

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the Santa Barbara County Flood Control and Water Conservation District, a political subdivision of the State of California (hereafter COUNTY) and **UNICO Engineering** with an address at 6464 Hollister Avenue, Suite 3, Goleta, CA 93117 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

### 1. DESIGNATED REPRESENTATIVE

Hansel Corsa at phone number (805) 803-8784 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Justyn Webster at phone number (916) 850-9437 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### 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: Mr. Walter Rubalcava, Santa Barbara County Flood Control & Water Conservation District, 130 E. Victoria Street, STE 200, Santa Barbara, CA 93101

To CONTRACTOR: Mr. Cesar Montes de Oca, UNICO Engineering, 110 Blue Ravine Road, STE 101, Folsom, CA 95630

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. TERM

CONTRACTOR shall commence performance on **June 4, 2024** and end performance upon completion, but no later than **December 31, 2025** unless otherwise directed by COUNTY or 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. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY

and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

#### **6. INDEPENDENT CONTRACTOR**

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

#### **7. STANDARD OF PERFORMANCE**

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

#### **8. DEBARMENT AND SUSPENSION**

- A. CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.
- B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- D. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **9. MANDATORY DISCLOSURE**

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at [www.sam.gov](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

#### **10. 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.

#### **11. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **12. 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.

**13. 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.

**14. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO**

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval

**15. 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.

**16. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit

fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### **17. ACCESS TO RECORDS**

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

#### **18. INDEMNIFICATION AND INSURANCE**

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

#### **19. NONDISCRIMINATION**

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.

#### **20. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under

this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

### **21. 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.

### **22. NO 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.

### **23. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
  - 1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed

by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

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

#### **24. 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.

#### **25. 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.

#### **26. REMEDIES FOR NONCOMPLIANCE**

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:

- A. Require payments as reimbursements rather than advance payments;
- B. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- C. Require additional, more detailed financial reports;
- D. Require additional project monitoring;
- E. Requiring CONTRACTOR to obtain technical or management assistance; or
- F. Establish additional prior approvals.

#### **27. 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.

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

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

#### **29. 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.

#### **30. 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.

#### **31. CHANGES**

- A. **Notice.** The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the



CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state

- i. The date, nature, and circumstances of the conduct regarded as a change;
  - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
  - iii. The identification of any documents and the substance of any oral communication involved in such conduct;
  - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
  - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
    - What line items have been or may be affected by the alleged change;
    - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
    - To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
    - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
  - vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. Continued Performance.** Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. COUNTY Response.** COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either --
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
  - ii. Countermand any communication regarded as a change;
  - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
  - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. Equitable Adjustments.**
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this

Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --

- In the contract price or delivery schedule or both; and
  - In such other provisions of the Agreement as may be affected.
- ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

### **32. 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.

### **33. 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.

### **34. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONTRACTOR will only use FEMA funds as authorized herein. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

### **35. 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.

### **36. 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.

### **37. 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.

### **38. 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.

### **39. 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.

### **40. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

CONTRACTOR shall file the required certification in EXHIBIT D. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

### **41. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- A. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- C. **Withholding for unpaid wages and liquidated damages.** COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- D. **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**42. CLEAN AIR ACT**

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**43. FEDERAL WATER POLLUTION CONTROL ACT**

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**44. PROCUREMENT OF RECOVERED MATERIALS**

- A. A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

**45. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

**46. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

**47. REGISTRATION**

COUNTY hereby notifies CONTRACTOR that 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.

**48. 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 contract 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.

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

- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
- i. Procure or obtain;
  - i. Extend or renew a contract to procure or obtain; or
  - ii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

- E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- F. See Public Law 115-232, section 889 for additional information.
- G. See also 2 CFR § 200.471.

#### **50. DOMESTIC PREFERENCES FOR PROCUREMENTS**

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

#### **51. AFFIRMATIVE SOCIOECONOMIC STEPS**

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1) – (5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

#### **52. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT**


- A. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- B. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- C. Beach. A Breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F. R. § 5.12.

**Agreement for Services of Independent Contractor between the Santa Barbara County Flood Control and Water Conservation District and Unico Engineering.**


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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Ex Officio Clerk of the Board of the  
Directors of the Santa Barbara County  
Flood Control & Water Conservation  
District

By:   
Deputy Clerk

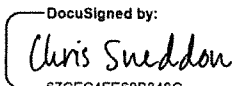
**SANTA BARBARA COUNTY FLOOD  
CONTROL & WATER CONSERVATION  
DISTRICT**

By:   
Steve Lavagnino, Chair  
Board of Directors

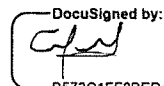
Date: 6-4-24

**RECOMMENDED FOR APPROVAL:**

Chris Sneddon  
Public Works Director

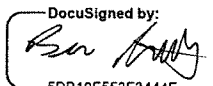
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**CONTRACTOR:  
UNICO Engineering**

By:   
Authorized Representative  
Name: Cesar Montes de Oca  
Title: PRESIDENT

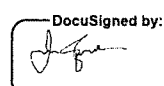
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:   
5DB10F553F3444F...  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
6BAAFA159D1943F...  
Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Manager

By:   
53A8AAB798BA4D7...  
Risk Management

## EXHIBIT A STATEMENT OF WORK



6464 Hollister Avenue, Suite 3  
Goleta, CA 93117  
www.unicoengineering.com • P: 916.900.6623 • F: 916.560.5609

May 2, 2024

Mr. Hansel Corsa, PE | Project Manager  
Santa Barbara County Flood Control and Water Conservation District  
130 East Victoria Street, Suite 200  
Santa Barbara, CA 93101

Subject: Proposal to Provide Construction Management and Inspection Services for  
San Ysidro Debris Basin Improvement Project

Dear Mr. Corsa:

Recent storms have had significant impacts on public infrastructure in Santa Barbara County. The Santa Barbara County Flood Control and Water Conservation District (District) is seeking a consultant to provide construction management and inspection services to assist in the delivery of the San Ysidro Debris Basin Improvement project. The basin was overtopped and significantly damaged by a 2018 debris flow event and again during the Winter 2023 storms. Proposed improvements to the basin include increasing capacity volume, facilitating sediment recovery downstream, and improving the fish passage. This project requires a local team with in-depth knowledge of retaining wall construction, stream diversion, and embankment protection, as well as maintaining access for residents and trail users and coordinating with multiple project stakeholders.

As a prime DBE firm, UNICO Engineering, Inc. (UNICO) has provided exclusive construction management and inspection services on numerous local, state, and federally-funded projects throughout California, including current on-call contracts with Santa Barbara County and the City of Goleta.

The UNICO team will be led by Resident Engineer, Craig Schellenger, Assistant Resident Engineer/Construction Inspector, German Neyra, with oversight from Principal in Charge, Justyn Webster. Work for this contract will be performed from UNICO's Goleta office with multiple employees residing along the Central Coast allowing for a quick response to the District's project needs.

UNICO acknowledges receipt of the Q&A responses dated February 12, 2024, Notice of Bid Update dated February 13, 2024, and Q&A responses dated February 15, 2024.

As the President of UNICO, I am the individual authorized to bind the firm into a contract with the County and can be reached at 530.903.9023 or via email at cesar@unicoengineering.com. For questions or clarifications regarding the contents of this proposal, please contact Resident Engineer, Craig Schellenger, at 916.475.9842 or via email at cschellenger@unicoengineering.com. We look forward to working with the District on this contract. Thank you for the opportunity to present this proposal and qualifications.

Sincerely,  
UNICO Engineering, Inc.

A handwritten signature in black ink, appearing to read "Cesar Montes de Oca".

Cesar Montes de Oca, PE  
President

A handwritten signature in black ink, appearing to read "Justyn Webster".

Justyn Webster, PE  
Principal in Charge

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## Scope of Work Statement

UNICO has prepared the following Scope of Work based on the District's RFP and subsequent negotiation meetings which is separated into four tasks:

- Pre-Construction Phase
- Construction Phase
- Project Closeout
- Materials Testing

### Task 1: Pre-Construction Phase

At the beginning of the project, UNICO will process submittals for materials, shop drawings, schedules, environmental permit compliance, and any other required documentation.

- **Deliverables:** Stamped submittal review and Submittal Log

#### ***Pre-Construction Meeting***

---

UNICO will develop the meeting agenda, schedule with stakeholders, provide advanced notice to project participants, chair the meeting, and prepare and distribute meeting minutes.

- **Deliverables:** Meeting agenda and minutes

#### ***Document Control Procedures***

---

UNICO will establish procedures for organized, complete documentation, and effective construction management for the duration of the project. The procedures will be developed to meet the requirements of the Caltrans Local Assistance Procedures Manual and Construction Manual.

- **Deliverables:** Audit complaint project files using the Caltrans 63 file folder structure.

### Task 2: Construction Phase

#### ***Project Coordination and Correspondence***

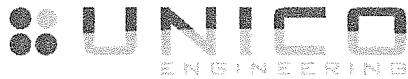
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UNICO will assist and coordinate with project stakeholders, including the prime contractor and subcontractors, surveyors, material testers, design engineer, permitting agencies, property owners, utility companies, and others as needed. UNICO will establish communication protocols between the District, permitting agencies, property owners, and the Contractor.

UNICO will set up a project specific email address that will be copied on all emails. This will allow project correspondence to be well documented and readily available for review.

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UNICO will provide an on-site Resident Engineer that will maintain close contact with the District and will keep the Design Engineer informed of pertinent correspondence.

Project correspondence will be reviewed and UNICO will collaborate with applicable parties to develop responses.

UNICO will attend, chair, schedule, and coordinate weekly progress meetings with the Contractor. This includes preparing meeting agendas and minutes. Project safety is always the first topic discussed at weekly meetings.

UNICO takes project safety seriously. UNICO will monitor the project safety, including the Contractor's Injury Illness Prevention Plan (IIPP), applicable CAL/OSHA regulations and requirements, and will document and notify the Contractor of potential violations. UNICO field staff are trained to identify safety hazards and are authorized to stop work for serious violations.

UNICO will provide labor compliance reviews and notify the Contractor of any outstanding issues, as well as conduct monthly Equal Employment Opportunity (EEO) interviews.

- **Deliverables:** Project specific email address, meeting agendas and minutes, EEO interviews, tracking logs, and action items.

#### ***Requests for Information (RFI) and Material Submittals***

---

UNICO will review, respond, monitor, and track RFIs from the Contractor. This includes coordination with the Design Engineer for design related RFIs for technical discussion and their concurrence on potential changes of design impacts. UNICO will lead meetings with the District, Contractor, Design Engineer, and other parties to discuss and resolve outstanding RFIs. UNICO will respond to RFIs promptly to avoid project delays.

Contractor material submittals will be collected, logged, reviewed, distributed, tracked, and responded to by UNICO.

UNICO will review proposals for material substitution and analyze them with input from the Design Engineer and the District taking into consideration cost, project schedule, and long term maintenance impacts.

- **Deliverables:** RFI and Submittal Tracking logs, stamped submittal responses, RFI responses, RFI review meeting agenda and minutes.

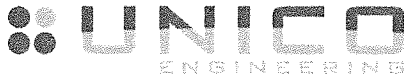
#### ***Contract Change Orders (CCOs)***

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CCOs will be reviewed based on drawings, specifications, and other design information from the Design Engineer. UNICO will perform independent CCO analysis, including review of the Contractor's quotations and overall proposed CCO, negotiating costs, time extensions, and process of the final CCO. UNICO will prepare and provide the District with the final CCOs and

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recommendations via a CCO memo for the District's review and approval. UNICO will manage CCOs and communicate on project issues. UNICO will inform the District Project Manager of any potential for exceeding the contract budget or construction estimate prior to proceeding with work.

- **Deliverables:** CCO tracking logs, independent cost and time analysis, final CCOS, and recommendations and CCO memos.

#### ***Project Schedule***

---

UNICO will review the Contractor's baseline schedule for conformance with the contract documents and specifications. This includes confirming that work shown in the contract is accounted for and that activity durations, logic, and sequencing of the work are reasonable.

The project schedule will be monitored against actual work progress. Any project slippage will be reported to the District Project Manager immediately. The Contractor will be requested to provide a time impact analysis (TIA) for review by UNICO. If necessary, the Contractor will also be required to provide a revised accelerated project schedule showing project completion timeline. The updated schedules will include actual progress of the work, as well as weather days and CCO impacts.

UNICO will closely track the working days via the Weekly Statement of Working Days using the Caltrans format. These will be provided to the Contractor weekly.

- **Deliverables:** Weekly Statement of Working Days, schedule review matrix and stamped submittal response, schedule review meeting agenda and minutes.

#### ***Progress Payment Recommendations***

---

At the start of the project, UNICO will review the Contractor's schedule of values for lump sum items. The review will include analyzing the breakdown of the work payment, and reasonableness for money requested to be paid for each item.

UNICO will track monthly quantities during the project and prepare monthly quantity sheets for each item of work. The Contractor submitted monthly progress payment requests will be analyzed for discrepancies against UNICO's quantities.

The District will be kept informed of the project by UNICO preparing and submitting a monthly report detailing total contract price, payments to date, current payment requested, retention, and actual amount owed for payment period.

- **Deliverables:** Stamped submittal review of the schedule of values, quantity sheets, monthly progress payment spreadsheet, backup calculations, monthly report, and monthly project forecasting spreadsheets.

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### ***Construction Observation/Inspection Services***

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UNICO's Inspector will monitor the Contractor's daily activities and document the project, including:

- Performing construction inspection of work performed by the Contractor for compliance with the Plans and Specifications, the County's Quality Assurance Program (QAP), and applicable federal, state, and local codes.
- Documenting inspection in Daily Reports (DRs). DRs will be available for review by the District the same day.
- Taking photographs and recording video prior to, during, and after construction. Photographs will be included in the DRs and electronically filed in the project folder.
- Monitoring water pollution BMPs. The Inspector will track the performance of the BMPs and include them in the DR.
- Reviewing the Contractor's record drawing markups for accuracy.
- Providing coordination with District staff for final inspection.
- Assisting with matters related to project construction.
- ***Deliverables:*** Daily reports, video, and photographs

### ***Claims Management***

---

UNICO will review material related to dispute resolution and compare to the Contractor's methodologies, policies, and procedures and will collaborate with the District during this process. UNICO will provide claim administration, including logging and tracking claim status, and coordinating and monitoring claim response. UNICO's experienced staff will prepare documentation and position papers, present the position, and make rebuttals during a dispute resolution hearing, as required by the District.

- ***Deliverables:*** Tracking logs, position papers, meeting agendas and minutes

### ***Public Outreach***

---

UNICO will work closely with the District and the Public Information Officer (PIO) for project related correspondence for timely notification to the public.

UNICO will confirm that the public is provided advanced notification by the Contractor as required by the Contract.

UNICO's Inspector will take a boots on the ground approach and will meet and coordinate with the adjacent property owners and project stakeholders.

- ***Deliverables:*** Project specific email address, tracking logs, and door hangers

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### ***Traffic Management Coordination***

UNICO will review traffic control and public safety plans for compliance with the contract and the CA MUTCD. Recommendations will be made to the District for their review and acceptance. UNICO will coordinate with the local jurisdiction for their review and approval.

UNICO will strictly enforce the approved Traffic Control and Public Safety Plans to minimize impacts and confirm safety.

- ***Deliverables:*** Traffic Control and Public Safety plan reviews

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### ***Storm Water Pollution Compliance***

UNICO's Inspector will monitor and track water pollution Best Management Practices (BMPs) and include them in the Daily Reports. UNICO will make recommendations to improve water quality. The project will be managed for its risk level. This includes data entry in Stormwater Multiple Application and Report Tracking System (SMARTS) and compliance with relevant regulations. UNICO will confirm Contractor compliance with applicable laws and requirements by performing inspections and providing follow-ups with the Contractor to achieve compliance.

- ***Deliverables:*** Tracking logs, SMARTS Data entry, inspection reports and videos and photographs

### **Task 3: Project Closeout**

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### ***Substantial and Final Completion Services***

UNICO will prepare a punch list to track items that are incomplete, require corrective action, or are subject to testing.

- ***Deliverables:*** Punchlist

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### ***Record Compilation and Submittal***

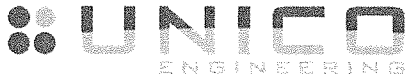
The final project records will be organized in accordance with the Caltrans LAPM and delivered to the District electronically.

UNICO will review and comment on as-builts each payment cycle to confirm accurate reflection of modifications from the design plan set. UNICO will provide a signed certification with each payment cycle.

- ***Deliverables:*** Final project records, signed payment certifications

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#### ***Obtain Warranty and Lien Release Information***

---

UNICO will collect warranty and lien information, including training and manuals prior to final acceptance.

- ***Deliverables:*** Warranty and lien information

#### ***Final Electronic Submittal***

---

UNICO will deliver audit-ready project records in accordance with Caltrans LAPM to the District electronically.

#### **Task 4: Materials Testing**

Twining, as a subconsultant to UNICO, will provide material testing and sampling of soils and concrete among materials to be tested both in the field and laboratory. This includes the following:

1. Review the available plans, specifications, and submittals related to each rehabilitation work;
2. Attend preconstruction meetings and weekly meetings;
3. Coordinate the work schedule to dispatch the necessary inspectors to the job site;
4. Perform field testing of soils, concrete, welding, and rip-rap placement and sampling;
5. Perform laboratory testing on the collected materials;
6. Review the test results and submit them to the Engineer.

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**EXHIBIT B**  
**PAYMENT ARRANGEMENTS**  
**Periodic Compensation (with attached Schedule of Fees)**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$312,778.40**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 10% of the agreement amount or **\$31,277.84**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- F. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Santa Barbara County Flood Control & Water Conservation District , 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>.





80 Blue Ravine Rd – Suite 250  
 Folsom, CA 95630  
 916-900-8623  
 www.unicoengineering.com



RATE SCHEDULE									
UNICO Engineering, Inc. 2024-2027									
OVERHEAD %: 144.92% PROFIT %: 10% ESCALATION %: 3%									
CLASSIFICATION	HOURLY RATE RANGE	HOURLY RATE RANGE 2024	HOURLY RATE RANGE 2025	HOURLY RATE RANGE 2026	HOURLY RATE RANGE 2027	HOURLY RATE RANGE 2028	HOURLY RATE RANGE 2029	HOURLY RATE RANGE 2030	HOURLY RATE RANGE 2031
Principal in Charge	\$ 90.00	\$ 242.47	\$ 282.47	\$ 248.74	\$ 270.34	\$ 257.24	\$ 278.46	\$ 264.95	\$ 286.81
Resident Engineer	\$ 80.00	\$ 215.53	\$ 280.72	\$ 222.00	\$ 289.14	\$ 228.66	\$ 297.82	\$ 235.52	\$ 306.75
Structures Representative	\$ 80.00	\$ 215.53	\$ 242.44	\$ 222.00	\$ 249.71	\$ 228.66	\$ 257.20	\$ 235.52	\$ 264.92
Program Manager	\$ 70.00	\$ 188.59	\$ 204.76	\$ 194.25	\$ 210.28	\$ 200.07	\$ 216.59	\$ 206.08	\$ 223.09
Construction Manager	\$ 65.00	\$ 85.00	\$ 175.12	\$ 180.37	\$ 223.43	\$ 185.78	\$ 230.13	\$ 191.36	\$ 237.03
Assistant Resident Engineer	\$ 50.00	\$ 85.00	\$ 134.71	\$ 216.92	\$ 138.75	\$ 142.91	\$ 230.13	\$ 147.20	\$ 237.03
Office Engineering/Document Control	\$ 30.00	\$ 80.82	\$ 127.60	\$ 83.25	\$ 131.43	\$ 85.75	\$ 136.37	\$ 88.32	\$ 139.43
Civil/Bridge Inspector (Group 1 Prevailing Wage)	\$ 70.00	\$ 85.00	\$ 188.59	\$ 216.92	\$ 194.25	\$ 200.07	\$ 230.13	\$ 206.08	\$ 237.03
Civil/Bridge Inspector (Group 1 Non-Prevailing Wage)	\$ 70.00	\$ 85.00	\$ 188.59	\$ 216.92	\$ 194.25	\$ 200.07	\$ 230.13	\$ 206.08	\$ 237.03
Civil/Construction Inspector (Group 2 Prevailing Wage)	\$ 65.00	\$ 75.00	\$ 175.12	\$ 191.40	\$ 180.37	\$ 197.14	\$ 185.78	\$ 203.06	\$ 209.15
Civil/Construction Inspector (Group 2 Non-Prevailing Wage)	\$ 65.00	\$ 75.00	\$ 175.12	\$ 191.40	\$ 180.37	\$ 197.14	\$ 185.78	\$ 203.06	\$ 209.15
Electrical Inspector (Group 2 Prevailing Wage)	\$ 65.00	\$ 75.00	\$ 175.12	\$ 191.40	\$ 180.37	\$ 197.14	\$ 185.78	\$ 203.06	\$ 209.15
Electrical Inspector (Group 2 Non-Prevailing Wage)	\$ 65.00	\$ 75.00	\$ 175.12	\$ 191.40	\$ 180.37	\$ 197.14	\$ 185.78	\$ 203.06	\$ 209.15
Structural Inspector (Group 2 Prevailing Wage)	\$ 65.00	\$ 75.00	\$ 175.12	\$ 191.40	\$ 180.37	\$ 197.14	\$ 185.78	\$ 203.06	\$ 209.15
Structural Inspector (Group 2 Non-Prevailing Wage)	\$ 65.00	\$ 75.00	\$ 175.12	\$ 191.40	\$ 180.37	\$ 197.14	\$ 185.78	\$ 203.06	\$ 209.15
Qualified Stormwater Developer (QSD)	\$ 50.00	\$ 65.00	\$ 134.71	\$ 175.12	\$ 138.75	\$ 180.37	\$ 142.91	\$ 185.78	\$ 147.20
Qualified Stormwater Practitioner (QSP)	\$ 42.00	\$ 55.00	\$ 113.15	\$ 148.18	\$ 116.55	\$ 152.62	\$ 120.04	\$ 157.20	\$ 123.65
SWPPP Inspector	\$ 45.00	\$ 60.00	\$ 121.24	\$ 161.65	\$ 124.87	\$ 166.50	\$ 128.62	\$ 171.49	\$ 132.48
Client	\$ 15.00	\$ 30.00	\$ 48.49	\$ 80.82	\$ 49.95	\$ 83.25	\$ 51.45	\$ 85.75	\$ 52.99
Principal Land Surveyor	\$ 90.00	\$ 110.00	\$ 242.47	\$ 296.35	\$ 249.74	\$ 306.24	\$ 257.24	\$ 314.40	\$ 264.95
Survey Manager	\$ 80.00	\$ 90.00	\$ 215.53	\$ 242.47	\$ 222.00	\$ 249.74	\$ 228.66	\$ 257.24	\$ 235.52
Senior Land Surveyor	\$ 60.00	\$ 75.00	\$ 161.65	\$ 202.06	\$ 166.50	\$ 208.12	\$ 171.49	\$ 214.36	\$ 176.64
Staff Land Surveyor	\$ 40.00	\$ 60.00	\$ 107.76	\$ 161.65	\$ 111.00	\$ 166.50	\$ 114.33	\$ 171.49	\$ 117.76
Party Chief (Prevailing Wage)	\$ 70.00	\$ 90.00	\$ 188.59	\$ 242.47	\$ 194.25	\$ 248.74	\$ 200.07	\$ 257.24	\$ 206.08
Party Chief (Non-Prevailing Wage)	\$ 40.00	\$ 60.00	\$ 107.76	\$ 161.65	\$ 111.00	\$ 166.50	\$ 114.33	\$ 171.49	\$ 117.76
Chairman/Rodman (Prevailing Wage)	\$ 70.00	\$ 90.00	\$ 188.59	\$ 242.47	\$ 194.25	\$ 248.74	\$ 200.07	\$ 257.24	\$ 206.08
Chairman/Rodman (Non-Prevailing Wage)	\$ 25.00	\$ 35.00	\$ 77.00	\$ 154.00	\$ 79.31	\$ 158.62	\$ 81.69	\$ 163.38	\$ 84.14
Draftsman/Survey Technician	\$ 25.00	\$ 35.00	\$ 67.35	\$ 94.29	\$ 69.37	\$ 97.12	\$ 71.45	\$ 100.04	\$ 73.60
Drone Pilot/Technician	\$ 55.00	\$ 65.00	\$ 148.18	\$ 175.12	\$ 152.62	\$ 180.37	\$ 157.20	\$ 185.78	\$ 161.92

- Reimbursement for per diem and mileage expenses shall be per the current federal reimbursement rate.
- Cost of normal survey stakes and other field supplies are included in the above rates. Special monuments, iron stakes, etc. will be charged at cost.
- Outside reproductions, services, and consultants will be charged at cost plus 10%.
- Per prevailing wage, a shift differential of 12.5% applies for any covered work shift beginning after 2PM.
- Yearly prevailing wage anticipates a 3% escalation, however increases in DIR rate determinations will be charged accordingly.
- Overtime rate will be billed at 1.5 times the hourly rate for non-exempt employees

## EXHIBIT C

### Indemnification and Insurance Requirements (For 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, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

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

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

#### INSURANCE

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

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

**B. Other Insurance Provisions**

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required

insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

**Exhibit D**

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS  
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))**

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

CONTRACTOR, **UNICO Engineering**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

DocuSigned by:  
  
B573C1FF8BED406

Signature of Contractor's Authorized Official

Cesar Montes de Oca      PRESIDENT

Name and Title of Contractor's Authorized Official

5/10/2024 | 1:16 PM PDT

Date