts.

Deliverables:

- Design documents (50%) and cost estimates for up to three alternatives. Exhibits and visuals, including renderings, posters, etc. to be used for the outreach process and public meetings.
- The 50% design submittal shall include one (1) electronic file (Adobe PDF) copy of the plans, outline specifications and construction cost estimate.
- Schematic design plan. Plan shall incorporate environmental and technical constraints/opportunities mapping. Plan shall also include title sheet, path layout (plan and profile), striping, grading and drainage, landscaping, utility, lighting/electrical(if needed), storm water plan, construction staging and traffic control plan. Plan shall include detail sheets of materials/products used.
- Analysis that design complies with AASHTO/MUTCD Standards and whether any design exceptions would be required.
- Analysis that Project meets ADA and PROWAG regulations.
- Architectural Renderings (3D graphics of cross sections along various sections of the PROJECT).
- Storm Water Management Report
- Engineer's Cost Estimate.

Phase II – Right of Way (ROW)

Task F: Legal Descriptions and Exhibits

CONSULTANT to prepare legal descriptions and plats for any anticipated Right-of-Way encroachments and required temporary construction easements. Draft legal descriptions and exhibits to be provided for review and comments by the agencies and based on any comments or revisions received from the COUNTY. CONSULTANT to make final corrections and deliver scanned and signed legal descriptions and plats to the COUNTY. CONSULTANT will prepare all necessary exhibits and agreements with all property owners affected by the final PROJECT. This includes any incidental or supplemental survey work that may be necessary to complete the task. This work will also include preparing applicable revisions to record maps, as well as preparing legal descriptions and depictions stamped by a Licensed Surveyor in the State of California. All documents will be submitted to the COUNTY for review and for final filing purposes. All work and deliverables will be performed by appropriate staff and in accordance with Caltrans and COUNTY policies.

Deliverables:

- Appraisal (1 hard copy and 1 electronic version, each parcel)
- Survey Files, as required (1 electronic version per COUNTY standard)
- Legal description and plats for Right-of-Way Encroachment and temporary construction easements
- Negotiate and present offers to property owners for temporary and permanent acquisitions

Task G: Utility Relocation Coordination

CONSULTANT shall be responsible for coordinating all required utility relocations as a part of the PROJECT. Utility relocations may include publicly owned and privately owned utilities, and either temporary or permanent relocations. The CONSULTANT shall diligently pursue all relocations to the completion of relocation plans and provide notices to owners of all relocations, timeline for relocation, and include this information in the construction specifications. The CONSULTANT shall prepare plans for the relocation of any COUNTY owned utility.

Deliverables:

- Utility relocation plans (County owned facilities)
- Utility relocation plans (draft and final) from private utilities in conflict with project

Phase III – Final Design Phase (Plans, Specifications, and Estimates Phase)

Task H: Final Design Services (Plans, Specifications, and Estimates)

Subtask H.01: 95% Draft Construction Documents

Once the COUNTY receives the 50% design submittal (Subtask E.01), the CONSULTANT shall schedule a meeting with the COUNTY and PDT members to review the revisions on the design submittal package. Following this review session(s), the CONSULTANT shall prepare the 95% design submittal.

The PROJECT design shall essentially be complete for this submittal. All comments from the 50% submittal review shall have been addressed. The CONSULTANT shall address all relevant items in the LAPM and adhere to all federal, state, and local requirements, regulations, guidelines, and standards for the PS&E package. Included in the submittal shall be a digital copy of the plans, specifications, engineer's estimate.

As part of the 95% design submittal to the COUNTY, the CONSULTANT shall schedule a PDT meeting to present the draft 95% design to PROJECT stakeholders for review and comments. Once the 95% design is presented, the CONSULTANT shall distribute an electronic copy of the 95% design submittal to members of the PDT team (one [1] set for each agency) for further comments.

Deliverables:

- The final 95% design submittal shall one (1) electronic file (Adobe PDF) copy of the plans, specifications, and engineer's estimate; and one (1) electronic file copy in original file format of the specifications and engineer's estimate shall also be provided.

Subtask H.02: 100% Draft Construction Documents

Once the COUNTY receives the final 95% design submittal (Subtask H.01), the CONSULTANT shall schedule a meeting with the COUNTY and PDT members to review the revisions on the final 95% design submittal package.

Following this review session(s), the CONSULTANT shall prepare the 100% PS&E Package. The CONSULTANT

shall comply with Chapter 12 of the latest Caltrans Local Assistance Procedures Manual (LAPM), including timely support of the COUNTY's preparation and submittal of all required Caltrans forms, and obtaining written authorization from Caltrans (E-76) to proceed with construction.

The CONSULTANT shall also ensure that all design calculations, deliverables, and other works are independently verified to ensure accuracy. All exhibits, plans, and reports should be checked, corrected, and backchecked for accuracy and completeness.

Included in the final submittal shall be three (3) sets of full-sized plans, three (3) copies of the specifications, and three (3) copies of the engineer's estimate. Additionally, two (2) copies of the required LAPM documents and exhibits for PS&E submittal to Caltrans, plus one (1) electronic file copy in original file format and one (1) electronic file (Adobe PDF) copy of each document and exhibit shall be submitted.

The PS&E must be certified prior to submission to Caltrans. The CONSULTANT shall assist the COUNTY in certifying the Project PS&E for compliance with all applicable federal and state regulations and procedures. A preliminary "PS&E Checklist" form, included as Exhibit 12-D in Chapter 12 (Plans, Specifications & Estimate) of Caltrans' Local Assistance Procedures Manual, which summarizes the items requiring local agency compliance and identifies critical federal requirements, shall be prepared by the Consultant. With prior approval and consent from the COUNTY, the CONSULTANT shall prepare the final project PS&E Checklist, PS&E Certification Letter (Exhibit 12-C, LAPM Chapter 12), and preliminary estimate to be submitted to the Caltrans District Local Assistance Engineer (DLAE) along with a completed E-76 - "Request for Authorization" to proceed with construction. The PS&E Certification shall be signed by the CONSULTANT'S design engineer responsible for the Project.

Deliverables:

- The final 100% design submittal shall include One (1) electronic file (Adobe PDF) copy of the complete plan set (stamped and signed); and one (1) electronic file copy of all plans, specifications, engineer's estimate, and LAPM documents and exhibits in original file format shall also be provided.

Exhibit B – Payment Arrangements Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 981,481.
- B. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in Exhibit A (Scope of Work) and Attachment D (Subconsultant List) as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in Exhibit B-1 (Cost Proposal and Schedule of Fees).
- C. Extra work required to complete the project may be authorized only if Contractor receives written approval by the County's designated representative at the same rate per unit as defined in Exhibit B-1 (Cost Proposal and Schedule of Fees). The total amount of this contingency fund is 10% of the agreement amount or \$98,149.
- D. Monthly, CONTRACTOR shall submit to the COUNTY Designated Representative an invoice or certified claim on the COUNTY Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of Exhibit B-1 (Cost Proposal and Schedule of Fees) shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- F. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Santa Barbara County Public Works, 123 E. Anapamu Street, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/pwd>.

Exhibit B-1 – Cost Proposal & Schedule of Fees

Description	Project Director	QA/QC	Project Manager	Design Lead	Sr Design	Jr Design	Traffic Lead	Traffic Support	Landscape Lead	Landscape Support	Landscape Support	Landscape Support	Landscape Support	Public Outreach Support	Coastal Commission	Project Support	Project Support	Total Hours	Labor Total	Bill Spiewak	Cal Vada	Hammer	WatEarth	Yeh	Total Subs	Disb.	Total Disb.	Estimated Project Total		
	Lindsey Van Parys	Jay Walter	Thomas Conti	Chnein Otto	Haytham Daas	Summer Merrill	Frank Pemry	Travis Low	Lucas Piper	Tom Hessel	Tyler Burkart	Laura Goller	Kristen Orth Gordinier	Brian Leslie	Jenni Richards	Heather Medina														
	\$275	\$254	\$230	\$213	\$193	\$131	\$254	\$213	\$213	\$193	\$172	\$131	\$179	\$230	\$141	\$141														
Phase I - Project Approval & Environmental Documentation (PA&ED)																														
Task A Project Coordination Services	18	26	90	86	8	12	12	0	12	0	0	0	166	114	60	80		684	\$134,966	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	PA&ED Subtotal	\$673,448
A.01 Project Kick-Off	2	2	8	8			4		4					2				30	\$6,930											\$6,930
A.02 Project Development Team Meetings	8		30	30	8		4		6					8	24			118	\$26,280											\$26,280
A.03 Project Schedule			12	12														24	\$5,316											\$5,316
A.04 Cost Accounting	2		6													60	80	148	\$21,670											\$21,670
A.05 Project Management, Quality Assurance/Quality Control	2	24	16	16			4		2					4	8			76	\$17,732											\$17,732
A.06 Stakeholder Coordination	2		4	4										60				70	\$13,062											\$13,062
A.07 Permitting Assistance	2		6	8		12								36	80			144	\$30,050											\$30,050
A.08 Public Meetings			8	8										58				74	\$13,926											\$13,926
Task B Data Collection & Analysis	0	0	16	0	20	52	0	0	0	4	0	0	0	0	0	0	0	92	\$15,124	\$0	\$125,350	\$0	\$0	\$0	\$125,350	\$0	\$0	\$0	\$0	\$140,474
B.01 Review Existing Plans, Studies and Other Relevant Documentation			4		8	20			4									36	\$5,856											\$5,856
B.02 Underground Utility Mapping			4		16													20	\$3,016		\$8,300							\$8,300	\$11,316	
B.03 Topographic Survey and Base Mapping			8		12	16												36	\$6,252		\$117,050							\$117,050	\$123,302	
Task C Technical Studies	0	0	18	0	24	24	0	0	8	8	0	0	0	0	0	0	0	82	\$15,164	\$12,000	\$0	\$0	\$117,960	\$48,700	\$178,660	\$0	\$0	\$193,824		
C.01 Arborist Report			2						4									6	\$1,232	\$12,000									\$13,232	
C.02 Stormwater Management Plan			16		24	24			8	4								76	\$13,932			\$117,960	\$48,700	\$166,660					\$180,592	
Task D Utility Coordination	0	0	8	0	0	40	0	0	0	0	0	0	0	0	0	0	0	48	\$7,080	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,080	
Utility Coordination			8		40	40												48	\$7,080											\$7,080
Task E Preliminary Design Services	0	16	60	48	342	312	12	192	12	24	32	42	0	0	0	0	0	1092	\$197,104	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$197,104	
Preliminary Design (50%)		16	60	48	342	312	12	192	12	24	32	42						1092	\$197,104											\$197,104
Phase II - Right of Way & Utilities (ROW)																														
Task F Legal Descriptions and Exhibits	8	0	28	0	0	16	0	0	0	0	0	0	0	0	0	0	0	52	\$10,736	\$0	\$24,500	\$70,088	\$0	\$0	\$94,588	\$0	\$0	\$105,324		
F.01 Legal Descriptions and Exhibits			4			16												20	\$3,016		\$24,500							\$24,500	\$27,516	
F.02 Right of Way Services	8		24															32	\$7,720		\$70,088						\$70,088	\$77,808		
Task G Utility Relocation Coordination	0	0	8	8	8	48	0	0	0	0	0	0	0	0	0	0	0	72	\$11,376	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,376	
Utility Relocation Coordination			8	8	8	48												72	\$11,376											\$11,376
Phase III - Plans, Specifications and Estimate (PSE)																														
Task H Final Design Services	0	8	68	48	208	298	14	140	0	20	56	72	0	0	0	0	0	932	\$163,378	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$163,378	
H.01 95% Draft Construction Documents		8	42	28	112	190	8	68		10	28	72						566	\$96,856										\$96,856	
H.02 100% Draft Construction Documents			20	16	80	92	4	48		6	20							286	\$51,338										\$51,338	
H.03 Bid Ready Construction Documents			6	4	16	16	2	24		4	8							80	\$15,184										\$15,184	
Other Direct Costs (ODC)																														
Salary Increase (5%)																				\$0							\$14,900	\$14,900		
Expenses																				\$0							\$13,065	\$13,065		
Total Labor Hours	26	50	296	190	610	802	38	332	32	56	88	114	166	114	60	80														
Estimated Project Total	\$7,150	\$12,700	\$68,080	\$40,470	\$117,730	\$105,062	\$9,652	\$70,716	\$6,816	\$10,808	\$15,136	\$14,934	\$29,714	\$26,220	\$8,460	\$11,280		3054	\$554,928	\$12,000	\$149,850	\$70,088	\$117,960	\$48,700	\$398,598	\$27,965	\$27,965	\$981,491		

ISLA VISTA ATP - ASSUMPTIONS AND EXCLUSIONS

PAED

1. We assume stakeholders will participate proactively throughout the course of the project and that the project will proceed uninterrupted.
2. We assume we will have access to properties around the project if necessary.
3. Project Meetings: the figure shown in the Fee Estimate is a budget figure based on the project schedule at the time of the kickoff which schedules the design to be completed in Spring of 2026.
4. County's "red lines" will be organized in a single set of redline plans for GHD's use.
5. The site will be accessible and clear of obstructions at the requested time of survey. If coordination of site access is required prior to the survey being performed, the county will provide the necessary coordination for access. The survey will take place during normal business hours.
6. We assume the county will route the plans through the various departments, such as the Building Department and the Planning Department as part of the individual reviews and that these departments will interact with county staff.
7. Lot Tie Agreement and Lot Line Adjustment efforts are excluded from this quote.
8. Legal description(s) and exhibit(s) for utility dedications/easements are excluded from this quote.
9. Sufficient survey monumentation will exist at the controlling major intersections and key locations of the underlying record maps. In the event that monumentation is incomplete or deficient, an additional expanded scope may be required.
10. The county will provide the Preliminary Title Reports for the parcels surrounding the project in accordance with our needs.
11. No effort is included for "Drainage Studies" or calculations outside of the project limits and SWMP compliance. This project focuses on roadway reconfiguration because of budget limitations.
12. County staff will lead public hearings on CEQA at the Planning Commission and/or the Board of Supervisors. We will assist the county prepared presentation.
13. County staff will complete the CEQA noticing to the Clearinghouse and locally for public review, and prepare the Notice of Determination.
14. The project assumes the project will receive a CEQA exemption determination. Preparation of an Initial Study/Mitigated Negative Declaration is excluded, as it is not anticipated.
15. The county will prepare all notices for the CEQA document review and Notice of Determination.
16. Prior to the 50% design document submittal the GHD team will present the two dimensional geometry for the project. Upon county review and approval of the geometry, modifications for subsequent submittal might require additional budget.
17. The County will provide public outreach coordination such as public notifications, scheduling and securing venue, assist with presenting. GHD will support exhibits for the meetings and fielding technical questions.
18. Effort for Rendering and visual simulations is a budget figure.

ROW & UTILITIES

19. Because we do not know property encroachment for the project design. Our right of way services are budgeting 5 property actions will be required. Additional properties will likely need additional budget.
20. We assume that the utility companies will cooperate with requests for information for our use. Budget for our utility research is based on this assumption; cooperation from the utilities companies is beyond our control.
21. Because of the nature of the work being shallow we assume significant relocations will not be necessary. Utility Relocation does not include design for "Relocation" other than the county drainage infrastructure; we assume any other relocation work will be designed by others.
22. Regarding effort for relocation of vault lids. We assume that relocation plans will require limited effort using simple call-outs in plan-view only (no profiles or potholing elevations). We envision simple grade adjustments such as adjusting water valve cans.
23. We assume utilities are under franchise rights or something similar where utility relocation costs are 100% on the subject utility owner. Utility agreements will be performed by others.

PSE

24. The project footprint is a well travel urban area where accommodations for landscaping is limited by pedestrian volumes and limited space. We assume limited landscaping "parkway" opportunities will be part of the LID's.
25. Project will be developed utilizing the County of Santa Barbara and Caltrans current standards at 65%. No update to standards will be made following this submittal.
26. Electrical design for the RRFB will be solar with no points of connection.
27. Specifications: Effort shown in the Fee Estimate is for GHD's work to create the "Technical Specification" (Caltrans-format contract) with associated appendices and combine it with the county boilerplate. Effort for proofreading the county boilerplate, is not included.
28. Erosion control plans will not be included in the plans. The preparation of Storm water Pollution Protection Plan will be included as a construction contract item and is not part of the "design".
29. Reproduction and scanning of the Construction Bid Documents will be performed by the county.
30. We assume the bid ready set will not have plan modifications beside sealing the documents by the engineer of record.
31. Design exceptions will be submitted to the State by the county.
32. Hazardous material remediation for contaminated soils, if present, is excluded.
33. Fees Schedule: Our fee schedule is based on a 2-year project duration.

EXHIBIT C

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

INDEMNIFICATION

A. Indemnification pertaining to Design Professional Services:

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

B. Indemnification pertaining to other than Design Professional Services:

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$5,000,000 per occurrence and \$10,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR'S has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification it has no employees)**
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$5,000,000 per occurrence or claim, \$5,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage for and/or the higher limits maintained

by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

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

purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

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

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

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

ATTACHMENT B – CONTRACTOR INFORMATION SHEET

Contractor Information Sheet

Name of Proposer GHD Inc.

Business P.O. Box _____

City, State, Zip _____

Business Street Address 1101 Monterey Street, Suite 120
(Include even if P.O. Box is used)

City, State, Zip San Luis Obispo, CA 93401

Telephone No. (805) 242-0461 Fax No. _____

CONTRACTOR

License No. N/A License Classification N/A

Public Works Contractor Registration No. N/A

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

Contact Person Name Lindsey Van Parys

Contact Person Phone No. (916) 245-4220

Contact Person Email lindsey.vanparys@ghd.com

Employer's Tax Identification Number 98-0425935

ATTACHMENT C – DBE REQUIREMENTS

Exhibit 10-I Notice to Proposers DBE Information

(Federally funded projects only)

January 2020

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

The Agency has established a DBE goal for this Contract of **0%**.

1. TERMS AS USED IN THIS DOCUMENT

- a. 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.
- b. The term “Agreement” also means “Contract.”
- c. Agency also means the local entity entering into this contract with the CONTRACTOR.
- d. 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 CONTRACTOR 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 CONTRACTOR 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 meeting the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 CONTRACTOR Contract DBE Information must be included in best qualified consultant's executed consultant contract. 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:
 - i. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - ii. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - iii. 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 Civil Rights website.
 - i. Click on the link titled "Access the DBE Query Form"
 - ii. Click on "Start DBE Firms Query" linkSearches 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.

Exhibit 10-O1 CONTRACTOR Proposal DBE Commitment

January 2019

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

1. LOCAL AGENCY: County of Santa Barbara 2. Contract DBE Goal: 0%
3. Project Description: Design Services for Isla Vista Bike and Pedestrian Improvements Project
4. Project Location: Isla Vista
5. CONTRACTOR's Name: GHD Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Stormwater Reporting	39015	Watearth, Inc. 445 South Figueroa, Suite 3128, Los Angeles, CA 90071	TBD
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	TBD%
17. Local Agency Contract Number: <u>862434</u> 18. Federal-Aid Project Number: <u>N/A</u> 19. Proposed Contract Execution Date: _____ 20. CONTRACTOR's Ranking after Evaluation: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
21. Local Agency Representative's signature _____	22. Date _____	12. Preparer's Signature _____	13. Date _____
23. Local Agency Representative's Name _____	24. Phone _____	14. Preparer's Name _____	15. Phone _____
25. Local Agency Representative's Title _____		16. Preparer's Title _____	

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

ADA Notice:

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

Exhibit 10-O1 CONTRACTOR Proposal DBE Commitment

January 2019

EXHIBIT 10-O1 INSTRUCTIONS

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CONTRACTOR SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
4. Project Location - Enter the project location as it appears on the project advertisement.
5. CONTRACTOR's Name - Enter the CONTRACTOR's firm name.
6. Prime Certified DBE - Check box if prime CONTRACTOR is a certified DBE.
7. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime CONTRACTOR's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted CONTRACTORS. Also, enter the prime CONTRACTOR's name and phone number, if the prime is a DBE.
10. DBE % - Percent participation of work to be performed or service provided by a DBE. Include the prime CONTRACTOR if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. Total Claimed DBE Participation % - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. Preparer's Signature - The person completing the DBE commitment form on behalf of the CONTRACTOR's firm must sign their name.
13. Date - Enter the date the DBE commitment form is signed by the CONTRACTOR's preparer.
14. Preparer's Name - Enter the name of the person preparing and signing the CONTRACTOR's DBE commitment form.
15. Phone - Enter the area code and phone number of the person signing the CONTRACTOR's DBE commitment form.
16. Preparer's Title - Enter the position/title of the person signing the CONTRACTOR's DBE commitment form.

LOCAL AGENCY SECTION

17. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
18. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
19. Proposed Contract Execution Date - Enter the proposed contract execution date.
20. CONTRACTOR's Ranking after Evaluation - Enter CONTRACTOR's ranking after all submittals/CONTRACTORS are evaluated. Use this as a quick comparison for evaluating most qualified CONTRACTOR.
21. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the CONTRACTOR Section of this form is complete and accurate.
22. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the CONTRACTOR's DBE commitment form.
24. Phone - Enter the area code and phone number of the person signing the CONTRACTOR's DBE commitment form.
25. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the CONTRACTOR's DBE commitment form.

ATTACHMENT D – SUBCONSULTANT LIST

Staffing

TEAM QUALIFICATIONS AND COMMITMENT TO SANTA BARBARA COUNTY'S SUCCESS

GHD's engineers, architects, planners, and scientists are committed to creating solutions that provide lasting community benefit no matter where they are working. For the Isla Vista project, however, our team is even more invested. Santa Barbara is our home, our family's home, our significant others', and children's alma mater; it's a community close to our hearts and our families. Our project manager, Tom Conti, raised his family here, and currently lives in the county. Our project director, Lindsey Van Parys, spent every summer here at her aunt's home during her youth and now enjoys bringing her son here every year to share the memories she created

with him in Santa Barbara as well. Chenin visits the area consistently with family residing in the city. This is more than a project for us—it's an opportunity to have a large positive effect on a place we love, a place we call home.

ORGANIZATIONAL CHART

The organizational chart below shows our proposed team, indicating roles and hierarchy so that it is clear to all involved how work is communicated, from subconsultants through our project manager and Quality Assurance/Quality Control (QA/QC), and to the County. The organizational chart highlights key personnel as well as discipline leads. We also will leverage our large network of additional resources and support staff to deliver a quality project within budget and on schedule to help the County achieve its goals.

