

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

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and MNS ENGINEERS INC. with an address at 201 N. Calle Cesar Chavez, Suite 300, Santa Barbara, CA 93103 (hereafter CONTRACTOR or Consultant) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, COUNTY staffing level in Public Works Transportation Construction is not adequate to administer all upcoming contracts at an acceptable level and hiring all the required FTEs to fill this gap is not consistent with the County CEO's long term goals;

**WHEREAS**, COUNTY administrative cost to procure and manage multiple consultant contracts further burdens current Public Works Transportation Construction FTEs;

**WHEREAS**, COUNTY Public Works Transportation Construction has not had as-needed/Indefinite Delivery-Indefinite Quantity (IDIQ) consultant help since the MSA Purchase Order contracts were abandoned;

**WHEREAS**, COUNTY Transportation Construction FTEs are emergency first responders in addition to being tasked with emergency preparedness and;

**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**

Eric Pearson at phone number 805-681-4990 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Greg Chelini at phone number 805-692-6921 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The Designated Representative may also be referred to herein as the "Contract Administrator".

### **2. NOTICES**

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

To COUNTY:	Eric Pearson, Public Works Transportation Construction, 4417 Cathedral Oaks Road, Santa Barbara, CA 93110
To CONTRACTOR:	Greg Chelini, MNS ENGINEERS INC., 201 N. Calle Cesar Chavez, Suite 300, Santa Barbara, 93103, 805-692-6931

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

### **3. SCOPE OF SERVICES**

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

### **4. PERFORMANCE PERIOD**

A. This contract shall go into effect on July 1, 2019, contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The Agreement shall end on June 30, 2022, unless extended pursuant to Sections 4.C and 35 of this Agreement, or unless earlier terminated.

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

C. The parties agree, upon approval of the Board of Supervisors, this Agreement may be extended for an additional two year period to June 30, 2024, unless earlier terminated.

### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR'S services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

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

A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this 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.

### **7. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowable cost(s) of individual items.

B. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super or Omni Circular)

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under applicable Federal Regulations, are subject to repayment by CONTRACTOR to COUNTY.

D. All subcontracts shall contain the above provisions.

## **8. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

## **9. STANDARD OF PERFORMANCE**

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

## **10. SUBCONTRACTING**

A. Nothing contained in this 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 Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by COUNTY.

D. Any subcontract entered into as a result of this 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 Contract Administrator prior to the start of work by the subcontractor(s).

## **11. SUBCONTRACTORS**

CONTRACTOR is authorized to subcontract with Fountainhead Consulting Corporation as identified in Exhibit A, Attachment 1 and Exhibit B, Attachment 2. 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.

## **12. EQUIPMENT PURCHASES**

A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this 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.

## **13. DEBARMENT AND SUSPENSION**

A. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

D. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, which certifies that CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility for participation in any state or local government agency contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

#### **14. 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.

#### **15. CONFLICT OF INTEREST**

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

#### **16. 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.

#### **17. 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.

#### **18. 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.

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

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

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the

audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

## **20. 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 contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the 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, state, 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 Contract Administrator 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, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

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

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

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

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

## **21. INDEMNIFICATION AND INSURANCE**

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

## **22. NONDISCRIMINATION**

A. COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

### **B. STATEMENT OF COMPLIANCE:**

1. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

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



if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

3. The CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

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

### **23. 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.

### **24. 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.

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

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

## **26. 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.

## **27. 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.

## **28. 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.

## **29. 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 non-appropriation 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 Non-appropriation 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.

### **30. 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.

### **31. 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.

### **32. 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.

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

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

### **34. 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.

### **35. 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.

### **36. IMMATERIAL CHANGES**

CONTRACTOR and COUNTY agree that immaterial changes 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.

### **37. 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.

### **38. 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.

### **39. 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.

### **40. 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.

### **41. 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.

#### **42. 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.

#### **43. 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.

#### **44. INDEFINITE DELIVERY, INDEFINITE QUANTITY**

This is an indefinite-quantity contract for the services specified, and effective for the period stated in Section 4. Performance shall be made only as authorized by task orders. The Contractor shall furnish to the County, when and if ordered, the services specified within the scope of Exhibit A and the specific task order, but shall in no way exceed the amount specified in Exhibit B. The County shall order at least the minimum amount of services shown in Exhibit B. EXHIBIT B contains details for the Task Order process.

There is no limit on the number of task orders that may be issued. The County may issue task orders requiring delivery to multiple destinations or performance at multiple locations.

Any Task Order issued during the effective period shown in Section 4 of this Agreement and not completed within that period shall be completed by the Contractor within the time specified in the Task Order. The Agreement shall govern the Contractor's and County's rights and obligations with respect to such a Task Order(s) to the same extent as if the Task Order(s) were completed during the Agreement's effective period; provided, that the Contractor shall not be required to provide any services under this Agreement after June 30, 2022, unless otherwise extended as described in Section 4.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and MNS ENGINEERS INC.

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

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

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

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

**RECOMMENDED FOR APPROVAL:**

Scott D. McGolpin

**CONTRACTOR:**

MNS ENGINEERS INC.

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

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

Name: James A. Salvito

Title: President & CEO

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy Schaffer, CPA, CPFO  
Auditor-Controller

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

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

**APPROVED AS TO FORM:**

Risk Management

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

## EXHIBIT A

### STATEMENT OF WORK/PERFORMANCE WORK STATEMENT

#### A. FUNDAMENTAL REQUIREMENTS.

Consultant shall have the ability to respond in a timely and cost efficient manner to the County requests for construction engineering services at any transportation project location throughout the County. The selected consultant shall perform as needed consultation, research, professional, technical, and administrative services required for Construction Engineering and Contract Administration.

Generally, consultant will perform construction contract administration tasks in order to keep full and complete records of a construction project and determine if it is in compliance with the project plans, specifications, and estimate, to maintain overarching control of the work through contract progress payments and retentions as warranted.

Consultant construction engineering services may also include, but not be limited to, constructability reviews, pre-construction meeting scheduling and orchestration, contract submittal review and technical analysis, writing reports, writing directive letters to contractors, onsite inspection of the work including measurements, quantity calculations and construction engineering analyses, and work related to the overall administration of construction contracts in accordance with County directives on an as-needed basis. The scope of services includes, but is not limited to:

1. The inspection of concrete placement, reinforcing steel, falsework construction, providing lost deck dowel elevations and other construction survey tasks, aggregate placement and compaction, native soil compaction, metal railings, masonry block walls, placement and compaction of hot mix asphalt, scheduling field sampling of materials by material testing personnel;
2. Writing construction inspection daily reports;
3. Batch plant inspections for trial batching;
4. Tagging and sampling of structural steel, rebar, and other related materials;
5. Verifying the field testing of concrete slump, soil compaction, and other related materials;
6. Verifying the field testing of welds, bolted connections;
7. Scheduling, verifying and organizing laboratory testing data for materials on each project;
8. Provide ongoing reporting to County staff detailing status of construction;
9. Review all submittals to ensure compliance with the contract and provide written responses to each;
10. Provide onsite civil engineer supervision and oversight of construction activities at minimum of weekly basis or as directed;
11. Draft and review contract change order language and provide recommended course of action to County staff;
12. Documenting all inspection and construction activities with both hard copy and digital records following the Caltrans Construction Manual Section 5-102 Organization of Project Documents indexing system as modified by County directives;
13. Measurement and payment tasks including field measuring, quantity calculation worksheets signed and checked; and
14. Taking quantity calculation worksheets and producing progress payment calculations, payment vouchers, and contingency tracking on a monthly basis following the Caltrans Construction Manual processes as modified by County directives.
15. The Consultant shall prepare all required calculations and reports in accordance with the contract documents, County standards and the Caltrans Construction Manual latest edition listed in order of precedence beginning with the contract documents.

#### B. COMMON TASK ORDER DELIVERABLES.

County anticipates each Task Orders under the IDIQ agreement will likely include, but not be limited to the following deliverables:

1. Written correspondence to contractor project managers including responses to Requests for Information (due within 5 days of receipt of contractor request);
2. Meeting agendas and minutes (due weekly);
3. Completed submittal review and submittal responses to contractors within specified timeframes;
4. Assistant Structure Representative/Resident Engineer's Daily Diary – Written report documenting all labor, equipment names, makes and models and hours used on each project item of work, noting materials used on the project, and noting the time of day notable actions were taken by the contractor and any issues or conversations (due daily);
5. Structure Representative/Resident Engineer's Weekly Diary – Written report of notable conversations, project issues and progress, not duplicating the Assistant Resident Engineer's Daily Diary, with pertinent photographs (due weekly);
6. Weekly Statement of Working Days Forms (due weekly);
7. Weekly Jobsite Labor Forms (due weekly); and
8. Measurement and payment documents including quantity calculation work sheets, monthly progress pay estimates, and payment vouchers signed and checked for County review and subsequent payment, *et al* per Caltrans Construction Manual & County directives.

#### **C. QUALITY ASSURANCE**

Quality assurance consists of reviewing and acting upon the quality assurance materials sampling and testing of the County material tester along with the Contractor's quality control measures. The frequency and testing requirements are found in the County of Santa Barbara Quality Assurance Plan.

#### **D. STANDARDS**

The consultant is expected to be familiar with and adhere to the latest edition of pertinent State standards and directives for construction engineering including but not limited to:

1. Caltrans Standard Specifications and Plans;
2. Caltrans Construction Manual (and Construction Manual Change Transmittals);
3. Caltrans Construction Procedure Directives (CPDs);
4. Caltrans Local Agency Structure Representative Guidelines;
5. Caltrans Labor Surcharge and Equipment Rental Rates; and
6. Caltrans Labor Compliance Policy Bulletins.

#### **E. PERSONNEL REQUIREMENTS**

1. Overview. The Consultant's personnel shall be capable, competent, and experienced in performing the types of work indicated in this RFP with minimal instruction and little to no supervision. Personnel skill level should match the job classifications as set forth below. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable federal, state, and local laws and regulations. In location(s) where the Consultant personnel is expected to work for extended period(s) of time, the Consultant shall either relocate the personnel or make every effort to hire local persons at no additional cost to the County.

The consultant will be responsible for providing the County with registered professional civil engineers to serve as structure representatives/resident engineers with pertinent engineering and inspection experience on construction projects. The consultant must also provide assistant structure representatives/assistant resident engineers (not required to be registered professional civil engineers or Engineer-in-Training) and "office engineers" with pertinent inspection and contract administration experience on construction projects.



2. Task Orders. Prior to preparing and issuing a Task Order, the County will request Consultant propose personnel by providing documentation that the personnel meet the appropriate minimum qualifications. Documentation shall include a resume and copies of the minimum required certifications and be submitted to the County within one (1) week of receiving the request. If the County elects to interview the Consultant's personnel for the qualifications and experience, then the Consultant shall provide qualified personnel within one (1) week of receiving the request. The County's decision to select the Consultant's personnel shall be binding to the Consultant. The County shall evaluate the adequacy (quality and quantity) of the work performed by the Consultant's personnel, and determine whether deliverables are acceptable. The County may reject any Consultant personnel due to lack of minimum qualifications. If at any time the level of performance is below expectations, the County may direct the Consultant to immediately remove Consultant personnel from a Task Order and request another qualified person be assigned.
3. Additions or Substitutes. The Consultant is required to submit a written request and obtain the County's prior written approval for any substitutions or additions to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the in Consultant's cost proposal. Substitute personnel shall have the same job classification, meet or exceed the qualifications and experience level of the previously assigned personnel, and not exceed the billing rate so that no additional cost is incurred by the County. The substitute personnel shall have significant experience in the work involving similar transportation facilities for, at a minimum, two (2) previous projects, unless otherwise approved by the County.

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

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

4. Consultant Employee Leave. When assigned consultant personnel are on approved leave and required by the County, the Consultant shall provide a substitute employee until the assigned employee returns to work from the approved leave. Substitute personnel shall be provided as described above.
5. Training. The Consultant is responsible to provide fully trained personnel to efficiently perform the work. The Consultant's personnel may be asked to attend certain special training if recommended by the County. On such occasions, with written approval of the County, the County shall compensate the Consultant for the Consultant's actual cost for time spent in training only. All other costs, fees, and expenses associated with the training, including any transportation costs and training fees, shall be the Consultant's responsibility. In addition, services to train the County personnel shall not be provided by the Consultant under this Agreement.
6. Job Classification: Construction Engineer. Consultant shall provide a Construction Engineer that will be responsible for signing analytical results, plans, designs, specifications, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, product, data, manuals, details, other documents, other items, and deliverables under the IDIQ agreement that require the signature of a Registered Civil Engineer. The Construction Engineer shall be currently employed by the Consultant at the time the deliverables are submitted to the County for consideration under the review and acceptance process.

7. Job Classification: Contract Manager. At all times during the IDIQ period of performance, the Consultant Contract Manager shall be a Registered Professional Civil Engineer, licensed in the State of California, in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists and have a documented minimum of ten (10) years of Construction Engineering experience. The Consultant Contract Manager shall perform the tasks described in the IDIQ agreement and subsequent Task Orders. In addition to other specified responsibilities, the Consultant Contract Manager shall be responsible for all matters related to the Consultant's personnel performing Construction Engineering Services work, and Consultant's operations including, but not limited to:
  - a. Ensuring that deliverables are clearly defined and time-bound; and that the deliverables satisfy the County.
  - b. Supervising, reviewing, monitoring, training, and directing the Consultant's and Sub-Consultants' personnel.
  - c. Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the County Contract Administrator.
  - d. Administering personnel actions for Consultant personnel and ensuring appropriate actions taken for personnel.
  - e. Maintaining and submitting organized project files for record tracking and auditing.
  - f. Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
  - g. Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
  - h. Assuring that all applicable safety measures are in place.
  - i. Providing invoices in a timely manner and providing monthly update of expenditures under this Agreement.
  - j. Reviewing invoices for accuracy and completion before billing to the County.
  - k. Managing Staff.
  - l. Managing overall budget for Agreement and provide report to the County Contract Administrator.
  - m. Monitoring and maintaining required DBE involvement documentation.
  - n. Ensuring compliance with the provisions in this Agreement and all specific Task Order requirements.
  - o. Monitor the health and safety of personnel working in a hazardous environment in accordance with all applicable federal, state, and local regulations.
  - p. Knowledge, experience, and familiarity with prevailing wage issues and requirements in state of California.
  - q. Provide knowledge, experience, and familiarity Quality Control and Quality Assurance (QC/QA) for construction engineering and inspection.
  - r. Experienced and capable in the review of the test reports within a reasonable time frame of the completion of the tests to avoid delay of the field construction operation.
8. Job Classification: Other Personnel. Other project personnel not identified on the Consultant's cost proposal, including, but not limited to, administrative office staff, shall also satisfy appropriate minimum qualifications for Task Orders.

## **F. GENERAL REQUIREMENTS & TOOLS/MATERIALS**

1. Safety. Work shall not be performed when conditions prevent a safe and efficient operation. If such a condition exist Consultant agrees to immediately terminate work and immediately notify County. Consultant shall not proceed in such a case unless issued a written authorization by the County.
2. Overtime. The Consultant Contract Manager may direct the Consultant's employees to work overtime to meet Task Order schedules at Consultant's own expense. Otherwise, all overtime that will be submitted to County

for payment shall be pre-approved and directed in writing by the County in the applicable Task Order. County shall only agree to pay overtime to persons covered by the Fair Labor Standards Act.

3. Costs. The County shall not incur costs beyond the funding commitments in each Task Order. If the Consultant anticipates that funding for work will be insufficient to complete work, the Consultant shall promptly notify the County in writing.

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

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

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

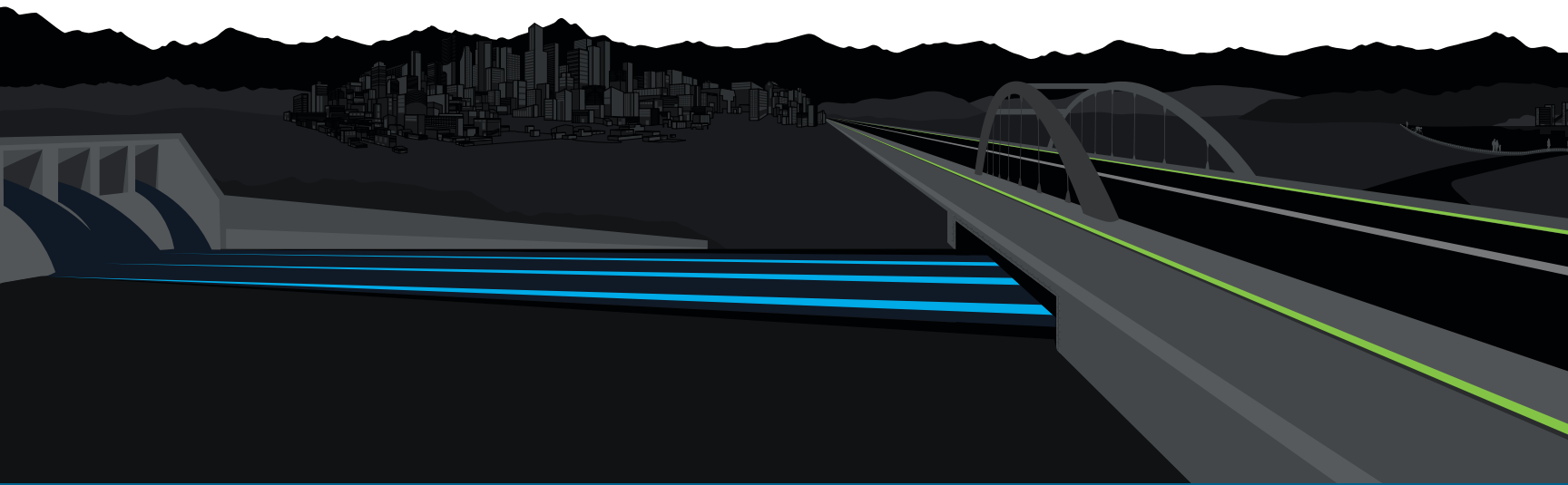
- a. Office Supplies.
- b. Calculators, computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
- c. Data processing systems, software packages, reference materials, construction survey equipment, or other tools, including hardware and software, used in providing transportation construction engineering deliverables. This includes, but not be limited to, the following:
  - i. Microsoft Office Software (including, but not limited to, Word, Excel, PowerPoint).
  - ii. Adobe Acrobat Professional version 5 or later.
  - iii. Design and falsework checks.
  - iv. Quantity Calculations.

If the Consultant fails to submit the required analytical results, reviewed plan submittals, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, products, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Agreement and any approved Task Order, **the County shall have the right to withhold payment.**

#### **G. SUPPLEMENTAL REQUIREMENTS & UNDERSTANDING.**

The Contractor Proposal including the Performance Work Statement is attached hereto as Attachment 1 and incorporated herein by reference. Attachment 1 may be used to guide performance work activities. The individuals named in Attachment 1 shall be the individual(s) responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative. Exhibit A shall control in the case of any conflict between the requirements, terms, and conditions.





## COUNTY OF SANTA BARBARA



# PROPOSAL FOR Indefinite Delivery-Indefinite Quantity As Needed Construction Engineering Services

RFP No. IDIQ-01

COSBA.180405

**March 28, 2019**

County of Santa Barbara  
Department of Public Works - Transportation Division  
**Attention: Eric Pearson**  
4417 Cathedral Oaks Road  
Santa Barbara, CA 93110

**RE: Proposal for Indefinite Delivery-Indefinite Quantity (IDIQ) As Needed Construction Engineering Services (IDIQ-01)**

Dear Mr. Pearson:

Thank you for the opportunity to submit this proposal for Indefinite Delivery-Indefinitely Quality (IDIQ) As Needed Construction Engineering Services for the County of Santa Barbara (County). Since 1962, MNS Engineers, Inc. (MNS) has provided quality infrastructure consulting services to the transportation, water resources, government, and federal markets throughout Santa Barbara County and the Central Coast. We specialize in the core services of construction management, civil engineering, and land surveying. Headquartered in Santa Barbara, MNS has worked with the County and staff on bridge, roadway, and drainage projects for over eight years. We are familiar with the County's methods and procedures and we are looking forward to providing the County with construction engineering services for this on-call contract.

MNS understands the County is seeking professional consulting firms for various construction engineering services for a three-year period. Projects may include bridge retrofits and replacements, annual road maintenance paving and resurfacing, sidewalks, road realignments, and retaining walls.

Based on our assessment of the request for proposal (RFP), we have selected the most qualified staff and project experience references to demonstrate our ability to successfully meet the County's needs. MNS offers a uniquely qualified local team to provide these key advantages:

### Our Team's Core Benefits

#### Professional and Qualified Team

Leading the MNS team is **Greg Chelini, PE, Principal-in-Charge**. Greg has over 31 years of construction management and project management experience working for Caltrans, the County, and local public agencies within Santa Barbara County. He has also managed several projects for the County over the past 15 years. Residing in Santa Barbara, Greg is familiar with the unique challenges common to constructing projects within the area; he also understands the County's needs and expectations, and familiar with its methods and procedures in providing on-call services.

#### Similar Project Experience

Our team has experience working on similar local agency and federally funded

### MNS DETAILS



#### Legal Name

MNS Engineers, Inc.

#### Firm Ownership Type

C-Corporation

#### Year Firm Established

1962

#### California Department of Industrial Relations (DIR)

No. 1000003564

#### Corporate/Project Office

201 N. Calle Cesar Chavez,  
Suite 300  
Santa Barbara, CA 93103

805.692.6921 Office

805.692.6931 Fax

[www.mnsengineers.com](http://www.mnsengineers.com)

#### Project Contact/ Authorized Signature

Greg Chelini, PE  
Contract Manager

805.896.9474 mobile

805.692.6921 office

[gchelini@mnsengineers.com](mailto:gchelini@mnsengineers.com)

#### Statements

This technical proposal and the separately sealed cost proposal remain valid for at least a 90-day period.

#### Addenda Acknowledgment

- None





projects within Santa Barbara County and the Central Coast. We understand the technical challenges, County and Caltrans requirements and procedures, permit requirements, and associated project stakeholders' concerns and expectations associated with managing projects within the Santa Barbara County. We offer the County a qualified and experienced team with extensive roadway and bridge projects. A sample of our similar project experience includes:

- **County of Santa Barbara.** Cathedral Oaks Road Bridge Replacement, Jalama Road Bridge Replacement, Jonata Park Road Bridge Replacement, Kinevan Road Bridge Replacement.
- **City of Santa Barbara.** Cabrillo Boulevard Bridge Replacement, Chapala Street Bridge Replacement, Ortega Street Bridge Replacement, Gutierrez Street Bridge Replacement.
- **City of Goleta.** On-Call Construction Inspection Services; Los Carneros Road Overhead Bridge Replacement at US 101.
- **City of Carpinteria.** Annual Pavement Rehabilitation Projects, 8th Street Pedestrian Bridge Replacement.
- **City of Buellton.** On-Call Engineering Services, Various Annual Pavement Rehabilitation and Roadway Improvement Projects, Avenue of the Flags Revitalization and Pedestrian Improvements.
- **Caltrans.** Linden Avenue and Casitas Pass Road Interchange Improvements, US 101 Widening from Milpas Street to Hot Springs Road, Prunedale Improvements Project, Pitkins Curve Road Bridge and Rock Shed at State Route 1, Santa Maria Bridge Widening at US 101, Union Valley Parkway Interchange at US 101, Winchester Canyon Road Interchange at US 101.

### Local Office and Availability

Based in Santa Barbara, MNS is available to respond immediately to meet the County's various project needs. Most of our staff live in Santa Barbara County and appreciate the County's desire to improve the infrastructure and maintain the quality of life the residents enjoy.

In summary, MNS is confident our uniquely experienced and qualified team will provide quality services, ensuring a successful project delivery to meet the City's expectations and goals. We are excited about this opportunity and look forward to continuing our partnership with the County of Santa Barbara. Please contact me at **805.896.9474** or **gchelini@mnsengineers.com** with any questions you may have about our submittal. Thank you for your consideration.

Sincerely,

**MNS Engineers, Inc.**



Greg Chelini, PE  
Vice President

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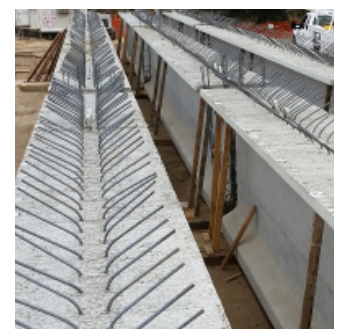
##### Disadvantaged Business Enterprise (DBE) Information

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##### Consultant Information Sheet



# 2

## Section 2. Consultant Information, Qualifications, and Experience

### Firm Qualifications

#### About MNS Engineers, Inc. (MNS)

Established in 1962, MNS provides quality infrastructure consulting services to the transportation, water resources, and government service markets throughout California. **Specializing in the core services of construction management, civil engineering, and land surveying**, MNS' reputation has been built on clear and direct communication and quality services. We understand the technical, environmental, and regulatory aspects that may be required for this on-call contract. We are experienced and knowledgeable with utility, multi-agency, and permit coordination.

#### Construction Management and Inspection Expertise

A leader in construction management and inspection services, we offer the County a depth of staff resources and a reputation for success in meeting project quality, budget, and schedule goals. We will provide a qualified construction management and inspection team consisting of our most experienced team members who are locally based, available to meet the staffing needs for the on-call contract, and provide the County with project-to-project staff continuity and expertise.

MNS focuses on providing quality construction management and inspection services for bridge and roadway improvement projects. Many of our projects are either within Caltrans right-of-way or involve federal funds which require the project to be administered per the Caltrans Local Assistance Procedures Manual (LAPM); therefore, we have modeled our construction administration procedures after the Caltrans LAPM. The MNS team is very knowledgeable and well versed in administering projects per Caltrans LAPM and Greenbook guidelines. Our expertise includes:

- Complete construction management
- Construction inspection

- Scheduling and critical path method (CPM) review
- Contract administration and labor compliance
- Constructability review
- Stormwater Pollution Prevention Plan (SWPPP) compliance and environmental compliance
- Multi-party and contractor coordination
- Utility and regulatory agency coordination
- Funding administration: local, state, and federal

#### On-Call Construction Management and Inspection Contracts

As an experienced professional consulting services firm, we have held over 150 municipal on-call contracts with 71 agencies, each with multiple projects. These contracts have resulted in over 700 projects delivered under an on-call agreement.

#### Permitting and Coordination

Most of our projects require extensive coordination with permitting agencies. We have proven and recognized experience coordinating with multiple agencies, utilities, and permitting for environmental protection.

Encroachment permits for work in local agency and Caltrans right-of-way are common to the projects we manage. We have a thorough understanding of the regulatory permit requirements such as working within waterways and environmentally sensitive area (ESA) limits, protection of endangered species, mitigation for nesting birds, removal of hazardous material, and implementing stormwater pollution protection controls.

#### Caltrans Experience

MNS serves on the Technical Transportation Advisory Committee (TTAC) and has successfully delivered numerous Caltrans oversight projects. Our firm has expert-level knowledge of Caltrans guidelines, Caltrans LAPM, Caltrans Construction Manual, and Caltrans staff coordination. MNS has a firm understanding of Caltrans





expectations and we are currently providing on-call construction management and inspection support services to Caltrans District and Structures Divisions within Santa Barbara County; our team is well-trained in Caltrans procedures and has worked with Caltrans staff in the surrounding area.

### Project Funding Administration

For over 20 years, MNS has been successfully delivering public works projects involving federal, state, and regional funding sources, which requires the project to be administered in accordance with the Caltrans LAPM and Construction Manual, as well as Federal Emergency Management Agency (FEMA) guidelines for emergency projects. In the past two years alone we have worked on several bridge replacement and emergency projects along the Central Coast. We understand the importance of having detailed and accurate contract administration in order for the agency to receive 100% reimbursement of the funding allocated to the project. On average, approximately 75% of our projects are funded on the federal or state level. Consequently, we model our procedures, contract administration, and financial database system in accordance with the Caltrans LAPM to meet all funding and administration requirements. In the last decade, we have administered over \$1B in programmable money.



To date, all of our projects successfully passed their post-construction audits.

### Subconsultant Firm

#### About Fountainhead Consulting Corporation (Fountainhead) (DBE)

To fulfill potential Disadvantage Business Enterprise (DBE) requirements for federally funded projects for this on-call contract, our team includes Fountainhead to provide construction management and inspection services. Founded in 2013, Fountainhead provides project management, construction management, structure representation, construction inspection, utility coordination, office engineering, document control, scheduling, and general civil engineering

services for a wide range of civil engineering projects such as sound walls, bridges, interchanges, grade separations, seismic retrofits, freeways, and highways. Fountainhead is versed with the Caltrans Construction Manuals, LAPM, safety procedures, environmental compliance, traffic control, SWPPP, and Greenbook standards.

MNS has worked with Fountainhead since their inception on projects in the Central Coast and Southern California. Projects include Caltrans District 5, 5/59 (Structures), and 7; Universal Studios Boulevard Ramp Improvements; and Park Avenue Bridge Replacement.

### Relevant Project Experience

MNS ENGINEERS	
Cathedral Oaks Road Bridge Replacement	
<b>Agency and Contact</b>	County of Santa Barbara Eric Pearson, Construction Engineer Ph 805.681.5686   pearson@co.santa-barbara.ca.us
<b>Cost and Funding</b>	\$400K (contract value)   \$3.2M (construction total) Federal, State, and Local Funding
<b>Dates</b>	2014-2016
<b>Firm PM and Contact</b>	Greg Chelini Ph 805.456.3519   gchelini@mnsengineers.com

**Objective.** This \$3.2M project replaced the existing bridge spanning over San Antonio Creek on Cathedral Oaks Road with a single-span, pre-stressed, box girder bridge on cast-in-drilled-hole (CIDH) piles. The bridge is located at a major arterial intersection and at the entrance to Tuckers Grove Park. Due to this high volume of activity, daily traffic control and coordination with the public was required.

**Description.** The staged construction involved relocating multiple utilities as well as working around existing utilities. The project was constructed within



the creek limits, which required stream diversion and adherence to several environmental permit requirements. Additional project elements included several drainage systems, traffic signal and lighting, temporary shoring and falsework, rock slope protection (RSP), traffic control, and coordination with the public. The new bridge accommodates standard lane widths and improves pedestrian and bicycle access. This project was originally planned to seismically retrofit the bridge based on state inspection and recommendations. Subsequent investigation discovered reactive aggregate in the bridge, necessitating full replacement.

This project was funded through a Federal Highway Bridge Program grant for \$2.7M. The remaining \$470K came from matching State Prop 1B Seismic funding and Santa Barbara County Measure A revenue.

**Outcome.** Completed on time and under budget.



<b>Agency and Contact</b>	County of Santa Barbara Eric Pearson, Construction Engineer Ph 805.681.5686   pearson@co.santa-barbara.ca.us
<b>Cost and Funding</b>	\$100K (contract value)   \$2.1M (construction total) Federal, State, and Local Funding
<b>Dates</b>	2014-2015
<b>Firm PM and Contact</b>	Greg Chelini Ph 805.456.3519   gchelini@mnsengineers.com

**Objective.** Black Road Bridge was rebuilt to current design standards for bridge width, bridge railings, and metal beam guard railings.

**Description.** Black Road bridge connects the Tanglewood neighborhoods with State Route 1 and the nearest commercial area of Old Town Orcutt. This \$2.1M project replaced the functionally deficient Black Road

bridge located over Orcutt Creek, approximately 1,000 feet north of State Route 1. Project elements included installing a water diversion, removing the existing bridge, and constructing a new single-span, pre-stressed box girder bridge on cast-in-drilled-hole (CIDH) piles. Two tiger salamander crossing tunnels north of the bridge were also installed. The project had many environmental concerns. Provision were made to relocate the red-legged frogs and protect the tiger salamander.

**Outcome.** Completed on time and under budget.



<b>Agency and Contact</b>	City of San Luis Obispo Matt Horn, Deputy Director of Public Works/City Engineer Ph 805.781.7191   mhorn@slocity.org
<b>Cost and Funding</b>	\$2.8M (contract value)   \$17M (construction total) Federal and Local Funding
<b>Dates</b>	2014-2016
<b>Firm PM and Contact</b>	Greg Chelini Ph 805.456.3519   gchelini@mnsengineers.com

**Objective.** The new interchange provides two additional eastbound lanes for traffic relief, sidewalks, and bike lanes on this busy roadway.

**Description.** This \$17M project constructed a new four-span, 370-foot-long, post-tensioned, cast-in-place (CIP) box girder bridge on Los Osos Valley Road (LOVR) over US 101; widened a three-span, 112-foot-long multi-plate bridge over San Luis Obispo Creek; and upgraded all four on/off-ramps at the US 101 interchange. Improvements were also made to the Bob Jones Trail and bicycle path.

Extensive public relations and outreach kept this active community informed. In order to minimize community impact, the project was constructed in seven stages. Constructed within City and Caltrans right-of-way, the

project was performed in accordance with Caltrans standards, methods, and procedures. This project also involved retaining walls, earthwork, multiple drainage systems, embankments with specified settlement periods, unique architectural features, jointed plain concrete pavement (JPCP) and hot mix asphalt (HMA) paving, curb, gutter, sidewalk, Americans with Disabilities Act (ADA) ramps, metal beam guard rail (MBGR), traffic control and temporary signalization, water line, utility relocations, SWPPP, lighting, ramp metering and electrical work, sensitive permit requirements, creek restoration, permanent erosion protection, and Caltrans coordination.

The major utilities involved on this project included PG&E, both inside the Caltrans' right-of-way and out of the right-of-way, the AT&T Trans-Pacific Fiber Optic line, Southern California Gas Line, and Phillip 66 oil transmission lines. This project also included the rerouting a city water main. MNS provided construction management and inspection, and surveying.

**Outcome.** Completed on schedule and budget. The project improvements are in operations and highly successful, as shown in the following awards:

- 2017 ACEC Excellence in Engineering Merit Award
- 2016-2017 APWA Project of the Year
- 2016 ASCE Transportation Project of the Year Award



**Los Carneros Road Overhead Bridge Replacement at US 101**



<b>Agency and Contact</b>	City of Goleta Teresa Lopes, Senior Project Manager Ph 805.961.7563   tlopes@cityofgoleta.org
<b>Cost and Funding</b>	\$1.2M (contract value)   \$6.3M (construction total) Federal and Local Funding
<b>Dates</b>	2013-2015
<b>Firm PM and Contact</b>	Greg Chelini Ph 805.456.3519   gchelini@mnsengineers.com

**Objective.** This project replaced a structurally deficient bridge, resolved capacity deficiencies on Los Carneros Road to US 101 southbound, enhanced bicycle safety.

**Description.** This \$6.3M project removed and replaced the existing three-span T-beam bridge over the Union Pacific Railroad (UPRR) tracks and reconstructed the approaches to the bridge. This project was constructed in multiple stages to accommodate traffic across the bridge throughout construction. The single-span, 78-foot-long, pre-stressed, pre-cast I-girder bridge was constructed on 30-foot tall abutments founded on driven pipe piles. Additional construction project elements included several large retaining walls, lightweight fill behind the abutments, drainage systems, temporary shoring, and falsework.

One of the project challenges was working around and protection of an existing 22-inch diameter water mainline attached to the existing bridge. The water line could not be shut down, which required special precautions during the demolition of the existing bridge and construction of the new bridge. The project necessitated close coordination with Caltrans and UPRR.





The internal milestones for the project were tied to the start of an adjacent Caltrans project on US 101. This presented a challenge due to unforeseen issues during construction when the contractor’s schedule was delayed for over two months. MNS worked closely with the City and the contractor to make up this significant delay to meet the internal milestones so the adjacent Caltrans project was not impacted.

**Outcome.** Completed on schedule and budget.

**Hollister Avenue Class I Bike Path and Pedestrian Improvements**



<b>Agency and Contact</b>	City of Goleta Teresa Lopes, Senior Project Manager Ph 805.961.7563   tlopes@cityofgoleta.org
<b>Cost and Funding</b>	\$444K (contract value)   \$5M (construction total) Active Transportation Program (ATP) grant, Measure A, and Goleta Transportation Impact Program fund.
<b>Dates</b>	2016-2017
<b>Firm PM and Contact</b>	Aaron Hilton Ph 805.279.6864   ahilton@mnsengineers.com

**Objective.** This project constructed a Class I bike/multi-purpose path along the south side of Hollister Avenue from Pacific Oaks Road to Ellwood Elementary School to provide a higher level of comfort and safety to the bicyclists and pedestrians, especially school children, living in the area.

**Description.** This \$5M project consisted of over a mile of complete street improvements such as pavement rehabilitation, multimodal path construction, replacement of over a dozen curb ramps, drainage improvements, signaled intersection upgrades, parkway and median planter construction, and curb and gutter replacement. The pavement rehabilitation entailed removal and replacement of failing pavement sections, pavement leveling courses, pavement overlays, and micro surfacing placement. The project

also incorporated a detailed landscape and recycled water irrigation plan, which enhanced the bikeway and pedestrian path.

The construction team maintained access to adjacent businesses and provided safe pedestrian and bicycle passage through the project site. Proactive daily traffic control monitoring and coordination with the public also contributed to the success of the project.

The project was administered per Caltrans Local Assistance Procedure Manual (LAPM) guidelines.

**Outcome.** Completed on schedule and budget.

Various Pavement Rehabilitation Projects	
<b>Agency and Contact</b>	City of Grover Beach Greg Ray, Director of Public Works/City Engineer Ph 805.473.452   gray@grover.org
<b>Cost and Funding</b>	Various (contract value)   Various (construction total) Local Sales Tax Measure
<b>Dates</b>	2018-current
<b>Firm PM and Contact</b>	Aaron Hilton Ph 805.279.6864   ahilton@mnsengineers.com

**Objective.** Funded by Measure K-14, these on-call projects improved the local streets.

**Description.** MNS provided construction management and inspection on the following projects:

- Longbranch Avenue Rehabilitation and Repair.** This \$1.3M project completely rebuilt Longbranch Avenue from 3rd Street to 10th Street. The project constructed new sidewalks and curb ramps for the entire length of the project. Each of the existing driveways was tied into the new roadway; all the existing mailboxes were moved to the edge of the new pavement. Parkways were added between the sidewalks and the new roadway.
- Ocean View Avenue Rehabilitation and Repair.** This \$870K project was a complete rehabilitation of Ocean View Avenue and the surrounding cross streets. The project consisted of removing the existing asphalt and placing a new section of aggregate base and asphalt. New cross gutters, sidewalks, and curb ramps were installed at various

locations within the project. Newport Avenue was added as an extension of this project for an additional construction cost of \$204K.

- Grover Beach Street Rehabilitation.** This \$500K project provided pavement rehabilitation of various streets. Construction elements involved removing and replacing (dig outs) failing sections of pavement with a 4-inch hot mix asphalt (HMA) plug, followed by a crack seal and a slurry seal of the entire street. A number of dig out locations required root removal and curb and gutter replacement to repair damage caused by tree root intrusion. The project also reinstalled the pavement stripe and markings.

**Outcome.** Completed on schedule and budget.

**Various North County Road Rehabilitation Projects**

<b>Agency and Contact</b>	County of San Luis Obispo John Waddell, Project Engineer Ph 805.788.7213   jwaddell@co.slo.ca.us
<b>Cost and Funding</b>	\$232K (contract value)   \$3M (construction total) Local Funding
<b>Dates</b>	2017
<b>Firm PM and Contact</b>	Aaron Hilton Ph 805.279.6864   ahilton@mnsengineers.com

**Objective.** This project improved north County roads.

**Description.** This project placed 18,000 tons of hot mix asphalt (HMA), removed and replaced existing failed pavement, constructed shoulder backing, raised existing utilities, and constructed a HMA dike. The project also involved daily traffic control, and public relations. MNS provided construction management and inspection.

**Outcome.** The project was finished ahead of schedule and well within budget.

**Cabrillo Boulevard Bridge Replacement**



<b>Agency and Contact</b>	City of Santa Barbara Adam Hendel, Project Manager Ph 805.897.1921   ahendel@SantaBarbaraCA.gov
<b>Cost and Funding</b>	\$1.8M (contract value)   \$14M (construction total) Federal Highway Administration (FHWA) Funding
<b>Dates</b>	2014-2017
<b>Firm PM and Contact</b>	Greg Chelini Ph 805.456.3519   gchelini@mnsengineers.com

**Objective.** This project replaced a structurally deficient bridge while providing flood control and creek restoration benefits.

**Description.** As part of the Lower Mission Creek Flood Control project, this \$14M bridge replacement at Cabrillo Boulevard and State Street spans Mission Creek—a highly environmentally-sensitive lagoon and estuary. The new wider and longer structure, located in one of the most tourist-heavy areas in downtown Santa Barbara, included features to preserve the architectural integrity of the original historic bridge. This project involved construction of a new four-lane, pre-stressed, pre-cast slab bridge; reconstruction of the approaching roadway; drainage systems; HMA paving; curb, gutter, and sidewalks; decorative railing; and traffic signals and lighting. Staged construction accommodated the high level of traffic and required extensive traffic control as well as utility and public outreach coordination. Additional construction elements included demolition of an adjacent building; construction of reinforced concrete soldier pile retaining walls; traffic detours; temporary stream diversions and cofferdams; significant utility relocations; and construction of a temporary multi-use bridge along the beach boardwalk to maintain bicycle and pedestrian.



Other project features involved stream and estuary restoration downstream of the bridge, significant environmental permit requirements, and coordination with adjacent construction projects in the area. This federally-funded project was administered in accordance with the Caltrans LAPM and Caltrans methods and procedures.

**Outcome.** Winner of 2018 APWA Project of the Year; Winner of 2017 ASCE Transportation Project of the Year Award; and Winner of 2017 ASCE National Engineers Week Project of the Year Award.



<b>Agency and Contact</b>	City of Santa Barbara Adam Hendel, Project Manager Ph 805.897.1921   ahendel@SantaBarbaraCA.gov
<b>Cost and Funding</b>	\$478K (contract value)   \$4.2M (construction total) Federal and Local Funding
<b>Dates</b>	2013-2014
<b>Firm PM and Contact</b>	Greg Chelini Ph 805.456.3519   gchelini@mnsengineers.com

**Objective.** The Chapala Street Bridge is an important Mission Creek crossing point and a link between the Santa Barbara Amtrak Station and tourist accommodations, including a hostel and vacation rentals. The bridge was originally constructed in 1920 and was deemed structurally deficient, necessitating replacement of the bridge. The new \$4.2M bridge was constructed to meet current structural and earthquake standards. Improved on-street landscaping and updated street lighting were included in the bridge replacement project.

**Description.** The existing bridge was replaced with a new cast-in-place slab bridge with one vehicular lane in each direction and a 5-foot-wide sidewalk on each side. The southwest side of the new bridge deck is supported on 36-inch-diameter CIDH piles and a foundation behind the existing sandstone abutment. The northeast side of the new bridge is supported on 24-inch CIDH piles with a new abutment aligned with the existing sandstone walls upstream of the bridge and the existing bank downstream of the bridge. The project was constructed within a tight footprint, with limited right-of-way, and with work restricted to the summer months.

Additional project elements included drainage improvements, a decorative barrier railing, on-street landscaping, decorative street lighting improvements, compliance with several permitting requirements, diversion of Mission Creek, environmental monitoring throughout construction, and relocation of the endangered tidewater goby. During the multiple utility relocations for the project, significant coordination occurred with the contractor, City, and utility companies. Special considerations and documentation of the historical sandstone channel wall were made per Historic American Engineering Record (HAER) guidelines. The project was located in a commercial and residential area requiring significant public outreach to the property owners and tenants in the area. Daily communication with the public was instrumental in minimizing impacts and concerns during the project.

**Outcome.** Project Outcome: APWA 2014 Project of the Year, Honorable Mention.





**Pfeiffer Canyon Bridge Replacement**



<b>Agency and Contact</b>	Caltrans District 5/59 (Structures) Neil Weller, Senior Bridge Engineer Ph 805.471.2109   neil.weller@dot.ca.gov
<b>Cost and Funding</b>	\$300K (contract value)   \$24M (construction total) State Funding
<b>Dates</b>	4/2017-10/2017
<b>Firm PM and Contact</b>	Greg Chelini Ph 805.456.3519   gchelini@mnsengineers.com

**Objective.** During the heavy rainstorms in January 2017, the existing bridge was heavily damaged, causing closure to State Route 1 and requiring the bridge to be replaced expeditiously to allow the reopening of the heavily traveled highway.

**Description.** This \$24M emergency project involved the demolition and replacement of the existing bridge on State Route 1. The 315-foot-long, single-span steel bridge consisted of three 14.25-foot-tall steel girders required assembly onsite. Launched from one abutment to the other, this process required the erection of a center tall temporary support tower to facilitate the launching of the girders. Precise field surveying was required for the placement of the girders.

The project also constructed temporary shoring, CIDH piles, deep footings and abutment walls, barrier rail, painting of the steel girders, and joint seal assembly. This project was administered in accordance with Caltrans methods and procedures. The newly completed State Route 1 Pfeiffer Canyon Bridge was built and opened to the public in eight months when a project of this magnitude would normally take up to eight years.

**Outcome.** The project improvements are in operation and are highly successful, as shown by the following

awards: 2017 National APWA Project of the Year Award; 2018 APWA National Project of the Year Disaster or Emergency Construction/Repair Award.

**Various Emergency Storm Damage Slope and Highway Repairs**



<b>Agency and Contact</b>	Caltrans District 5 Jason Kline, Senior Construction Engineer Ph 805.698.2393   jason.kline@dot.ca.gov
<b>Cost and Funding</b>	\$400K (contract value)   Various (construction total) State Funding
<b>Dates</b>	2018
<b>Firm PM and Contact</b>	Greg Chelini Ph 805.456.3519   gchelini@mnsengineers.com

**Project Objective.** The heavy storms in the winter of 2017 caused numerous slides along State Routes 1, 9, 17, 35, and 236 in Santa Cruz County; State Route 1 in Monterey County; and US 101 and State Route 144 in Santa Barbara County, requiring emergency projects to repair sections of the highways.

**Project Description.** These multiple emergency projects varied in scope, but all involved repairing the existing slope and highway. Construction work consisted of tie back retaining walls, soldier pile walls, gabion walls, earthwork, repair and improvement to existing drainage systems, HMA paving, barrier rails, metal beam guard rail (MBGR), and traffic control. The projects were performed primarily on a time and material basis requiring extensive field coordination and tracking of the daily work. MNS provided construction inspection as part of the Caltrans on-call contract.

**Project Outcome.** Successfully completed.



<b>Agency and Contact</b>	Caltrans District 5 Wayne Walker, Senior Construction Engineer, Ph 805.549.3701   wayne.walker@dot.ca.gov
<b>Cost and Funding</b>	\$500K (contract value)   \$45M (construction total) State Funding
<b>Dates</b>	2017-2018
<b>Firm PM and Contact</b>	Greg Chelini Ph 805.456.3519   gchelini@mnsengineers.com

**Project Objective.** The heavy storms in the winter of 2017 caused massive slides and storm damage to State Route 1 along the Big Sur coast, forcing the closure to parts of the highway in late May 2017. The biggest of these slides was the Mud Creek slide which dumped over 8 million cubic yards of material onto a quarter mile stretch of the highway and into the ocean, creating 15 acres of new coastline. Due to the massive nature of the slide and its remote location, removal of unstable slide material and reconstruction of the highway took over one year to complete. The highway was ultimately realigned across the slide material and buttressed with a series of embankments, berms, large rock riprap at the toe of the slide, netting on the face of the slide, culverts, and other stabilizing material.

**Project Description.** This \$45M emergency repair project was administered on a time and material basis with work taking place from dawn to dusk seven days a week. In addition to the daily earthmoving operations, the project included constructing a sea wall consisting of over 200,000 tons of large rock rip rap to armor the toe of the slope, requiring 40 to 50 loads per day for over six months. Other features included installation of 700 feet of 63-inch diameter pipe to drain runoff from the southern portion of the project and Mud Creek; replacing the existing culvert system with 1,600 feet of 42- and 48-inch high-density

polyethylene (HDPE) pipe network; construction of four Hilfiker retaining walls up to 20 feet in height to stabilize the slope face; over 45,000 tons of Class 2 base; 5,000 tons of HMA paving; MBGR and final striping. MNS provided construction inspection as part of the Caltrans on-call contract.

**Project Outcome.** Successfully completed.

FOUNTAINHEAD CONSULTING CORPORATION	
State Route 246 Passing Lane and Operational Improvements	
<b>Agency and Contact</b>	Caltrans District 5 Kevin Murdock, Caltrans Senior Construction Engineer 805.441.8439   kevin.murdock@dot.ca.gov
<b>Cost and Funding</b>	\$200K (contract value)   \$18M (construction total) State Funding, Federal, Local Sales Tax Measure
<b>Dates</b>	2016-2017
<b>Firm PM and Contact</b>	Ivan Benavidez Ph 949.279.0640   ibenavidez@fountainheadcorp.com

**Objective.** This project widened four miles of State Route 246 to improve site distance and construct a passing lane.

**Description.** This \$18M highway improvement project was constructed in multiple stages and involved widening over four miles of highway including construction of new passing lanes and raising the profile over eight feet in some areas to improve sight distance. The project included over 250,000 cubic yards of roadway excavation; over 63,000 tons of HMA paving; 15,000 feet of HMA dike, 18- to 60-inch drainage pipe; reinforced concrete box culverts; RSP; Midwest guardrail system; and traffic control. Also included in the project was the installation of two 84-inch culverts under the highway to serve as wildlife crossings. The project required coordination with adjacent property owners to maintain access, close adherence to permit requirements, coordination with materials technicians and surveyors. As part of the Caltrans District 5 on-call, Tyrone Taylor of Fountainhead provided construction inspection.

**Outcome.** Completed on schedule and budget.





3

## Section 3. Organization and Approach



### FIRM LEGEND

- MNS
- FOUNTAINHEAD

### Professional and Qualified Team

The key to a successful project is a highly qualified team. We are confident we have a professional and experienced team to provide the County with quality services under this contract. Our team was assembled to meet all the specific elements and needs for this on-call contract. We work with the following key objectives in mind:

- Quality review and inspection services
- Schedule and budget efficiency
- Adherence to quality assurance/quality control standards
- Constant communication
- Application of technical and practical expertise

This section provides an overview of our construction management support team, project and management approach, and resumes for key team members.

### Team Composition

MNS will manage this on-call contract from our headquarters in Santa Barbara, CA. The proposed construction management team is comprised of the following groups:

10	Resident Engineers/Structures Representatives
20	Construction Inspectors
3	Office Engineers

Our team also includes Fountainhead to fulfill DBE requirements for federally funded projects. We have worked with Fountainhead for the last six years and are currently working with them on our Caltrans District 5 on-call contract.

### Brief Overview of Support Team

Name/Role	Yrs Exp	Credentials	Experience
<b>Art Infante, PE</b> , Resident Engineer ●	21	<ul style="list-style-type: none"> <li>Professional Civil Engineer, CA No. 64749</li> <li>BS, Civil Engineering, California State University, Los Angeles, CA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>David Lewis, PE</b> , Resident Engineer/Structures Representative ●	25	<ul style="list-style-type: none"> <li>Professional Civil Engineer, CA No. 47531</li> <li>BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Dan Miller, PE</b> , Resident Engineer ●	34	<ul style="list-style-type: none"> <li>Professional Civil Engineer, CA No. 40955</li> <li>BS, Civil Engineering, Washington State University, WA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Michael Posey, PE, QSP, ENV SP</b> , Resident Engineer/Structures Representative ●	29	<ul style="list-style-type: none"> <li>Professional Civil Engineer, CA No. 68668</li> <li>QSP, CA No. 25731</li> <li>BS, Civil Engineering, Bradley University, IL</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Dean Russu, PE, CCM, QSD/QSP</b> , Resident Engineer/Structures Representative ●	26	<ul style="list-style-type: none"> <li>Professional Civil Engineer, CA No. 56076</li> <li>Certified Construction Manager, No. 4743</li> <li>QSP/QSD, CA No. 00859</li> <li>MS, Structural Engineering, Stanford University, CA; BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Bill Callaghan, PE, QSD/QSP</b> , Resident Engineer ●	30	<ul style="list-style-type: none"> <li>Professional Civil Engineer, CA No. 64285</li> <li>QSD/QSP, CA No. 22772</li> <li>BS, Civil Engineering, Stevens Institute of Technology, NJ</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Chris Cooper, CPII</b> , Construction Inspector ●	16	<ul style="list-style-type: none"> <li>Certified Public Infrastructure Inspector</li> <li>ACI Concrete Field Testing Technician, Grade 1</li> <li>ICC Pre-Stressed Concrete Special Inspector, No. 5312076-92; Reinforced Concrete Special Inspector, No. 5312076-49; Soils Special Inspector, No. 5312076-EC; Spray Applied Fire Proofing Special Inspector; Structural Masonry Special Inspector, No. 5312076-84</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Craig Fraki, CPII</b> , Construction Inspector ●	25	<ul style="list-style-type: none"> <li>Certified Public Infrastructure Inspector</li> <li>AA, General/Construction Technology, Ventura Community College, CA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>George Haines</b> , Construction Inspector ●	29	<ul style="list-style-type: none"> <li>NICET Highway Construction, Level III, No. 80134</li> <li>ACI Concrete Field Testing Technician</li> <li>AS, Civil Engineering, Hartford State Technical College, CT</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Steve Hendrickson, PE</b> , Construction Inspector ●	32	<ul style="list-style-type: none"> <li>Professional Civil Engineer, CA No. 46657</li> <li>BS, Agricultural Engineering, California Polytechnic State University, San Luis Obispo, CA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Garrett Hilton, CPII</b> , Construction Inspector ●	30	<ul style="list-style-type: none"> <li>Certified Public Infrastructure Inspector</li> <li>ACI Concrete Field Testing Technician</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Phil Lemmon</b> , Construction Inspector ●	40	<ul style="list-style-type: none"> <li>Nuclear Testing Gauge Operator, No. 059034</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Stan Medel</b> , Construction Inspector ●	29	<ul style="list-style-type: none"> <li>ACI Concrete Field Testing Technician</li> <li>AA, Ornamental Horticulture, California Polytechnic State University, San Luis Obispo, CA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge replacements.

Name/Role	Yrs Exp	Credentials	Experience
<b>Taylor Merlo, PE,</b> Construction Inspector ●	6	<ul style="list-style-type: none"> <li>Professional Civil Engineer, CA No. 87349</li> <li>BS, Civil Engineering, University of Southern California, CA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Bob Riggins,</b> Construction Inspector ●	32	<ul style="list-style-type: none"> <li>10-hour Construction Safety, Cal/OSHA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Howard Sanders,</b> Construction Inspector ●	23	<ul style="list-style-type: none"> <li>MS, Computer Sciences, Mississippi Valley State University, MS</li> <li>ACI, Field Testing Technician Grade I; Concrete Strength Testing Technician; Associate Concrete Transportation Construction Inspector</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Ken Shaner,</b> Construction Inspector ●	35	<ul style="list-style-type: none"> <li>10-hour Construction Safety, Cal/OSHA</li> <li>Soils Inspection and Engineering Certificate, California State University, Long Beach, CA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>John Stage,</b> Construction Inspector ●	40	<ul style="list-style-type: none"> <li>10-hour Construction Safety, Cal/OSHA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Tim Stover, CPII,</b> Construction Inspector	24	<ul style="list-style-type: none"> <li>Certified Public Infrastructure Inspector</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Charles Trenbeth, PE, RA,</b> Construction Inspector ●	17	<ul style="list-style-type: none"> <li>Professional Civil Engineer, CA No. 68937</li> <li>Registered Architect, CA No. C11108</li> <li>MS, Civil Engineering, University of Southern California, CA; BS, Architectural Studies, University of Southern California, CA</li> </ul>	Roadway improvements, sidewalks, and walls.
<b>Ron Milligan, PLA,</b> Landscape Inspector ●	33	<ul style="list-style-type: none"> <li>Professional Landscape Architect, CA No. 3151</li> <li>BS, Landscape Architecture, California Polytechnic State University, San Luis Obispo, CA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Nathan Norwood, CPII,</b> Electrical Inspector ●	19	<ul style="list-style-type: none"> <li>Certified Public Infrastructure Inspector</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Rob Snider,</b> Electrical Inspector ●	31	<ul style="list-style-type: none"> <li>Electrical Union Apprenticeship, IBEW</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Celeste Alfino,</b> Office Engineer ●	18	<ul style="list-style-type: none"> <li>Confined Space Awareness</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Anita Berger,</b> Office Engineer ●	29	<ul style="list-style-type: none"> <li>10-hour Construction Safety, Cal/OSHA</li> <li>AA, College of the Sequoias, Visalia, CA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Rachel Sousa,</b> Office Engineer ●	6	<ul style="list-style-type: none"> <li>BS, Construction Management, California Polytechnic State University, San Luis Obispo, CA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Ivan Benavidez, Jr., PE, QSD,</b> Resident Engineer/Structures Representative ●	26	<ul style="list-style-type: none"> <li>MS, Civil Engineering, California State University Long Beach; BS, Civil Engineering, New Mexico State University</li> <li>Professional Civil Engineer, CA No. 52076</li> <li>QSD, CA No. 52076</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Victor Valdovinos, PE, QSD,</b> Resident Engineer/Structures Representative ●	27	<ul style="list-style-type: none"> <li>Professional Civil Engineer, CA No. 54687</li> <li>QSD, CA No. 54687</li> <li>MBA, California Polytechnic State University, Pomona, CA; BS, Civil Engineering, California Polytechnic State University, Pomona, CA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.

Name/Role	Yrs Exp	Credentials	Experience
<b>Javid Sharifi, PE, QSD,</b> Construction Inspector ●	21	<ul style="list-style-type: none"> <li>Professional Civil Engineer, CA No. 60926</li> <li>QSD, CA No. 60926</li> <li>MS, Civil Engineering, University California, Berkeley, CA; BS, Civil Engineering, University of Massachusetts, Lowell, MA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Tyrone Taylor, Jr., PE, QSD,</b> Construction Inspector ●	17	<ul style="list-style-type: none"> <li>BS, Civil Engineering, California State University Long Beach, CA</li> </ul>	Roadway improvements, sidewalks, walls, and bridge retrofit and replacements.
<b>Mario Garcia,</b> Electrical Inspector ●	31	<ul style="list-style-type: none"> <li>General Electrician, CA No. 106818</li> </ul>	Roadway improvements, electrical signals, and lighting.

## Project Management Approach

MNS’ overall management approach is to provide the most qualified and experienced resources to the County in a timely manner with personnel which best meets the needs of the anticipated project. MNS staff will work as an extension of the County’s staff and represent the community to ensure the contractor provides a product that meets the plans, specifications, and quality level set forth by the County.

Greg Chelini, MNS Contract Manager, lives in Santa Barbara and is accessible at all times to better respond to any immediate needs as well as planned project staffing needs that the County may require. MNS has provided similar construction engineering services to the County and we understand the local conditions as well as the County procedures and expectations. Employing experienced and trained staff familiar with the area and a wide array of public works projects allows added flexibility in meeting the County’s needs.

The MNS team is currently managing several on-call contracts and will be able to manage the County's on-call contract through management procedures developed specifically for managing on-call inspection contracts. Based on on-call contracts completed with other agencies, we have divided our approach to managing this contract and associated task orders into four phases:

- Contract Setup and Project Scoping
- Staffing Implementation
- Quality Assurance and Cost Control
- Reporting/Invoicing

## Contract Setup and Project Scoping

As part of Contract Setup, one of the first actions upon selection is to meet with the County's Project Manager to establish a clear protocol and understand specific forms, reports, invoicing processes, schedule, and expectations for the contract. Communication is fundamental to establishing a firm foundation. The MNS Contract Manager will prepare detailed scope of services for each project or task order based upon the following:

- County requested staffing need
- Our understanding of the project and project need
- Information supplied by the County

## Staffing Implementation

Staffing Implementation starts with understanding the staffing needs of the current project as well as future projects. This is accomplished by communicating with the County's Project Manager on a consistent basis in order to anticipate the specific project need and identify/approve the scope of work in advance to proactively meet the project needs. Based in Santa Barbara, we can immediately respond to County staffing/project needs. Our staff is crossed trained in multiple disciplines providing the County with a high level of efficiency and experience for its projects.

## Quality Assurance and Quality Control

MNS considers quality control the backbone of the value-added services we provide. Based on working with various local agencies for over 56 years, MNS has developed an internal Quality Assurance/Quality Control (QA/QC) program that is implemented on all projects.



The program, which is tailored to meet the specific work requirements and expectations for the County's on-call contract, focuses on performance and responsibilities. As the first order of work, the MNS Contract Manager will implement its Quality Control Plan for the contract. The program will include procedures to ensure quality and timely services; provide accurate and timely services, documentation, calculations, and reports; and perform in a professional manner. The Contract Manager will monitor and oversee each individual project staffing need throughout the contract to ensure the overall quality of service for the project and the County are being met. Implementation of this system has resulted in all MNS managed construction projects successfully passing federal and state audits for funding reimbursement and timely closeout with project agencies. A few of the areas double-checked for completeness and accuracy as part of the reviews include:

- Daily reports/labor compliance
- Contract Change Order (CCO), request for information (RFI), submittal, and material logs
- Pay quantities/progress pay applications
- Project schedule and costs

### Reporting/Invoicing

The MNS Contract Manager will work directly with the County's Project Manager to effectively communicate task order status, progress, and MNS team performance to the County. Contract budget will be accurately tracked, and detailed cost and budget information will be clearly provided to the County's Project Manager. If any events on the construction contract arise that could affect our budget, these will be discussed immediately.

### Key Team Member Qualifications

MNS understands our key team members will be available throughout the life of this on-call contract. Our key team members have worked together on numerous transportation projects, on County projects, and bring a breadth of experience to the County.

#### Greg Chelini, PE Yrs Exp 31

**Role** Contract Manager  
**License** Professional Civil Engineer, CA No. 48181



Mr. Chelini specializes in construction management and project management working for public agencies. Greg previously worked for Caltrans Structures Construction for over 12 years. He is currently managing several Caltrans and local agency on-call contracts. As Contract Manager, Greg will act as the point-of-contact and managing the on-call services contract to meet the needs of the County on various projects. He will serve as a technical resource and provide quality assurance/quality control. Relevant project experience includes:

- **On-Call Structures Construction Inspection,** Caltrans District 5, CA
- **Cabrillo Boulevard Bridge Replacement,** City of Santa Barbara, CA
- **Los Carneros Road Overhead Bridge Replacement at US 101,** City of Goleta
- **Linden Avenue and Casitas Pass Road Interchange Improvements,** Caltrans District 5, CA

#### Aaron Hilton, PE, QSD/QSP Yrs Exp 28

**Role** Resident Engineer/Structures Representative  
**License** Professional Civil Engineer, CA No. 75698  
**Certificate** Qualified SWPPP Developer/Practitioner, CA No. 20698



Mr. Hilton has significant experience in construction management for transportation projects. Aaron's responsibilities involve onsite project construction management, supervision, and inspection. He has significant experience with the construction of interchanges, bridge and roadway replacements and widenings, realignment, embankment stabilizations, environmentally sensitive areas, and procedures in accordance with the Caltrans Construction Manual.

As Resident Engineer/Structures Representative, responsibilities include contract administration;

correspondence; review of submittals, working drawings, and RFIs; review and negotiate CCOs; coordinate special inspections, survey, and materials testing; oversee inspection; weekly project meetings; coordinate with the contractor, the County, and utilities; and communication with the County’s Project Manager. Relevant project experience includes:

- Los Carneros Road Overhead Bridge Replacement,**  
City of Goleta, CA
- Hollister Avenue Class I Bike Path and Pedestrian Improvements,**  
City of Goleta, CA
- Los Osos Valley Road Interchange Improvements at US 101,**  
City of San Luis Obispo, CA
- Cathedral Oaks Road Bridge Replacement,**  
County of Santa Barbara, CA

**Andrew Borrelli, PE, CPII, QSD/QSP** **Yrs Exp** 14

<b>Role</b>	Resident Engineer/Structures Representative
<b>License</b>	Professional Civil Engineer, CA No. 75700
<b>Certificate</b>	Certified Public Infrastructure Inspector Qualified SWPPP Developer/Practitioner, CA No. 25197



Mr. Borrelli has over 14 years of experience providing construction management, inspection, and design for public agencies. Andrew specializes in the construction

management for various types of projects including bridges (post-tensioned box girder, flat slab, pre-engineered steel truss, and pre-cast), retaining walls (cast-in-place, soldier beam and lagging, and tie-back), and box culverts. Andrew has also acted as a Bridge Engineer developing structural plans,

calculations, quantities, and specifications and estimates for various transportation projects. As Resident Engineer/Structures Representative, responsibilities include contract administration; correspondence; review of submittals, working drawings, and RFIs; review and negotiate CCOs; coordinate special inspections, survey, and materials testing; oversee inspection; weekly project meetings; coordinate with the contractor, the County, and utilities; and communication with the County’s Project Manager. Relevant project experience includes:

- Cathedral Oaks Road Bridge Replacement,**  
County of Santa Barbara, CA
- Hollister Avenue Class I Bike Path and Pedestrian Improvements,**  
City of Goleta, CA
- Los Osos Valley Road Interchange Improvements at US 101,**  
City of San Luis Obispo, CA
- US 101 Widening and Rehabilitation at San Miguel,**  
Caltrans District 5, CA

## Team Resumes

This section concludes with our key team member resumes and references. Resumes for support team members are available upon request.

Greg Chelini, PE, Contract Manager	PG 16
Aaron Hilton, PE, QSD/QSP, Resident Engineer/Structures Representative	PG 18
Andrew Borrelli, PE, CPII, QSD/QSP, Resident Engineer/Structures Representative	PG 20



## Greg Chelini, PE Contract Manager

### Firm

- MNS Engineers, Inc.

### Areas of Expertise

- Construction management and inspection
- Transportation projects
- Sewer and water projects
- Constructability reviews
- Contract administration
- Public agency coordination
- Caltrans procedures

### Years of Experience

- Total: 31
- With MNS: 10

### Licensing

- Professional Civil Engineer, CA No. 48181

### Certification

- Confined Space Awareness

### Education

- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

### Professional Development

- Temporary Pedestrian Facilities, Caltrans

### References

- Eric Pearson, Construction Engineer, County of Santa Barbara  
 4415 Cathedral Oaks Road, Santa Barbara, CA 93110  
 805.881.5886 | pearson@co.santa-barbara.ca.us
- Teresa Lopes, Senior Project Manager, City of Goleta  
 130 Gremona Drive, Suite E, Goleta, CA 93117  
 805.881.7583 | tlopes@cityofgoleta.org
- Neil Weller, Senior Bridge Engineer, Caltrans  
 50 Higuera Street, San Luis Obispo, CA 93401  
 805.471.2100 | neil.weller@dot.ca.gov

*"Greg is honest with the utmost professional integrity. Also, he is very easy to work with."*

*Kenny Faving, Senior Bridge Engineer/Contract Manager  
 Caltrans Office of Structures, DSFSB*

Mr. Chelini has over 31 years of construction management and project management experience working for public agencies. Prior to MNS, Greg worked 12 years for the California Department of Transportation (Caltrans). His extensive work experience makes him highly qualified for supervising staff on concurrent projects; administering multiple projects; supporting field staff; providing project team quality control; applying value engineering concepts to projects; consulting with various project players to facilitate efficient job progress and maintaining project integrity; coordinating with public agencies; and maintaining project schedule and budget. His experience includes:

Caltrans On-Call Construction Inspection Services, District 5/59, CA. Consultant Contract Manager. Consultant Contract Manager. Greg is currently acting as the Project Manager for the Caltrans District 59 On-Call contract in District 5. Responsibilities include coordinating with the Caltrans Contract Manager as well as Caltrans Senior Engineers, Structures Representatives, and subconsultants to determine and properly staff upcoming project and staffing needs. Additional responsibilities include overseeing MNS inspection personnel, training, and management; personnel requests; budget summaries; managing task order budgets; coordinating logistical support for inspectors; providing needed supplies, equipment and training; ensuring compliance with DIR prevailing wage requirements; and all other applicable contract requirements; and quality control for staff.

Cabrillo Boulevard Bridge Replacement, City of Santa Barbara, CA. Project Manager. As part of the Lower Mission Creek Flood Control project, this \$14M bridge was constructed at Cabrillo Boulevard and State Street in one of the most tourist-frequented areas in downtown Santa Barbara. This project replaced the existing bridge with a widened and longer bridge spanning Mission Creek, a highly environmentally-sensitive lagoon and estuary. One of the goals of this project was to preserve the architectural integrity of this historic bridge. The existing four-lane bridge, sidewalks, and bike path were replaced with a four-lane pre-stressed/pre-cast (PS/PC) slab bridge with sidewalks, decorative rail and lighting. The bridge was founded on special Tubex Piles as well as cast-in-drill-hole (CIDH) pile extensions with drop caps at the pier bents. This project was constructed in several stages to accommodate the high level of traffic.



**Linden Avenue and Casitas Pass Road Operational Improvements at US 101, Caltrans District 5, Carpinteria, CA. Contract Manager.** This \$52M Caltrans multi-stage construction project along a 1.5-mile stretch of US 101 replaces two interchanges/overpasses over US 101 in the City of Carpinteria, adds a new bridge over Carpinteria Creek to connect Via Real with Casitas Pass Road, upgrades the southbound off-ramp intersection with a new roundabout, and extends the existing Via Real frontage road. Additional improvements include sound walls with architectural treatments along US 101. This challenging project raises the grade on US 101 by 10 feet to provide the capacity for a 100-year storm event for Carpinteria Creek. Construction elements include a new cast-in-place (CIP) and post-tensioned box girder bridge structure; three bridge replacements (CIP, post-tensioned, and box girder bridge structures); concrete retaining walls; sound walls; reinforced box culverts and drainage improvements; rapid set lean concrete base (LCB) and jointed plain concrete pavement (JPCP); over 25,000 tons of hot mix asphalt (HMA) paving; 12,000 cubic yards of continuously reinforced concrete pavement (CRCP); overhead sign structures; concrete barrier railing and metal beam guard rails (MBGRs); signals and lighting; and multiple utility realignments. Due to several concurrent interchange construction projects at various locations, this project requires constant coordination with the City of Carpinteria, other local agencies, and the public. Located in an environmentally sensitive area, this project also requires special attention to environmental permits.

**Los Cameros Road Overhead Bridge at US 101, City of Goleta, CA. Project Manager.** This \$8.3M project removed and replaced the existing bridge over the Union Pacific Railroad (UPRR) tracks. This project was multi-staged to accommodate traffic across the bridge throughout construction. New pre-cast girders were used to construct the new bridge over the railroad tracks. The work within the UPRR right-of-way required close coordination with the railroad from the initial submittal of falsework plans to the flagmen required throughout construction. Project elements included driven pipe piles, shoring and falsework, pre-cast girders, and lightweight expanded polystyrene backfill. Responsibilities included project supervision, contract oversight with the client, schedule and budget control, CM quality control, assisting Resident Engineer/Structures Representative with technical items, and coordination with the City and Caltrans.

**Chapala Street Bridge Replacement, City of Santa Barbara, CA. Project Manager.** This \$1.6M bridge replacement project was part of the Lower Mission Creek Rehabilitation project. Project elements consisted of a

single-span CIP slab bridge, CIDH piles, reconstructing the existing sandstone retaining walls, significant shoring and falsework, architectural concrete railing, utility relocation, decorative lighting, dewatering, and a creek diversion. The project was constructed in a highly environmentally sensitive area and included monitoring and relocating steelhead, tidewater gobies, and nesting birds. The existing channel walls were historically significant and involved specific Historic Landmark Commission requirements as to their reconstruction. Responsibilities included project supervision, coordinating multiple subconsultants, schedule and budget control, CM quality control, assisting the Resident Engineer/Structures Representative with technical items, and coordinating with the City. APWA Project of the Year winner, Honorable mention.

**Los Osos Valley Road Interchange at US 101, City of San Luis Obispo, CA. Principal-in-Charge/Project Manager.** This \$17M project constructed a new four-span, 370-foot-long, post-tensioned, cast-in-place (CIP) box girder bridge on Los Osos Valley Road (LOVR) over US 101; widened a three-span, 112-foot-long multi-plate bridge over San Luis Obispo Creek; and upgraded all four on/off-ramps at the US 101 interchange. Additional project elements involved constructing retaining walls, Americans with Disabilities Act (ADA) ramps; drainage systems and embankments; traffic control; paving jointed plain concrete pavement (JPCP) and hot mix asphalt (HMA); relocating utilities; and adhering to permit requirements. Beautification features included architectural treatment of the concrete barriers, ornamental lighting fixtures, permanent erosion protection, and creek restoration. Extensive public relations and outreach kept this active community informed. The project, constructed within City and Caltrans right-of-way, was performed in accordance with applicable City and Caltrans standards, methods, and procedures.

**San Luis Bay Drive Bridge, San Luis Obispo County, CA. Principal-in-Charge.** This \$8M bridge replacement and roadway realignment project consisted of a cast-in-place, post-tensioned box girder bridge, five retaining walls, new signalized intersection, bike trail realignment, extensive excavations and grading, roadway paving, and utilities. Creek realignment dewatering, strict environmental provisions, and close coordination with the California Department of Fish and Wildlife and Regional Water Quality Control Board were required. This project was administered per Caltrans Local Assistance Procedures Manual.



## Aaron Hilton, PE, QSD/QSP

### Resident Engineer/Structures Representative

#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Caltrans procedures
- Roadways and bridges
- Utility coordination
- Storm drain systems

#### Years of Experience

- Total: 28
- With MNS: 15

#### Licensing

- Professional Civil Engineer, CA No. 75085

#### Certifications

- Qualified SWPPP Developer/Practitioner, CA No. 20088
- 10-hour Construction Safety, Cal/OSHA
- Confined Space Awareness
- Radiation Safety Officer
- Defensive Driving
- CPR and First Aid

#### Education

- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

#### References

- Eric Pearson, Construction Engineer, County of Santa Barbara  
 4415 Cathedral Oaks Road, Santa Barbara, CA 93110  
 805.881.5888 | pearson@co.santa-barbara.ca.us
- Teresa Lopes, Senior Project Manager, City of Goleta  
 130 Cremona Drive, Suite B, Goleta, CA 93117  
 805.861.7563 | tlopes@cityofgoleta.org
- Matt Horn, Deputy Director of Public Works/City Engineer, City of San Luis Obispo  
 919 Palm Street, San Luis Obispo, CA 93401  
 805.781.7181 | mhorn@slcoity.org
- Andy Gill, Senior Bridge Engineer, Caltrans  
 35 S. La Palera Lane, Suite E, Goleta, CA 93117  
 805.705.1201 | andy.gill@dot.ca.gov

Mr. Hilton has significant experience in construction management for transportation projects. Aaron's responsibilities involve onsite project construction management, supervision, and inspection for a variety of interchange, road, and bridge projects. He has worked with many different agencies at the city, county, state and federal level, including Caltrans, Environmental Protection Agency, California State Parks, Southern Pacific Railroad, US Army Corps of Engineers, and the California State Water Project. His project roles have ranged from Resident Engineer, Structures Representative, Inspector, to Engineer. He has significant experience with the construction of interchanges, bridge and roadway replacements and widenings, realignment, embankment stabilizations, environmentally sensitive areas, and procedures in accordance with the Caltrans Construction Manual. His experience includes:

**Cathedral Oaks Road Bridge Replacement, County of Santa Barbara, CA. Project Manager.** This \$3.2M project replaced the bridge located on Cathedral Oaks Road over San Antonio Creek near the entrance to Tucker's Grove Park. Construction occurred in multiple stages and consisted of a single-span, pre-stressed box girder bridge on cast-in-drilled-hole (CIDH) piles. Construction within the creek required stream diversion and adhered to several environmental permit requirements. The project also included several drainage systems, traffic signal and lighting, temporary shoring and falsework, rock slope protection (RSP), traffic control, and multiple utility relocations. The new bridge now accommodates standard lane widths and pedestrian and bicycle access.

**Huenhuero Creek Bridge Replacement, Caltrans District 59, CA. Structures Representative.** This \$5.2M multi-staged Caltrans construction project involved a bridge replacement, new roadway, and several new drainage structures. The bridge consisted of 810-millimeter cast-in-drilled-hole (CIDH) piles and a post-tensioned voided slab deck with drop bent caps. This project required the use of driven falsework as well as a traditional pad and post system because of the need to leave the falsework in place within the creek through winter. Responsibilities included construction inspection tasks such as daily inspection and documentation, preparing monthly estimates, concrete sampling, submittal review, and checking grades.



**Los Osos Valley Road Interchange at US 101, City of San Luis Obispo, CA. Resident Engineer/Structures Representative.** This \$17M project constructed a new four-span, 370-foot long, post-tensioned, box girder bridge on Los Osos Valley Road (LOVR) over US 101; widened a three-span, 112-foot-long multi-plate bridge over San Luis Obispo Creek; and upgraded all four on/off-ramps at the interchange. The new bridge provided two additional eastbound lanes, along with sidewalks and bike lanes, for traffic relief on this busy roadway. LOVR now has two 12-foot lanes for westbound traffic; two 12-foot lanes for eastbound traffic; pedestrian sidewalks; and bike lanes in both directions. The project was built in multiple stages to accommodate traffic through this heavily traveled corridor. The project also included retaining walls, multiple drainage systems, embankments with specified settlement periods; traffic control; jointed plain concrete pavement (JPCP) and hot mix asphalt (HMA) paving; temporary signalization; permanent traffic signals; ramp metering; and utility relocations. Beautification elements included architectural treatment of the concrete barriers, ornamental lighting fixtures, permanent erosion protection, and creek restoration. Constructed within City and Caltrans right-of-way, this project was administered in accordance with applicable City and Caltrans standards, methods, and procedures. ASCE San Luis Obispo Branch, Project of the Year, Transportation, Winner.

**Santa Maria River Bridge Widening at US 101, Caltrans District 5, CA. Structures Representative.** This \$30M project retrofitted and widened the existing 28-span, 2,080-foot-long bridge to three traffic lanes in each direction with 10-foot shoulders and a 12-foot-wide Class I bike path. The on/off-ramps between US 101 and State Route 188 were reconstructed to accommodate the heavy truck traffic and new sign structures were placed on 5-foot-diameter cast-in-drilled-hole (CIDH) piles. The existing deck was removed, and 280 of the existing pre-cast girders were reused. These existing girders were combined with 261 new pre-cast I-girders to construct the final 130-foot-wide and 2,080-foot-long structure. The existing piers and abutments were retrofitted using 184 cast-in-steel-shell (CISS) piles to support the new structure. Portions of these retrofits were made within the soil-cement levees maintained by the US Army Corps of Engineers. The profile was modified to comply with new design standards, which required repaving the roadway on both ends of the bridge. Multiple drainage systems were modified to accommodate the profile changes. Responsibilities included reviewing and approving working drawings, concrete mix designs, falsework, and shoring plans; performing and overseeing inspection of the bridge structure; writing and tracking change orders; tracking pay item quantities; and defending the State against any claims.

**Los Carneros Road Overhead Bridge Replacement at US 101, City of Goleta, CA. Resident Engineer/Structures Representative.** This \$8.3M project removed and replaced the existing three-span T-beam bridge over the Union Pacific Railroad (UPRR) tracks and reconstructed the approaches to the bridge. This project was constructed in multiple stages to accommodate traffic across the bridge throughout construction. The new bridge was a single-span, 78-foot-long, pre-stressed, pre-cast I-girder bridge supported on 30-foot-tall abutments founded on driven pipe piles. Additional construction elements included several large retaining walls, lightweight expanded polystyrene backfill behind the abutments, earthwork, hot mix asphalt (HMA) paving, drainage systems, traffic control, temporary shoring, falsework, utility relocation. The work within the UPRR right-of-way required close coordination with the railroad from the initial submittal of falsework plans to the flagmen required throughout construction. Aaron was the direct project contact; he coordinated with the City, Caltrans, and UPRR. Responsibilities included contract administration; reviewing and approving of working drawings, falsework plans, shoring plans, and concrete mix designs; inspection oversight; writing and tracking change orders; and processing pay estimates.

**Hollister Avenue Class I Bike Path and Pedestrian Improvements, City of Goleta, CA. Project Manager.** This \$5M project constructed a Class I bike/multi-purpose path along the south side of Hollister Avenue from Pacific Oaks Road to Ellwood Elementary School. This project consisted of over a mile of complete street improvements such as pavement rehabilitation, multimodal path construction, replacement of over a dozen curb ramps, drainage improvements, signaled intersection upgrades, parkway and median planter construction, and curb and gutter replacement. The pavement rehabilitation entailed removal and replacement of failing pavement sections, pavement leveling courses, pavement overlays, and micro surfacing placement. The project also incorporated a detailed landscape and recycled water irrigation plan, which enhanced the bikeway and pedestrian path. The construction team maintained access to adjacent businesses and provided safe pedestrian and bicycle passage through the project site. Proactive daily traffic control monitoring and coordination with the public also contributed to the success of the project. MNS utilized an in-house document control system to manage the project in accordance with City and Caltrans Local Assistance Procedure Manual (LAPM) guidelines. Responsibilities included managing the service contracts with the Owner and subconsultants, overseeing project staffing, and assisting the Resident Engineer.

## Andrew Borrelli, PE, CPII, QSD/QSP Resident Engineer/Structures Representative

### Firm

- MNS Engineers, Inc.

### Areas of Expertise

- Construction management and inspection
- Construction administration
- Transportation projects
- Structures expertise

### Years of Experience

- Total: 14
- With MNS: 5

### Licensing

- Professional Civil Engineer, CA No. 75700  
(Issue date: 1/2010; Expiration date: MM/YYYY)

### Certifications

- Certified Public Infrastructure Inspector, APWA
- Qualified SWPPP Developer/Practitioner, CA No. 25197
- Concrete Field Testing Technician, Grade I, ACI No. 0113837
- Caltrans CTM 51B, 533, 538, 540
- 10-hour Construction Safety, Cal/OSHA
- Confined Space Awareness
- Defensive Driving
- CPR and First Aid

### Education

- BS, Civil Engineering, minor in Construction Management,  
California Polytechnic State University, San Luis Obispo,  
CA, 2008

### Professional Development

- Caltrans Resident Engineer Academy
- Primavera P8 Scheduling Training

### Affiliation

- American Society of Civil Engineers

### References

- Eric Pearson, Construction Engineer, County of Santa Barbara  
4415 Cathedral Oaks Road, Santa Barbara, CA 93110  
805.881.5888 | pearson@co.santa-barbara.ca.us
- Teresa Lopes, Senior Project Manager, City of Goleta  
130 Cremona Drive, Suite B, Goleta, CA 93117  
805.861.7563 | tlopes@cityofgoleta.org
- Wayne Walker, Senior Construction Engineer, Caltrans  
1558 El Camino Real, San Luis Obispo, CA 93401  
805.542.3701 | wayne.walker@dot.ca.gov

Mr. Borrelli provides construction management, inspection, and design for public and private agencies. Andrew specializes in the construction management and design for various types of projects including bridges (post-tensioned box girder, flat slab, pre-engineered steel truss, and pre-cast), retaining walls (cast-in-place, soldier beam and lagging, and tie-back), box culverts, and water resources (towers, tanks, stormwater retention basins) as well as vertical structures. Andrew has also acted as a Bridge Engineer developing structural plans, calculations, quantities, and specifications and estimates for various transportation projects. His experience includes:

Cathedral Oaks Road Bridge Replacement, County of Santa Barbara, CA. *Resident Engineer/Structures Representative.* This \$3.2M project replaced the bridge located on Cathedral Oaks Road over San Antonio Creek near the entrance to Tucker's Grove Park. Construction occurred in multiple stages and consisted of a single-span, pre-stressed box girder bridge on cast-in-drilled-hole (CIDH) piles. Construction within the creek required stream diversion and adhered to several environmental permit requirements. The project also included several drainage systems, traffic signal and lighting, temporary shoring and falsework, rock slope protection (RSP), traffic control, and multiple utility relocations. The new bridge now accommodates standard lane widths and pedestrian and bicycle access. Responsibilities included overseeing the construction of the new structure and the associated road and drainage work; project inspection; contract administration and documentation; reviewing RFIs and submittals such as falsework shop drawings, post-tensioning (PT) shop drawings, bridge removal work plans, shoring plans, and concrete mix designs; preparing all contract change orders (CCOs); and overall project coordination.

Jalama Road Bridge Replacement, County of Santa Barbara, CA. *Structures Representative/Inspector.* This \$4.3M project replaced the existing two-lane, three-span steel-girder bridge over Jalama Creek with a two-lane, single-span, 180-foot-long, pre-cast, pre-stressed concrete-spliced bulb-tee girder bridge. Environmental constraints necessitated the selection of pre-cast concrete over traditional cast-in-place concrete; no falsework construction was permitted in the creek channel. Furthermore, as a result of the remote location, each of the 158-foot-long bulb-tee girders were delivered in three segments (two 46-foot segments and one 62-foot segment) and then spliced together onsite. The girder segments were spliced on the ground in the project staging area with high-strength concrete and post-



## Andrew Borrelli, PE, CPEI, QSD/QSP, PG 2

tensioned with pre-stressing strands. Upon completion of the splicing operation, the girders were placed on the new abutments with a 550-ton and 350-ton crane.

**Kinevan Road Bridge Replacement, County of Santa Barbara, CA. Structures Representative.** This project replaced the existing bridge on Kinevan Road over San Jose Creek with a new 45-foot-long bridge comprised of abutments founded on cast-in-drilled-holes (CIDH) piles and a superstructure of voided pre-cast slabs with a polyester concrete deck. Construction occurred in a remote location and over a flowing creek requiring strict adherence to environmental documents. Responsibilities included overseeing the bridge construction, including daily coordination with the contractor; structure inspection; reviewing all structure submittals such as girder erection plan, post-tensioned (PT) shop drawings, and pre-cast shop drawings; writing change orders; and responding to requests for information (RFIs).

**Jonata Park Road Bridge Replacement, County of Santa Barbara, CA. Structures Representative.** This project replaced the existing bridge over Zaca Creek with a new structure consisting of pre-cast "bulb-tee" girders; the abutments were built on CIDH piles. The project was constructed in two stages to allow for traffic access through the project. The project observed strict environmental constraints and protected historical elements of the original structure. Special consideration and field engineering was required to accommodate the camber of the pre-cast girders. Responsibilities included overseeing the bridge and retaining wall construction including mentoring an agency inspector; reviewing all structure submittals such as the girder erection plan, shoring design, falsework shop drawings, pre-cast shop drawings, etc.; and responding to RFIs.

**Los Osos Valley Road Interchange at US 101, City of San Luis Obispo, CA. Assistant Structures Representative.** This \$17M project constructed a new four-span, 370-foot long, post-tensioned, box girder bridge on Los Osos Valley Road (LOVR) over US 101; widened a three-span, 112-foot long multi-plate bridge over San Luis Obispo Creek; and upgraded all four on/off-ramps of the interchange. The new bridge provided two additional eastbound lanes for traffic relief on this busy roadway, in addition to sidewalks and bike lanes. The project was built in multiple stages to accommodate traffic through this heavily traveled corridor. The project also included retaining walls, multiple drainage systems, embankments with specified settlement periods; traffic control; jointed plain concrete pavement (JPCP) and hot mix asphalt (HMA) paving; temporary signalization; permanent traffic signals; ramp metering; and utility relocations. Beautification features included construction of architectural treatment of the

concrete barriers, ornamental lighting fixtures, permanent erosion protection, and creek restoration. Constructed within City and Caltrans right-of-way, this project was constructed in accordance with applicable City and Caltrans standards of practice (Caltrans Construction Manual, Bridge Records and Procedures Manual, and Local Assistance Procedures Manual). ASCE, San Luis Obispo Chapter, Project of the Year, Winner.

**Hollister Avenue Class I Bike Path and Pedestrian Improvements, City of Goleta, CA. Resident Engineer.** This \$5M project constructed a Class I bike/multi-purpose path along the south side of Hollister Avenue from Pacific Oaks Road to Ellwood Elementary School. This project consisted of over a mile of complete street improvements such as pavement rehabilitation, multimodal path construction, replacement of over a dozen curb ramps, drainage improvements, signaled intersection upgrades, parkway and median planter construction, and curb and gutter replacement. The pavement rehabilitation entailed removal and replacement of failing pavement sections, pavement leveling courses, pavement overlays, and micro surfacing placement. The project also incorporated a detailed landscape and recycled water irrigation plan, which enhanced the bikeway and pedestrian path. The construction team maintained access to adjacent businesses and provided safe pedestrian and bicycle passage through the project site. Proactive daily traffic control monitoring and coordination with the public also contributed to the success of the project. The multiple funding sources for this project included a \$1.8M Active Transportation Program (ATP) grant for project construction, Measure A, and Goleta Transportation Impact Program funds. Administered in accordance with City and Caltrans Local Assistance Procedure Manual (LAPM) guidelines. Responsibilities included coordinating between the owner, contractor, inspector, subconsultants, utility companies, and designers; reviewing and processing submittals and RFIs; writing contract change orders (CCOs) including preparation of force account analysis; reviewing monthly pay requests; preparing weekly agenda; and leading weekly project meetings; performing regular site visits and periodic onsite inspection; coordinating with utility companies regarding utility relocations.



## Section 4. Performance Work Statement

### Scope of Work Statement

Our straightforward approach to construction management and inspection focuses on project efficiency and fulfilling all agency budget, schedule, and documentation requirements. Our construction management scope of work will be in accordance with the scope of work outlined in the RFP, and can be categorized into three separate tasks:

- Pre-Construction Phase
- Construction Phase
- Post-Construction Phase

Our typical approach to providing this scope of services is outlined as follows:

#### Task 1.0 Pre-Construction Phase

##### Kick-off Meeting

The MNS Project Manager will meet with the County's Contract Administrator to review the following:

- Establish parameters including design features, levels of authorization, inspection needs, and procedures for contract change orders and requests for information (RFIs).
- Review project administration requirements to ensure consistency with the special funding administration procedures, such as the Caltrans Local Assistance Procedures Manual (LAPM) for state or federally funded projects. Set up the project binder/files.

##### Project Review

The construction management team will familiarize themselves with the project and site prior to construction and thoroughly review the project documents (e.g. plans, specifications, utility agreements, permits, soils reports, etc.) to understand the project and the various limitations that may apply.

##### Constructability Review

If requested by the County, MNS will perform a constructability review of the plans, specifications, and estimate (PS&E) as well as any stakeholder agreements effecting the project constructability. During the constructability review, we will look to identify potential coordination issues, missing details, and potential constraints or conflicts. Upon completion, MNS will provide a constructability report to the County's Contract Administrator that outlines comments and recommendations. MNS will utilize a constructability review checklist as a guide in reviewing project documents.

##### Pre-Job Coordination and Project Setup

MNS will establish the project administration, documentation, and filing systems that will outline the project team's responsibilities in administering the construction project. These systems will be consistent with the Caltrans Construction Manual and LAPM, conform to the parameters established in the kick-off meeting, and be tailored to meet the County's needs.

At this time, MNS will develop list of anticipated submittals with milestones required by the contractor. We will also contact the project stakeholders to establish a working relationship and expectations throughout the project.

##### Pre-Construction Conference

MNS will coordinate a pre-construction meeting to discuss the hierarchy of both the construction management team and the contractor and to establish the protocol used throughout the project. The following parties are typically invited: selected contractor, County staff, utility companies, and others involved with the project. MNS will prepare and distribute an agenda



and meeting minutes. The meeting will highlight the contractor's responsibility for such items as:

- Order of work/Utilities
- Safety/Traffic control/Access
- Pay methods/ Progress pay requests
- Labor compliance/Certified payroll
- Submittals/RFIs/Contract change orders (CCOs)
- Permit and environmental agreements/SWPPP
- Quality control/Materials certification
- Schedule updates

## Task 2.0 Construction Phase

### Contract Administration

MNS will implement the project administration system discussed earlier, which will conform to the Caltrans LAPM and contain a system for organizing files to assist in documenting materials testing results and in tracking the following: correspondence and agreements, submittals, RFIs, CCOs and extra work bills, progress payments, daily diaries, labor compliance including Certified Payrolls, employee interviews, progress schedule/Weekly Statement of Working Days (WSWDs), progress pay estimates and quantities, potential claims, safety and traffic control, permit agreements, weekly meetings agenda and minutes, quality control records, and material certifications.

### Construction Coordination and Communication

The Resident Engineer will act as the County's Representative in charge of project communication and coordination with the CM team, County staff, the design engineer, businesses, the utility companies, and the contractor throughout the construction phase. The Resident Engineer will provide constant communication with the County's Contract Administrator and keep the Contract Administrator informed of all activities and concerns on the project. The project's Office Engineer and Inspectors will assist the Resident Engineer in the field.

**Construction Coordination Meetings.** To facilitate and maintain communication, we will hold weekly

construction meetings with the contractor to discuss the progress of the work and address any outstanding or anticipated issues. Specialty meetings such as utility, traffic control, and pre-paving will be held to address project-specific work elements as required. The contractor's three-week-look-ahead schedule will be reviewed and discussed during each weekly meeting. Meeting minutes will be distributed to all attendees.

### Schedule Review

MNS will perform a preliminary review of the contractor's baseline schedule to verify all project milestones are accounted for and the schedule includes adequate data to present a clear picture of sequencing the various work items to support a logical project completion date. Requiring a clear and detailed schedule, along with subsequent monthly updates, will be a valuable tool during the life of the project to monitor contract progress and potential delays. Construction progress will be monitored daily and MNS will work with the contractor to facilitate recovery of any schedule slip. MNS will take the lead in negotiating time extensions due to CCOs and other delays.

The Resident Engineer will also require a three-week-look-ahead schedule from the contractor, and the contractor will be issued a Weekly Statement of Working Days to document the progress of the work.

### Cost Control

Costs will be carefully managed to contain expenditures within the available budget. The project's document control system will be used to track and monitor the actual construction costs on a project. The tracking of contract item payments and quantities will be incorporated into the progress payment spreadsheet. Tracking of contract change order payments, extra work, supplemental work, and item overruns and underruns will also be tracked. The project contingency balance will be verified as part of the monthly progress pay estimate review and submittal.





### Submittals/RFIs

The timely review of submittals and RFIs is critical to project construction. The document control system will include logs for tracking both submittals and RFIs. All submittals and RFIs will be logged and distributed as necessary. MNS will monitor the log to verify responses are submitted in a timely manner and will coordinate with the Design Engineer to ensure the RFIs and submittals are answered and returned within the required time frame.

### Quantity Calculations and Progress Estimate

MNS understands the importance of providing adequate backup information to support costs paid to the contractor. The MNS team will prepare accurate and complete quantity calculations (Q-sheets) for each contract item and each progress pay estimate. The Resident Engineer will review the contractor's monthly Pay Request against the Inspector's Q-sheets before recommending payment approval to the County. Extra work and supplemental work costs will be tracked and compared against the authorized change order amounts.

### Change Orders and Potential Claims

Prior to beginning any contract work, MNS will coordinate with the County to define the preferred contract change order process. The MNS team will be proactive in identifying actual and potential problems and notifying the Resident Engineer immediately, who will:

- Determine the validity and justification for all change order requests
- Perform independent cost estimate and negotiate costs with the contractor
- Consult with the County on all change orders
- Process CCOs and track costs against contingency balance
- Track and log all CCOs

Our objective is to resolve any potential claim at the job level before it becomes an actual claim. Potential claims submitted by the contractor will be acted on in a timely manner in accordance with the contract documents,

County procedures, and Caltrans LAPM. The Resident Engineer will review all potential claims and resolve disputes in the most cost effective and fair manner.

### Construction Inspection

MNS approaches inspection with the understanding we serve as an extension of the County to ensure the contractor provides a quality product meeting the plans and specifications. The Inspector's responsibilities include:

- **Quality Assurance.** Inspect all work to ensure it meets the requirements and quality of work outlined in the contract. Any deficient work will be rejected.
- **Daily Inspection Diaries/Documentation.** Provide an accurate description of the labor and equipment, description of work, safety issues, quantities, and weather conditions. Inspector will collect labor compliance reviews, material verifications, and prepare quantity calculation sheets, and maintain as-builts.
- **Coordination.** Coordinate utility work, materials testing, and construction survey.
- **Permit/SWPPP Compliance.** Monitor work for compliance with project permits, perform SWPPP inspections, and the project meets permit guidelines.
- **Traffic Control.** Review all traffic control for compliance per WATCH and for performance in a safe manner. Observe and coordinate access for bicycle, pedestrian, and vehicles for each construction stage.
- **ADA/Temporary Pedestrian Access.** Ensure contractor provides and maintains temporary pedestrian access; certification of ADA compliance for all curb ramps, sidewalks, and driveway approaches.
- **Photo Record Maintenance.** Document pre-construction conditions and regularly photograph construction activity/progress.
- **Verification of Material.** Verify delivered items conform to the project specifications and approved submittals.
- **Offsite Inspections.** Schedule and coordinate offsite inspections.

### Permit Management

MNS will monitor the work for compliance with the various permit requirements. Our team includes certified Qualified SWPPP Practitioner (QSP) and Qualified SWPPP Developer (QSD) staff to ensure the project's compliance with the approved SWPPP and Water Pollution Control Board permit. MNS inspectors will provide focused attention to dust control, prevention of sediment tracking onto the roadway, and site maintenance.

### Safety

Performing all work and operations in a safe manner is imperative and must remain consistent with the following guidelines and regulations: Cal/OSHA, Department of Industrial Relations Construction Safety Orders and the contractor's Code of Safe Practices, governing codes and regulations, and contract documents. MNS field staff will review the site for safe working practices and notify the contractor of any unsafe conditions and verify the safety concerns have been properly addressed.

### Public Relations

MNS understands the importance of public relations and public awareness for construction projects and realizes most public works projects directly impact neighboring properties and the traveling public. MNS will act as a field liaison between the County and the public, respond to questions and complaints from the public and other agencies regarding construction activities, and be available for public meetings. The Resident Engineer will act as the primary liaison.

### Materials Testing

MNS will work with the County's preferred materials testing firm to develop and provide a comprehensive testing program with for the project in accordance to the contract documents and per the County's Quality Assurance Program (QAP). The Resident Engineer will be responsible for coordinating with the materials testing firm to ensure performance and documentation of all required testing.

### Construction Surveying

MNS will coordinate with the project survey team to ensure timely and complete construction staking. We will meet with the surveyors prior to construction to review protocols and assure they have all the information needed to perform their tasks. At the pre-construction conference, the contractor will be informed of the requirements and responsibilities regarding construction staking.

## 3.0 Post-Construction Phase

### Project Closeout

The Resident Engineer will maintain an up-to-date set of as-built plans, quantities, CCO costs, and general record keeping throughout the project's construction in order to expedite and ensure accuracy of final documents and reports. Closeout items include:

- **Record Drawings.** MNS will maintain a field set of as-built drawings to ensure the contractor's copy is complete. Upon completion, the final set of record drawings will be reviewed by the Resident Engineer and submitted to the County for final processing.
- **Final Inspection and Punch List.** The Resident Engineer will develop a punch list for the work performed, notify the contractor, and re-inspect the completed work. A final walk through of the project will be scheduled with the County, and any other party the County may wish to attend.
- **Acceptance and Final Report.** The Resident Engineer will evaluate the contractor's completion of work and make a final acceptance recommendation to the County. The proposed final estimate will be prepared and submitted to the contractor for review and acceptance. MNS will submit the Notice of Completion, project files, and the Final Reports and Certifications in accordance with the County's requirements and Chapter 17 of the Caltrans LAPM.



## Cost and Schedule Control

### Schedule Control

MNS uses scheduling to accurately manage and track the restrictive elements of time and resources throughout the project. The development of an accurate, detailed, and realistic baseline schedule is critical for a successfully implemented and managed schedule.

As one of the first items of work, MNS reviews the contractor's baseline schedule to ensure it is accurate and reasonable. Activities and durations are examined for accuracy and constructability. MNS will remind the contractor the schedule is a living document that must be accurately updated and proactively used as a management tool. Should the project begin to slip, the contractor will be requested to submit a Recovery Schedule showing their plan to get the project back on track. Early coordination with the utilities in the pre-construction phase and continuing through construction will help to minimize the potential for utility delays. Daily communication with the contractor; consistently monitoring the work and the schedule; looking ahead to future activities and milestones; as well as anticipating, evaluating, and resolving issues in a timely manner will help prevent potential delays that are critical to maintaining the project schedule.

A three-week-look-ahead schedule is an important tool that will be required from the contractor, and which will be reviewed at the Weekly Project Meeting. This will assist in managing the contractor's progress, discuss upcoming work, and allow our team to coordinate and schedule required inspection, submittals, public outreach, and materials testing. The contractor will also be issued a Weekly Statement of Working Days to document the progress of the work and the number of working days expended.

### Cost and Change Order Control

Cost control is an ongoing task throughout the duration of the project. Costs will be carefully managed to contain expenditures within the available budget. One approach we utilize to control costs up front, is to perform a cursory constructibility review, as time

permits, prior to construction. Performing an initial review allows the team to identify potential issues ahead of time and make any needed adjustments or changes prior to the contractor mobilizing or starting the specific item of work. Once the project is in construction, being familiar with the type of work as well as having a thorough understanding of the plans and specifications will help mitigate surprises and extra costs during construction. Looking weeks and months ahead of any particular operation is key to anticipating potential issues or requirements in advance, and thus being better able to address/resolve such issues in a more cost effective manner.

As part of the construction administration duties, each CM team member is responsible for tracking contract items, extra work, supplemental work, item overruns and underruns. The project costs will be verified as part to the monthly progress pay estimate review. An important element in controlling costs is controlling change orders. Prior to beginning any contract work, MNS will coordinate with the County to define the preferred CCO process. Changes in work and unforeseen conditions will be closely monitored. Any costs for changes will be reviewed and managed by MNS before sending a recommendation to the County. An ongoing log of potential change issues will be maintained. These issues will be discussed and updated at each weekly meeting. If the contractor makes a changed condition claim the Resident Engineer will promptly investigate the claimed condition. After consultation with the County, and Design Engineer if needed, a determination will be made as to the validity of the claim. If a valid claim is made, MNS will immediately request the contractor to submit pricing of the change for review. Depending upon the nature of the change, daily time and material records will be kept so the contractor can proceed without delaying the work. Time and material records will be available for pricing in the event a negotiated price cannot be reached.

CCO order payments, extra work, supplemental work, are tracked throughout the project. The project

contingency balance is verified as part to the monthly progress pay estimate review and as well as when writing any change orders. The Resident Engineer assigned to the project will work closely with the County's Project Manager and the contractor to resolve all change orders and or disputes in a timely and cost effective manner. MNS will use its extensive change management experience to proactively manage the work with an emphasis on minimizing any additional costs to the County.

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The Willow Road Interchange at US 101 for the County of San Luis Obispo project is a good example of project cost and change order management that MNS provided to the agency. The project also had very limited funds available to the extent that certain items were considered to be deleted after the bids were received. MNS was able to work with the contractor and the agency to evaluate various elements and make a few changes to the project, such as redesigning the drainage system, which reduced overall project costs to allow the project to be constructed within its allocated funding.





## Section 5. Conflict of Interest

### Required Statement

MNS does not foresee any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided for this on-call contract.

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## Section 6. Litigation

### Required Statement

MNS has been involved with litigation on two projects. Both occurrences were the result of onerous indemnification language where the Consultant (MNS) was held responsible to indemnify and defend the Agency for any and all claims.

On the first project, an adjacent property owner made a claim to the Agency requesting minor modifications to provide access during construction for one of their entryways, which was affected by the staging and final configuration of the plans/work. MNS worked with the Agency Project Manager to provide a solution during construction, but was denied by the Agency's Legal Counsel, as they preferred to have the owner file a formal claim. Due to the contract language, MNS was required to defend the County. The claim was settled.

The other incident was due to a design error in which the incorrect material was specified resulting in a change to the contract and litigation between the Agency and the Design Engineer. Since MNS was acting as the Agency's Construction Representative, MNS was brought into the litigation by the Design Engineer. Since MNS had no involvement with the design, this was settled.



## Section 7. Contract Agreement

### Proposal Validity

MNS affirms this proposal is valid for a 90-day period from the due date (March 28, 2019).

### Attachment B

**Attachment B contains the Standard Agreement used by the COUNTY for Technical Services and added clauses by the State Auditors, no changes will be made to the Standard Agreement language. CONSULTANTS are required to review the Standard Agreement and acknowledge their acceptance of the terms of the Standard Agreement language in the space provided below. Failure to acknowledgement acceptance of the Standard agreement language will cause the rejection of the proposal without further consideration.**

**MNS Engineers, Inc.**

\_\_\_\_\_ acknowledges acceptance of the  
terms of the Standard Agreement, "Agreement for Services of Independent Contractor."

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

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

3/28/19




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## Section 8. Disadvantaged Business Enterprise (DBE) Information

### EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: County of Santa Barbara      2. Contract DBE Goal: TBD  
 3. Project Description: IDIQ As Needed Construction Engineering Services  
 4. Project Location: Santa Barbara County, CA  
 5. Consultant's Name: MNS Engineers, Inc.      6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Construction management and inspection	41892	Fountainhead Consulting Corporation, Ivan Benavidez, 909.512.2815	TBD
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	TBD %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's Signature _____	21. Date _____	 12. Preparer's Signature <b>Greg Chelini</b> 14. Preparer's Name <b>Vice President</b> 16. Preparer's Title	3/28/19 13. Date <b>805.692.6921</b> 15. Phone
22. Local Agency Representative's Name _____	23. Phone _____		
24. Local Agency Representative's Title _____			

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



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## Section 9. Sealed Cost Proposal

### Sealed, Separate Envelope

Per the RFP, our cost proposal in Exhibit 10-H format is provided in a sealed, separate envelope.



**CONSULTANT INFORMATION SHEET**

**NAME OF PROPOSER** MNS Engineers, Inc.

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

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

**BUSINESS STREET ADDRESS** 201 N. Calle Cesar Chavez, Suite 300  
(include even if P.O. Box used)

**CITY, STATE, ZIP** Santa Barbara, CA 93103

**TELEPHONE NO.:** 692.6921 **AREA CODE** { 805 }

**FAX NO.:** 692.6931 **AREA CODE** { 805 }

**BUSINESS TYPE (Check one):**  **Corporation**  **Partnership**  **Sole Proprietorship**

**CONTACT PERSON NAME** Greg Chelini, Vice President

**CONTACT PERSON PHONE No.** 805.692.6921 (office) 805.896.9474 (mobile)

**CONTACT PERSON E-MAIL** gchelini@mnsengineers.com

**EMPLOYER'S TAX IDENTIFICATION NUMBER** 95-2080889

**PUBLIC WORKS CONTRACTOR REGISTRATION NO. (IF APPLICABLE)** 1000003564



ATTACHMENT 2

**EXHIBIT 10-H2 COST PROPOSAL** PAGE 1 OF 2  
**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)**  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant MNS Engineers, Inc.  Prime Consultant  Subconsultant  2nd Tier Subconsultant  
Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Participation Amount \$ TBD Date 6/3/2019

For Combined Rate  
Fringe Benefit 59.66% + Overhead 88.77% + General Administrative \_\_\_\_\_ = 148.43% Combined ICR %

OR

For Home Office Rate  
Fringe Benefit 57.31% + Overhead 90.03% + General Administrative \_\_\_\_\_ = 147.34% Home Office ICR%

For Field Office Rate  
Fringe Benefit 60.84% + Overhead 88.13% + General Administrative \_\_\_\_\_ = 148.97% Field Office ICR %

FEE= 10%

BILLING Information				Calculation Information				
Name/Job title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. Hourly rate <sup>3</sup>	% or \$ Increase	Hourly Range for classification only
	Straight	OT (1.5x)	OT (2x)	From	To			
*Greg Chelini, PE Contract Manager	\$260.17	\$ 260.17	\$ 260.17	01/01/19	12/31/19	\$ 95.00	3.0%	
	\$267.98	\$ 267.98	\$ 267.98	01/01/20	12/31/20	\$ 97.85	3.0%	
	\$276.02	\$ 276.02	\$ 276.02	01/01/21	12/31/21	\$ 100.79	3.0%	
	\$284.30	\$ 284.30	\$ 284.30	01/01/22	12/31/22	\$ 103.81	3.0%	
	\$292.83	\$ 292.83	\$ 292.83	01/01/23	12/31/23	\$ 106.92	3.0%	
*Andrew Borrelli, PE, CPH, QSD/QSP Resident Engineer/ Structure Representative	\$171.36	\$ 171.36	\$ 171.36	01/01/19	12/31/19	\$ 62.57	3.0%	
	\$176.50	\$ 176.50	\$ 176.50	01/01/20	12/31/20	\$ 64.45	3.0%	
	\$181.79	\$ 181.79	\$ 181.79	01/01/21	12/31/21	\$ 66.38	3.0%	
	\$187.25	\$ 187.25	\$ 187.25	01/01/22	12/31/22	\$ 68.37	3.0%	
	\$192.87	\$ 192.87	\$ 192.87	01/01/23	12/31/23	\$ 70.42	3.0%	
*Aaron Hilton, PE, QSD/QSP Resident Engineer/ Structure Representative	\$192.88	\$ 289.33	\$ 385.77	01/01/19	12/31/19	\$ 70.43	3.0%	
	\$198.67	\$ 298.01	\$ 397.34	01/01/20	12/31/20	\$ 72.54	3.0%	
	\$204.63	\$ 306.95	\$ 409.26	01/01/21	12/31/21	\$ 74.72	3.0%	
	\$210.77	\$ 316.16	\$ 421.54	01/01/22	12/31/22	\$ 76.96	3.0%	
	\$217.09	\$ 325.64	\$ 434.19	01/01/23	12/31/23	\$ 79.27	3.0%	
Resident Engineer/ Structure Representative	\$205.40	\$ 308.10	\$ 410.80	01/01/19	12/31/19	\$ 75.00	3.0%	\$60 - \$95
	\$211.56	\$ 317.34	\$ 423.12	01/01/20	12/31/20	\$ 77.25	3.0%	
	\$217.91	\$ 326.86	\$ 435.82	01/01/21	12/31/21	\$ 79.57	3.0%	
	\$224.45	\$ 336.67	\$ 448.89	01/01/22	12/31/22	\$ 81.95	3.0%	
	\$231.18	\$ 346.77	\$ 462.36	01/01/23	12/31/23	\$ 84.41	3.0%	
Construction Inspector**	\$178.01	\$ 267.02	\$ 356.03	01/01/19	12/31/19	\$ 65.00	3.0%	\$60 - \$75
	\$183.35	\$ 275.03	\$ 366.71	01/01/20	12/31/20	\$ 66.95	3.0%	
	\$188.85	\$ 283.28	\$ 377.71	01/01/21	12/31/21	\$ 68.96	3.0%	
	\$194.52	\$ 291.78	\$ 389.04	01/01/22	12/31/22	\$ 71.03	3.0%	
	\$200.36	\$ 300.53	\$ 400.71	01/01/23	12/31/23	\$ 73.16	3.0%	
Office Engineer**	\$69.73	\$ 104.59	\$ 139.45	01/01/19	12/31/19	\$ 25.46	3.0%	\$25 - \$50
	\$71.82	\$ 107.73	\$ 143.64	01/01/20	12/31/20	\$ 26.22	3.0%	
	\$73.97	\$ 110.96	\$ 147.95	01/01/21	12/31/21	\$ 27.01	3.0%	
	\$76.19	\$ 114.29	\$ 152.38	01/01/22	12/31/22	\$ 27.82	3.0%	
	\$78.48	\$ 117.72	\$ 156.96	01/01/23	12/31/23	\$ 28.66	3.0%	

(Add Pages as necessary)

NOTES:

1. Key personnel MUST be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisk(\*\*). All Cost must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate \*(1+ICR)\*(1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principals for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for the classification.

**EXHIBIT 10-H2 COST PROPOSAL** PAGE 2  
**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)**  
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant MNS Engineers, Inc.  Prime Consultant  Subconsultant 6/3/2019

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 6/3/2019

SCHEDULE OF OTHER DIRECT COSTS ITEMS (Add additional pages as necessary)				
Description of Items	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ -
Equipment Rental and Supplies	Note 4			
Travel	Note 6			
Plan Sheets				
Vehicle				
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

(Add Pages as necessary)

NOTES:

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

**EXHIBIT 10-H2 COST PROPOSAL** PAGE 1 OF 3  
**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)**  
**(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Consultant Fountainhead Consulting Corporation  Prime Consultant  Subconsultant  2nd Tier Subconsultant

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Participation Amount \$ TBD Date 3/21/2019

For Combined Rate					
Fringe Benefit	+	Overhead	+	General Administrative	= 0.00% Combined ICR %

OR

For Home Office Rate					
Fringe Benefit	+	Overhead	+	General Administrative	= 0.00% Home Office ICR%

For Field Office Rate					
Fringe Benefit	+	Overhead	+	General Administrative	110.00% = 110.00% Field Office ICR %

FEE= 10%

BILLING Information				Calculation Information				
Name/Job title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. Hourly rate <sup>3</sup>	% or \$ Increase	Hourly Range for classification only
	Straight	OT (1.5x)	OT (2x)	From	To			
Ivan Benavidez Resident Engineer	\$190.05	\$ 190.05	\$ 190.05	01/01/19	12/31/19	\$ 90.50	3.0%	NA
	\$195.75	\$ 195.75	\$ 195.75	01/01/20	12/31/20	\$ 93.22	3.0%	
	\$201.62	\$ 201.62	\$ 201.62	01/01/21	12/31/21	\$ 96.01	3.0%	
	\$207.67	\$ 207.67	\$ 207.67	01/01/22	12/31/22	\$ 98.89	3.0%	
	\$213.90	\$ 213.90	\$ 213.90	01/01/23	12/31/23	\$ 101.86	3.0%	
Tyrone Taylor Structures Rep/Construction Inspector**	\$179.55	\$ 179.55	\$ 179.55	01/01/19	12/31/19	\$ 85.50	3.0%	NA
	\$184.94	\$ 184.94	\$ 184.94	01/01/20	12/31/20	\$ 88.07	3.0%	
	\$190.48	\$ 190.48	\$ 190.48	01/01/21	12/31/21	\$ 90.71	3.0%	
	\$196.20	\$ 196.20	\$ 196.20	01/01/22	12/31/22	\$ 93.43	3.0%	
	\$202.09	\$ 202.09	\$ 202.09	01/01/23	12/31/23	\$ 96.23	3.0%	
TBD Construction Inspector**	\$126.00	\$ 189.00	\$ 252.00	01/01/19	12/31/19	\$ 60.00	3.0%	\$55 - \$70
	\$129.78	\$ 194.67	\$ 259.56	01/01/20	12/31/20	\$ 61.80	3.0%	
	\$133.67	\$ 200.51	\$ 267.35	01/01/21	12/31/21	\$ 63.65	3.0%	
	\$137.68	\$ 206.53	\$ 275.37	01/01/22	12/31/22	\$ 65.56	3.0%	
	\$141.81	\$ 212.72	\$ 283.63	01/01/23	12/31/23	\$ 67.53	3.0%	
TBD Office Engineer	\$100.80	\$ 151.20	\$ 201.60	01/01/19	12/31/19	\$ 48.00	3.0%	\$38 - \$68
	\$103.82	\$ 155.74	\$ 207.65	01/01/20	12/31/20	\$ 49.44	3.0%	
	\$106.94	\$ 160.41	\$ 213.88	01/01/21	12/31/21	\$ 50.92	3.0%	
	\$110.15	\$ 165.22	\$ 220.29	01/01/22	12/31/22	\$ 52.45	3.0%	
	\$113.45	\$ 170.18	\$ 226.90	01/01/23	12/31/23	\$ 54.02	3.0%	
TBD CPM Scheduler	\$168.00	\$ 252.00	\$ 336.00	01/01/19	12/31/19	\$ 80.00	3.0%	\$75 - \$95
	\$173.04	\$ 259.56	\$ 346.08	01/01/20	12/31/20	\$ 82.40	3.0%	
	\$178.23	\$ 267.35	\$ 356.46	01/01/21	12/31/21	\$ 84.87	3.0%	
	\$183.58	\$ 275.37	\$ 367.16	01/01/22	12/31/22	\$ 87.42	3.0%	
	\$189.09	\$ 283.63	\$ 378.17	01/01/23	12/31/23	\$ 90.04	3.0%	
TBD Claim Engineer	\$199.50	\$ 299.25	\$ 399.00	01/01/19	12/31/19	\$ 95.00	3.0%	\$90 - \$110
	\$205.49	\$ 308.23	\$ 410.97	01/01/20	12/31/20	\$ 97.85	3.0%	
	\$211.65	\$ 317.47	\$ 423.30	01/01/21	12/31/21	\$ 100.79	3.0%	
	\$218.00	\$ 327.00	\$ 436.00	01/01/22	12/31/22	\$ 103.81	3.0%	
	\$224.54	\$ 336.81	\$ 449.08	01/01/23	12/31/23	\$ 106.92	3.0%	

(Add Pages as necessary)

NOTES:

1. Key personnel MUST be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisk (\*\*). All Cost must comply with the Federal cost principals. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate \*(1+ICR)\*(1+Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principals for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for the classification.

**EXHIBIT 10-H2 COST PROPOSAL** PAGE 2 OF 3  
**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)**  
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Fountainhead Consulting Corporation       Prime Consultant       Subconsultant      3/21/2019

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 3/21/2019

**SCHEDULE OF OTHER DIRECT COSTS ITEMS (Add additional pages as necessary)**

Description of Items	Quantity	Unit	Unit Cost	Total
Mileage Costs				\$ -
Equipment Rental and Supplies	Note 4			
Travel	Note 6			
Plan Sheets				
Vehicle				N/A
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

(Add Pages as necessary)

NOTES:

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



## EXHIBIT B

### PAYMENT ARRANGEMENTS Specific Rates of Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid up to a total contract amount, including cost reimbursements, up to but not to exceed **\$4,000,000**. The total amount payable by COUNTY is for all Task Orders cumulatively, including all cost reimbursements.

The Parties understand and agree that a minimum amount of \$10,000 will be ordered during the performance period pursuant to Section 4. The Parties acknowledge, understand, and agree that there is no guarantee, either express or implied, that any other dollar amount exceeding \$10,000 will be authorized.

No single Task Order shall exceed \$2,000,000 without Board approval.

- B. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Cost Proposal, Attachment 2 which is attached hereto and incorporated herein by reference. In the event of a conflict between the terms herein and the Attachment 2, the terms herein shall prevail.

Attachment 2 specified hourly rates include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in Section 4 of this Agreement, unless otherwise agreed by the parties.

In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order. Regardless of inclusion in a cost proposal, the County shall not reimburse the Consultant for costs to relocate its personnel to the service area. The County shall not reimburse the Consultant for per diem costs, unless preapproved in writing by the County. The County shall not reimburse the Consultant for out-of-state travel without prior written approval from the County. In no case will the County reimburse for housing accommodations exceeding 5 days.

- C. Fully executed Task Orders are incorporated here by reference and made a part of this Agreement.

A Task Order shall have no force or effect unless executed by the COUNTY's Public Works Director, Public Works Accounting Manager, and the Designated Representative.

No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed. No payment will be made for any work performed prior to approval of, or after the expiration date of the Task Order, unless otherwise agreed to in writing.

- D. Task Order Process:

1. Specific projects will be authorized by the COUNTY to the CONTRACTOR through the issuance of Task Orders describing in detail the services to be performed.
2. After a project to be performed under this Agreement is identified by COUNTY, COUNTY will prepare a draft Task Order, and a separate cost estimate. The draft Task Order will identify (with specificity):
  - a. The purpose or goal of the Task Order, including the duties (if any) that are identified.
  - b. The scope of services.
  - c. The expected results.
  - d. The project deliverables.
  - e. The performance criteria or performance tests for the services (which demonstrate that the project deliverables and schedule to submit deliverables satisfy the purpose or goal of the Task Order).

- f. The performance period, the Task Order term, project schedule, and/or due dates for milestones/deliverables.
  - g. Any milestone or tollgate deliverables (including, but not limited to, any deliverables that shall be delivered and accepted prior to subsequent work being performed).
  - h. The Agreement Number, the COUNTY Contract Administrator, the Task Order Number, the COUNTY Project Manager, and the Requestor.
  - i. Task Orders may be negotiated for a Firm Fixed Price or based on billable hours, both of which must be based on the labor and other rates set forth in the Attachment 2.
3. Additional standards related to the Scope of Work in this Agreement for specific work may be included in a Task Order. If such additional standards conflict with the standards specified in this Agreement, the standards specified in this Agreement shall prevail.
  4. The draft Task Order will be delivered to the Contractor for review. The Contractor shall return the draft Task Order to the COUNTY within no more than ten (10) calendar days after receipt unless the time frame is extended by the COUNTY. The draft Task Order returned to COUNTY shall clarify the purpose or goal, deliverables, expected results, and project schedule, or other items.
  5. CONTRACTOR shall also return within ten (10) calendar days a Cost Estimate for the draft Task Order, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. The Cost Estimate shall include the names of the individuals proposed for work on the individual tasks, the individuals' classifications, the duties the individuals shall perform, a written estimate of the number of hours per staff person under each duty or activity, any anticipated reimbursable expenses, an estimate of DBE or DVBE utilization under each individual task, and total dollar amount, which shall be based on rates in the Attachment 2.
  6. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized through an amendment of the Task Order.
  7. The Contractor agrees each cost estimate shall be the product of a good faith effort exercise of engineering judgment.
- B. Services and deliverables identified in a Task Order shall be completed and delivered in accordance with dates, timeframe, and/or schedule specified in the Task Order and in accordance with the terms of this Agreement.
  - E. All personnel to be used in the Task Order (by name or job classification) shall only be individuals identified in Exhibit A unless a substitution of personnel has been approved in advance by the COUNTY. **Invoices with charges for personnel not pre-approved in writing by the County Designated Representative for work on the Agreement and for each Task Order shall not be reimbursed. The removal or replacement of key personnel without the written approval from the County, at the County's sole discretion, may be a material breach of the Agreement.**
  - F. At the COUNTY Designated Representative's direction, COUNTY Public Works Transportation Construction Engineers shall assist the COUNTY Designated Representative in the monitoring and verification of the Contractor's performance and deliverables. The COUNTY Designated Representative shall have the responsibility and authority to verify the Contractor's performance, cost, schedule, and deliverables, and verification that the acceptance and performance criteria and/or performance tests are satisfied. The COUNTY Designated Representative shall verify that the acceptance and performance criteria and/or performance tests are satisfied prior to written acceptance for payment.
  - G. The Contractor shall notify COUNTY at least forty-eight (48) hours before fieldwork is to begin, unless otherwise specified in the Task Order.
  - H. Task Order Amendments: Unless otherwise directed by the County Board of Supervisors, the COUNTY Designated Representative has the authority to make and approve Task Order amendments, such as but not limited to revisions to a Task Order's Scope of Work, schedule, cost, or deliverables. Task Order amendments must be in

writing and executed by both parties. Task Orders may not be used to amend this Agreement and may not exceed the scope of work in Exhibit A. No Task Order will act to extend beyond the expiration date of this Agreement.

- I. The Contractor shall make every effort to choose the most cost effective alternatives while performing the work under this Agreement. Utilizing the most cost-effective alternatives includes, but is not limited to, personnel assignments, overtime, travel, per diem and any reimbursable Other Direct Cost (ODC) items. Cost effectiveness without sacrificing quality is of paramount importance.
- J. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the Attachment 2. The Consultant's personnel may be asked to attend certain special training if recommended by the County. On such occasions, with written approval of the County, the County shall compensate the Consultant for the Consultant's actual cost for time spent in training only.
- K. Except for specific trips for Source Inspection at approved locations, no additional payment for travel purposes or travel reimbursement shall be included because the rates in the Attachment 2 include travel expenses
- L. CONTRACTOR shall not commence performance of work or services until this Agreement has been approved by COUNTY, and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this Agreement.
- M. CONTRACTOR shall submit invoices no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this Agreement number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Section 11 Equipment Purchase of this Agreement, must be reimbursed by CONTRACTOR prior to the expiration or termination of this Agreement. Invoices shall be mailed to COUNTY's Designated Representative. COUNTY's Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory 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.
- N. 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.
- O. If the CONTRACTOR fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed. The County shall not pay the Consultant for the Consultant's work under the Agreement and the charges incurred by the Consultant that does not conform to the requirements specified in the Agreement and to the applicable Task Order, and such work shall be corrected at the Consultant's sole expense at no additional cost to the County.
- P. All subcontracts shall contain the above provisions.

**EXHIBIT C**  
**Indemnification and Insurance Requirements**  
**(For Design Professional Contracts)**

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

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

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

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

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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.