

## 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 T.Y. Lin International with an address at 707 Wilshire Boulevard, Suite 4900 Los Angeles California 90017 (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**

Steven Manuel at phone number (805) 803-8762 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. James Faber at phone number (213) 694-3981 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: Steven Manuel, Public Works Transportation, 620 W Foster Road, Santa Maria, CA 93455, smanuel@cosbpw.net, FAX: (805) 803-8753

To CONTRACTOR: T.Y. Lin International 707 Wilshire Boulevard, Suite 4900 Los Angeles California 90017 (949) 398-4957.

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 January 29<sup>th</sup>, 2020, contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on January 28<sup>th</sup>, 2025, unless extended by contract amendment or unless earlier terminated.

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

## **5. COMPENSATION OF CONTRACTOR**

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

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

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

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

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 contract or otherwise, shall create any contractual relation between COUNTY and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to COUNTY for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from COUNTY'S obligation to make payments to the CONTRACTOR.

B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

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

D. Any subcontract entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

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

#### **11. SUBCONTRACTORS**

CONTRACTOR is authorized to subcontract with D'Leon Consulting Engineers Corp., Epic Land Solutions, Inc., Rende Consulting Group, Safeprobe, Inc., Tetra Tech, and VMA Communications as identified in Exhibit D Contractor's Proposal. 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 contract is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY."

C. All subcontracts shall contain the above provisions.

### **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 contract, or any ensuing COUNTY construction project, which will follow.

B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

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

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

#### **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**

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.

## **20. AUDIT REVIEW PROCEDURES**

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY'S Deputy Director - Finance and Administration for Public Works.

B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.

D. CONTRACTOR and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's

responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

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

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

4. The CONTRACTOR, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either

directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

### **23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

### **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 subcontractors 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 contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

### **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. COUNTY reserves the right to terminate this contract for convenience upon thirty (30) calendar days written notice to CONTRACTOR with the reasons for termination stated in the notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

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

C. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

D. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

### **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 AMENDMENTS**

CONTRACTOR and COUNTY agree that immaterial amendments to the Agreement such as time frame and mutually agreeable work program changes, updating the Designated Representative or addresses, or other clerical error corrections, which will not result in a material change to the Agreement, scope of the Statement of Work, or total contract amount, may be authorized by the Public Works Director, or designee in accordance with Section 35 and upon review and concurrence by legal counsel.

### **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. HANDLING OF PROPRIETARY INFORMATION**

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

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

### **45. NEWS RELEASE/INTERVIEWS**

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

**46. SUSPENSION FOR CONVENIENCE**

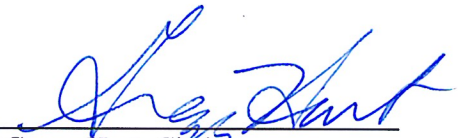
COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

**ATTEST:**

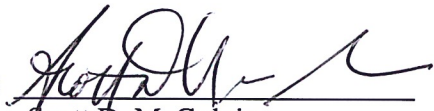
Mona Miyasato  
County Executive Officer  
Clerk of the Board

By:   
Deputy Clerk

**COUNTY OF SANTA BARBARA:**

By:   
Gregg Hart, Chair  
Board of Supervisors  
Date: 1-28-20

**RECOMMENDED FOR APPROVAL:**  
Public Works

By:   
Scott D. McGolpin  
Director of Public Works

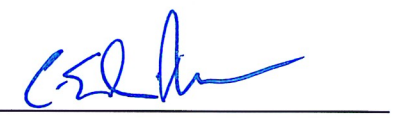
**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
Deputy

**APPROVED AS TO FORM:**

Ray Aromatorio  
Risk Manager

By: 

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and T.Y. Lin International.

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

**CONTRACTOR:**

T.Y. Lin International

By:   
Authorized Representative

Name: F.R. Clark Fernon

Title: Vice President

## EXHIBIT A

### STATEMENT OF WORK

#### Bonita School Road Bridge Replacement Project-Final Design PS&E

November 22, 2019

#### Scope of Services

##### Description of Project

The development and construction of this project is being undertaken by the County of Santa Barbara (County), who will also be serving as the Project's administrator for the final design, right-of-way engineering and acquisition, and construction.

As stakeholders in the Project, the County, local community, and business owner support of the recommended improvements is a prerequisite for County approval and a successful project.

The Project will remove and replace the existing 300 feet long Bonita School Road Bridge over the Santa Maria River with a new 2350 feet long bridge, construct roadway approaches to the new bridge, and construct Active Transportation (pedestrian and bicycle) Improvements on the west side of the new bridge.

##### Description of Work

##### Applicable Standards

The design shall be prepared in accordance with Caltrans regulations, policies, procedures, manuals and standards. The following items a. through b. are not all-inclusive but are intended to illustrate the types of sources.

- a. Bridge design shall be in conformance with the current Caltrans Bridge Design Manual and Aids to Designers.
- b. Plans and estimates shall be prepared in general conformance with the current editions of the Caltrans Construction Contract Development Guide, Standard Plans and Standard Specifications, and Basic Engineering Estimating System, or as required by the County.

##### Project Management and Final Design

###### General Description of Required Services

T.Y. Lin International (TYLI) will prepare a Discovery Memorandum; a Design Optimization Memorandum, to include a Bridge Type Selection Memorandum and informal Value Engineering activities and conclusions; 65%; 95%; and Final (100%) Bridge Construction Plans, Specifications and Cost Estimates for the Project. Tasks will include, but not be limited to: surveys, 65%, 95% and Final (100%) design of the bridge structure, independent check, utility coordination and potholing, public outreach culminating with two public meetings, right-of-way title reports and appraisals (assume 11 parcels), Temporary Entrance Permits, Record of Survey Map, and bidding and construction support. The work is more fully described following.

##### Design Criteria

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under this Description of Work shall be a quality acceptable to the County. The criteria for acceptance shall be a product of neat appearance, well-organized, technically and grammatically correct, checked, and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that of similar types produced by, and for, the County based upon the June 2018, Santa Barbara County, Department of Public Works, Transportation Division, Engineering Section Drafting Standards.

The title sheet for specifications and reports, and each sheet of plans, shall bear the professional seal, certificate number, registration classification, expiration date of the certificate and signature of the professional engineer, registered in the State of California, responsible for their preparation.

TYLI will have a quality control plan in effect during the entire time work is being performed under the Project contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back-checked, and all job-related correspondence and memoranda routed and received by affected persons and then bound in appropriate job files. Where several drawings show different work in the same area, means shall be provided to assure that conflicts and misalignment in both new and existing improvements do not exist. All plans, calculations, documents and other items submitted to the PDT for review shall be marked clearly as being fully checked and that the preparation of the material followed the quality control plan established for the Project.

#### **Design Standards**

The 65%, 95%, and Final (100%) plans, specifications and estimates shall be prepared in accordance with current County's Engineering Drafting Standards, Caltrans Standards and Specifications, and County Provisions, as applicable. It is anticipated that the standard specifications for the Project will be based upon current version the Caltrans Standard Specifications, and include the County's Standard Provisions. The specifications for the bridge will be based upon current Caltrans Standard Special Provisions (SSP's). Other standard specifications will be listed as reference specifications. Standard Drawings from the County and APWA shall be used. All dimensions shall be in United States Customary Units (USCU), not metric units. Bridge design shall be in accordance with Caltrans Bridge Design Manuals and Aids to Designers and the 6<sup>th</sup> Edition of the LFRD. All contract special provisions are to be prepared using software and file formats compatible with County computer system (Microsoft Word) and inserted in the County construction contract boilerplate.

## **Phase 1- Plans, Specifications, and Estimate-Project Final Design**

### **Task 1.0 Project Initiation and Review of Existing Data**

TYLI will collect existing as-built plans, utility plans, documents, accident data, traffic data, existing traffic and design studies, and other information pertinent to this proposed project. TYLI will coordinate with the County to obtain as-built plans, planning studies, engineering studies, and traffic studies (some of which the County has already provided). In coordination with the County, TYLI will request maps and records from utility owners and facilities within the project limits and field verify all utilities that are impacted, including collection of identification numbers of facilities. Utilities will be plotted on the utility base sheet. High-risk utilities, as defined by Caltrans, will be identified. Manholes and existing utilities will be identified on the project utility base sheets. Data to be obtained and reviewed includes:

- Mapping and design information from the County for Bonita School Road street improvements;
- As-built plans for the bridge;
- Hazardous material/waste information;
- Preliminary materials (geotechnical) information; and
- Right-of-Way and utility plans.



**Deliverables: Project Discovery Memo.**

## **Task 2.0 Project Management/Team Leadership/Quality Control**

### **Project Management/Team Leadership:**

The TYLI Team will assist the County on this phase of the project with responsibility for the work effort within the Project team. This task includes project management and administration; meetings; quality control/quality assurance; utility and right-of-way coordination; project permit coordination; scheduling; budgeting; progress reporting, and invoicing.

Progress meetings will be held at monthly intervals or as needed between the County, other stakeholders, and the Project team. The purpose of these meetings will be to review project status to ensure the contract objectives and milestones are being achieved and monthly action items are being accomplished. TYLI suggests these meetings occur quarterly at the County office in Santa Maria, and by teleconference for the remainder. At least one TYLI employee (Mr. Faber will always attend unless of an extenuating circumstance) will be attending these Project Development Team (PDT) Meetings as TYLI feels it important to get together with the County in-person at least once quarterly. Other meetings, as necessary and needed, can be attended using either a Skype or teleconference call format as appropriate, and as most beneficial, to the Project's development.

To supplement these meetings, the TYLI Team will maintain on-going communications with the County, utility companies, the Santa Barbara Flood Control and Water Conservation District (Flood Control District), the United States Army Corps of Engineers (USACE), City of Santa Maria, Caltrans, and other agencies as necessary. A schedule will be developed, maintained and updated for tracking the project on a monthly basis.

### **Project Work Plan**

TYLI will prepare a comprehensive Project Work Plan (PWP), which will include a Risk Management Plan, a Project Charter, a Communication Management Plan, and a Quality Assurance/Quality Control (QA/QC) Plan.

TYLI will prepare a Quality Assurance/Quality Control (QA/QC) plan for the project. Products will be developed in accordance with the TYLI Surface Transportation Quality Management Plan (STQMP), Caltrans Quality Assurance Procedures, and meet the County standards. TYLI will implement a comprehensive quality assurance procedure for this project as discussed following. Quality Control checklists will be used including sign-offs for each functional analysis as part of the quality assurance procedures.

### **Deliverables: Schedule Updates.**

**Meeting Minutes.**

**Meeting Agendas.**

**Monthly Project Reports**

**Monthly Invoices**

**Project Work Plan**

### **Quality Control**

It is the policy of TYLI to provide quality products and professional services that meet or exceed the requirements of our clients; delivered on time, within budget, and within the standard of care of our profession. Our processes and procedures for executing our work are to be delivered through a coordinated teamwork of properly trained and experienced staff. It is also the governing policy of TYLI management to plan, develop, implement, maintain and continuously improve an effective and efficient Quality Management System (QMS). Quality work is the responsibility of every individual performing the work.

Quality will be achieved through appropriate planning and control of work operations and by specific quality control activities such as reviewing, checking, and quality surveillance/auditing.

All Project Deliverables shall satisfy the project requirements specified in the Agreement for Professional Services with the County. Deliverables for the Project will include:

- Reports;
- Design folders;
- Drawings;
- Specifications;
- Independent Check (IDC) of Deliverable;
- QA/QC documentation; and
- Other project deliverables detailed in the PWP.

### **Plans Preparation**

Drawings shall be prepared by TYLI in accordance with the Engineering Drafting Standards and meeting standards contained in the County's Specification for electronic plan preparation, and the PWP. All Drawings which are "Issued for Construction" shall be stamped, sealed and signed by an appropriate Professional licensed in California. Any revisions to a drawing which has been "Issued for Construction" shall also be stamped, sealed and signed by an appropriate Professional licensed in California.

The receipt and delivery of all project records and deliverables shall be recorded in a document control system established for the Project using TYLI's STQSP-1 Document Control and Records Procedures.

### **Reviews**

Project progress submissions will be made to the County for review at the 65%, 95%, and 100% stages, or at such other intervals as acceptable to the County. Prior to submission, deliverables will be checked and reviewed in accordance with TYLI's STQSP-2 Checking and Review procedures. These checks and reviews may include:

- Performing alternative calculations;
- Comparing the deliverable documents with similar proven deliverables, if available;
- Checking drawings against project calculations;
- Checking drawings for accuracy and compliance with CAD standards;
- Checking for constructability;
- Reviewing Project staging documents before release; and
- Checking for compatibility between documents and between drawings/output of other disciplines.

Document review meetings with the Project Team will be at scheduled intervals. These in-process Project Reviews shall be carried out by a qualified professional and the results of all checks and reviews will be recorded and form part of the Quality Records.

### **Verification**

All final deliverables shall be checked and reviewed to verify compliance with Project requirements in accordance with TYLI's STQSP-2 Checking and Review Procedures. Records of this process are to be maintained in accordance with TYLI's STQSP-1 Document Control and Records Procedures.

### **Control of Project and Development Changes**

Procedures for dealing with superseded drawings, identifying changes on drawings, minor field-initiated changes and such are contained in TYLI's STQSP-1 Document Control and Records procedures and TYLI's STQSP-7 Change Management.

**Deliverables: Quality Control Plan**  
**County Approval:**

**30% Plans**

TYLI will prepare 30% Plans to document the Project improvements. These 30% Plans consist of:

- Title Sheet.
- Typical Sections.
- Site Map / Project Layout including Approved Geometrics
- Proposed Profiles and Superelevations.
- Proposed Grading Contours.
- Proposed Drainage Improvements.
- Proposed Signing and Striping.
- Proposed Utility Plan.

**Deliverables: Renderings (Assume four views of the proposed bridge: one view from each direction)**  
**Full Size 30% Plan Sets (Assume 12 Sets)**

**Task 3.0 Design Optimization Memo (Informal VA Study)**

**Informal VA/Final Structural Analysis/APS/Type Selection**

TYLI will chair an informal Value Analysis (VA) Study Session, to be held at the County office in Santa Maria. This meeting will not be bound by standard VA criterion such as length of the meeting or coverage of topics, rather it will take the form of seeking cost effective solutions to the Project Scope of Work. As it is assumed the bridge superstructure will be precast concrete girders, preliminary topics of discussion:

- Bridge Configuration: span lengths, substructure locations
- Bridge Configuration: profile
- Bridge Configuration: foundation types
- Multi-use Pathway incorporation
- Construction Methods
- Construction Staging
- OH Powerlines
- Environmental Considerations
- Section 408 Requirements and Minimization
- Other?

It is anticipated attendance at this study session, as augmented by the County, will include the County Project Manager, the County Public Works Environmental Lead, the County Civil Design Lead, TYLI's Project Manager, TYLI's Structures Lead, TYLI's Civil Lead; and TYLI's Structures Independent Checker.

**Design Optimization Memo**

Upon completion of the VA session TYLI will produce a Design Optimization Memo, resulting from the VA session, containing a Supplement to the already approved Bridge Type Selection Report and a revised Advanced Planning Study (APS), in combination documenting any changes to the bridge configuration and updating the cost estimate.

TYLI will prepare the Supplement Bridge Type Selection documents and the Bridge General Plan to comply with the most current Caltrans guidelines. This Supplement to the Type Selection Report will include a discussion of foundation requirements, seismic and aesthetic considerations, traffic handling requirements and alternatives, and construction cost and staging. In addition, we will develop an order-of-magnitude construction cost estimate. Anticipated construction methods will be identified and coordinated with the Project geometry. We will perform a seismic analysis in accordance with the current Caltrans Seismic Design Criterion (SDC) and Bridge Memo to Designers procedures.

**Deliverables: Design Optimization Memo  
Supplement to the Bridge Type Selection Report/APS**

## **Task 4.0 Structural Design**

### **Design Modelling and Calculations**

TYLI will build the model for the new structure based upon the structure type selected in Task 3 above and will produce the structural calculations for the design. TYLI will work with the County's geotechnical engineer to identify the correct ARS curve to be used to model the structure.

**Deliverables: Structural Design Modelling and Calculations**

## **Task 5.0 65% Plans, Specifications and Estimate**

### **65% Design Services (65% Submittal)**

Upon completion of the modelling and calculations for the new bridge, design and plan preparation will be undertaken by the TYLI Team to produce the 65% Submittal. We will prepare 65% plans, specifications and bid documents for construction of the Project improvements.

### **Bike Path**

TYLI shall prepare and deliver to the County 65% plans, specifications, and estimates on this project for the construction of the bike path located on the south levee of the Santa Maria River. Each plan sheet shall be signed by the design engineer who produced the 65% design and who is registered in the State of California. This design will include plan, profile, and layout for the retaining wall on the levee side of the path. It is assumed a Caltrans Type 5 (Cantilever) standard retaining wall design is to be used for the wall at this location.

### **Structures**

TYLI shall prepare and deliver to the PDT 65% plans, specifications, and estimates for the construction of the structures on this project. Each plan sheet shall be signed by the design engineer who produced the 65% design and who is registered in the State of California. We will use the current State Standard Special Provisions (SSP's) and current Standard Specifications for bridge related work. TYLI shall edit the SSP's and prepare 65% Structure Special Provisions specific to the Project. The 65% bridge design shall conform to the State of California Division of Structures (DOS) Bridge Design Specifications, Bridge Design Details and Memos to Designers, 6<sup>th</sup> Edition of the LFRD.

### **Specifications, Quantities and Cost Estimates**

TYLI will prepare 65% project specifications utilizing the Caltrans SSP's for structural items, including the County Provisions. TYLI shall prepare 65% quantity calculations and develop unit costs for each contract

bid item and prepare the 65% bridge cost estimate, based upon County and Caltrans District 5 historical cost index (Caltrans Contractor Cost Data). These will be submitted to the County for the County's review and approval.

### **Surveyor's Scope**

Tetra Tech will provide highly qualified technical staff to provide surveys and mapping to support the bridge design team. All surveys will be based on NAD-83 and County vertical control. As design progresses, surveys will be made to ensure tie-in points with the design elements are located, and geotechnical investigations and utility potholes mapped. All surveys and mapping will be delivered in Civil 3D 2017 format and in project coordinates and will include ASCII point files of all survey ties made. The following lists the location information to be collected:

- Above ground utilities and stationary objects.
- Tie and dip all inlets and manholes as necessary.
- Pothole location surveys.
- Design tie-in surveys.

**Deliverables:** 65% Project Special Provisions  
65% Quantities and Cost Estimates  
65% Design Plans  
Pothole and Utility Survey  
Tie-in Survey  
Design Survey

## **Task 6.0 95% Plans, Specifications and Estimate**

### **65% Bridge Independent Check**

Upon completion of the preparation of the 65% bridge design submittal, and while the County is reviewing that submittal, Rende Consulting (Rende) will produce an independent check of the design. He will produce independent calculations and will compare these with the design. If any discrepancies are discovered, Rende will meet with the TYLI designers, the purpose of which is to reconcile these discrepancies. Once all discrepancies have been resolved, Rende will submit his calculations and plan sheet mark-ups to TYLI for submittal for County review and comment, and for ultimate inclusion into the Project files.

**Deliverables:** 65% Bridge Independent Check

### **95% Design Services (95% Submittal)**

Upon County approval of the 65% design submittal, plan preparation will be undertaken by the TYLI Team to produce the 95% Submittal. TYLI will prepare 95% plans, specifications and bid documents for the construction of the Project improvements, including the bike path on the south side of the river levee.

**Deliverables:** 95% Project Special Provisions  
95% Quantities and Cost Estimates  
95% Design Plans

## **Task 7.0 100% Plans, Specifications and Estimate**

### **100% Design Services (100% Submittal)**

Upon County approval of the 95% design submittal, plan preparation will be undertaken by the TYLI Team to produce the 100% Submittal. TYLI will prepare 100% plans, specifications and bid documents for the construction of the Project improvements, including the bike path on the south side of the river levee. Prior to the submittal, TYLI will perform an independent check of the quantities.

**Deliverables: 100% Project Special Provisions  
100% Quantities and Cost Estimates  
100% Design Plans  
Quantity Calculations  
Independent Quantity Calculations**

**Assemble Final Bid Package**

Upon County approval of the 100% bridge design and bike path submittal, plan preparation will be undertaken by the TYLI Team to produce the Final Bid Package. TYLI will prepare the final bid documents for the construction of the Project improvements. It is assumed the producer of the civil design will deliver a bid ready package to incorporate into the Final Bid Package.

**Deliverables: Final Bid Package**

**Task 8.0 Resident Engineer's File**

TYLI will provide the following information for the RE file. This list is not meant to be comprehensive and we shall provide additional information as appropriate:

- Permits
- Surveying Notes
- Geotechnical (GDR) and Foundation (FDR) Reports
- Hydrology/Hydraulics Report and calculations
- Relevant correspondence and memoranda
- Engineering calculations (horizontal and vertical alignments, and earthwork quantities)
- Environmental Agreements and Reports
- Summary and discussion of Environmental issues
- Transportation Management Plan and supplements
- Material Handouts
- Storm Water Data Report
- Right-of-Way Maps & Agreements
- Utility Relocation Plans and Agreements
- Bridge four-scale plans – 3 sets
- Structure RE Pending File items per Caltrans Office of Specially Funded Projects (OSFP)

**Deliverables: Resident Engineer's File**

**Task 9.0 Initial Utility Coordination**

**Utility Impacts/Coordination**

Utility correspondences and coordination will conform to the Caltrans Right-of-Way Manual and Chapter 14 of the Local Assistance Procedures Manual.

Responses from these Utility A Letters received from the utility owners will be used to produce a Utility Coordination Matrix and a Utilities Base Map showing the location of the existing utilities. This matrix will list the type of facility, the owner, the owner's contact and information, the disposition of the facilities impact on the Project, either relocation or protection-in-place, and cost estimate for utility relocations/adjustments. Of particular concern is working with the overhead power line located on the east side of Bonita School Road.

Once correspondence has been received from all the utility owners and the Utilities Base Map has been updated to include these facilities, we will commence in potholing operations to positively locate each facility. Upon completion of the potholing operation, the TYLI team will produce Requests for Verification

letters, Utilities Letters B, and same letters will be sent to the utility owners. The Utilities Letters B will function as confirmation from the owners as to location and completeness of the Utilities Base Map. Upon receipt from the Utilities Letters B, the Utilities Base Map and the Utilities Matrix will be updated accordingly, as necessary.

**Pothole Services**

Potholing work will be coordinated and managed by D'Leon Consulting Engineers, under the supervision of TYLI. We will continue to coordinate with the Utility Owners regarding specific methods required for pothole working and around their facilities as needed; i.e. wet or dry vacuum or open trench excavation. TYLI will continue to coordinate with the Utility Owners regarding High Risk specific methods required for pothole working and around their facilities as needed. TYLI will coordinate with the County for an encroachment permit and traffic control plans for field pothole work, as necessary. It is assumed eight potholes will be needed.

- Deliverables: Utilities Letters B**  
**Utilities Matrix**  
**Utilities Base/Conflict Maps**  
**Surveyed three dimensional coordinates to top of utility/pothole**

**Task 10.0 Temporary Entrance Permit**

The TYLI team will contact property owners in the vicinity of the Project site and negotiate a Temporary Entry Permit (TEP) for permission for temporary access as needed for the design of the Project. The TEP will be prepared signature-ready for the County to review and execute. The negotiated TEPs will be in effect for the duration of the Project. It is assumed seven TEPs will be needed.

- Deliverables: Temporary Entry Permits**

**Task 11.0 Public Outreach: Community Open House Meetings**

Two Community Open House Meetings will be held during the development of the design plans to inform stakeholders of the progress of the project and the anticipated impact to the local community and environment during its construction. These meetings will provide opportunity for the general public to receive updates of the project, as well as provide valuable feedback to the team prior to completion of the final design plans.

The TYLI team will lead the public outreach efforts, while the County will secure the venue for the meetings. Project fact sheets, maps, comment cards and graphic displays will be provided by TYLI. These materials will be reviewed and approved by County staff prior to being used at these meetings. Spanish-language interpreters will also be made available.

At a minimum, meeting notifications will be distributed to the stakeholder database, as well as all properties within an agreed upon boundary from the project site via mail, e-blasts, and social media. Meeting notices will be placed as print and digital advertisements in major and community media outlets. The TYLI Outreach Team will also work with local community and business organizations to publish meeting notices in newsletters or via social media, and work with County staff to obtain local media coverage. The public meetings will be hosted per the requirements and best practices set forth by the County, including following Title VI and Limited English Proficiency (LEP) requirements. Meeting attendees will also have the option of submitting written comments via letters, e-mails, online via laptops and/or completed comment cards. At the conclusion of the public meetings, summary reports will be prepared to share public comments with the County, the public, and the technical team for inclusion in the environmental review process for the first meeting, and for finalizing the 100% design package for the second meeting.

**Deliverables: Public Outreach Materials**  
**Meeting Notifications**  
**Project Fact Sheets, Maps, Comment cards and Graphic displays**  
**Public Outreach Summary Report**

## **Phase 2- Right of Way/Final Utility Coordination/Bid and Construction Support**

### **Task 12.0 Right-of-Way and Final Utility Coordination**

#### **Right-of-Way Services**

Existing right-of-way information, including parcel boundaries will be shown on the layout plans and used to determine the preliminary right-of-way requirements. The cost of potential right-of-way acquisitions will be included in the cost estimate for the Project.

As the design is refined, the impacts to right-of-way will also be more thoroughly defined. This updated information will be shown on the right-of-way layout sheets and used to determine the preliminary right-of-way requirements and will be mapped for use in the right-of-way acquisition phase of the Project. Once the Right-of-Way has been fully defined, Tetra Tech will acquire Title Reports for the parcels affected by the Project. It is assumed seven Title Reports will be required. Tetra Tech will also prepare Legal Depictions and Legal Descriptions for right-of-way acquisitions and construction easements.

In addition, it is assumed an encroachment permit from San Luis Obispo County will be needed to access the Project site on the north side of the channel. And, it is assumed an encroachment permit will be required from Caltrans to detour traffic during construction. TYLI will coordinate these permits and provide signature ready documents to the County for execution.

Epic Land Solutions (Epic) will prepare a Caltrans Right-of-Way Data Sheet to obtain Right-of-Way and Utility Certification. In addition, Epic will use prepared legal descriptions to prepare appraisals for fee takes and easements, will prepare acquisition documents, and will negotiate to an agreement with the property owners, and deliver to the County executed acquisition documents for County's board approval.

#### **Record of Survey**

Record of Survey will be prepared and filed, by TYLI, with the County Surveyor's Office. The purpose of the Record of Survey will be to document the establishment of the properties being affected by the proposed acquisition. During the course of the right of way engineering process, deed lines will be analyzed and established to delineate the affected parcels. The Record of Survey will provide a recorded document as to how the lines were established and their relationship to the adjoining parcels. This Record of Survey will also document the centerline monumentation and control used for the Project, thus creating a controlling document for the Project as it moves into construction.

The Record of Survey will be prepared in accordance with the California Land Surveyor's Act 8762 (b) (4) & (5) and will be filed with the Santa Barbara County Surveyor's Office. The agency fees associated with the map recordation are assumed to be waived as it is a County project.

#### **Final Utility Coordination**

D'Leon Consulting will perform the necessary work to complete the utility coordination for the Project. This will include preparing and issuing notice to the owners for relocation work, preparing utility agreements, and preparing final utility plans.

**Deliverables: Right-of-Way Requirements Maps**  
**Caltrans Right-of-Way Data Sheet, including Utility Certification**  
**Record of Survey Map (filed with County)**  
**Encroachment Permit with the County of San Luis Obispo**  
**Right-of-Way Legal Depictions (Assume 7 parcels)**



**Right-of-Way Legal Descriptions (Assume 7 parcels)**  
**Right-of-Way Appraisals (Assume 7 parcels)**  
**Right-of-Way Acquisition Documents (Assume 7 parcels)**  
**Right-of-Way Executed Acquisition Documents for County Approval (Assume 7 parcels)**  
**Final Utility Notice Letters**  
**Final Utility Plans**  
**Utility Agreements**

### **Task 13.0 Contract Bidding Assistance**

Bidding procedures will be the responsibility of the County. When the Project is advertised for bidding, TYLI will provide the County with the bid set CAD files and PDFs. During bid advertisement of the Project, TYLI will refer all questions concerning the intent to County for resolution. In the event that items requiring interpretation of the drawings or specifications are discovered during the bidding period, TYLI will inform the County, and the County will advise TYLI regarding the proper procedure required for analysis of said items. Any necessary corrective action will either be in the form of an addendum prepared by TYLI and issued by County, or via a contract change order after the award of the construction contract. TYLI will also chair the pre-bid meeting and will prepare the meeting agenda and minutes.

**Deliverables: Responses to Bidder Inquiries**  
**Addenda Issue to Bidders**  
**Pre-bid Meeting Agenda and Minutes**

### **Task 14.0 Project Construction Support**

Construction of the project will be the responsibility of County. During the construction phase, the TYLI team will work closely with Resident Engineer (RE) within the budget allotted to assist and advise the RE in order to minimize construction conflicts and to expedite project completion. In addition, TYLI will assist the County in chairing the pre-construction meeting.

#### **Shop Drawing Review**

TYLI will review submittals and shop drawings. The review of shop drawings may include bridge working drawing submittals, construction contractor's submittals for substitutions, construction contractor's alternative construction approval, independent check of construction contractor's falsework submittal (as necessary), and others as requested by the RE. Procedures for reviewing structure-related items will follow the OSFP.

#### **Response to RFIs/Change Order Preparation and Review/VECP Reviews**

TYLI will draft responses to contractor inquiries and RFIs as requested by the RE. TYLI will also review proposed change orders, draft change order language, value engineering change proposals (VECP), and make recommendations as requested by the RE.

#### **Project Close-out**

After construction, TYLI will provide design survey records, including legible hard copies and electronic files, recorded monumentations, and post audits. TYLI shall maintain all project records in accordance with the Caltrans Uniform filing system and will provide all pertinent project records to the County. Documents shall be organized in accordance with the County's organization of project documents.

**Deliverables: Responses to RFIs and RFCs**  
**Bridge four-scale Drawings**  
**Project Close-out Files**

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

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

**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Lump Sum**

- A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to Contractor will include compensation for all work and deliverables, including travel and equipment described in Exhibit A, Statement of Work of this contract. No additional compensation will be paid to Contractor, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between Contractor and County. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by County.
- B. Progress payments may be made monthly in arrears based on the percentage of work completed by Contractor. If Contractor fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 29 Termination.
- C. Contractor shall not commence performance of work or services until this contract has been approved by County and notification to proceed has been issued by the County designated representative. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.
- D. Contractor will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by the County designated representative of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which Contractor is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due County that include any equipment purchased under the provisions of Section 11 Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of Contractor's work. Invoices shall be emailed to [pwroadspayables@cosbpw.net](mailto:pwroadspayables@cosbpw.net) and mailed to the County designated representative at the following address:

Steven Manuel  
620 West Foster Road  
Santa Maria, CA. 93455

- E. The total amount payable by County shall not exceed \$ 1,737,580.
- F. All subcontracts shall contain the above provisions.

## EXHIBIT C

### Indemnification and Insurance Requirements Risk Management

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.

INDEMNIFICATION FOR DESIGN PROFESSIONALS ONLY. CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR's proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay County's cost of defense to the fullest extent permitted by law.

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

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

#### INSURANCE

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

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

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

approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

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

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

**EXHIBIT D**

**Contractor's Proposal  
T.Y. Lin International**

10/20/2010

10/20/2010

10/20/2010

10/20/2010

10/20/2010

Date: 11/18/19  
 Prime Consultant: T.Y. Lin International  
 Project Title: Bonita School Road Bridge Replacement

**T.Y. LIN INTERNATIONAL**  
**BONITA SCHOOL ROAD BRIDGE REPLACEMENT PROJECT**  
**NOT TO EXCEED COST ESTIMATE NOVEMBER 18, 2019**

Task/Subtask	Description	Activity	WBS or Activity Code	Estimated Labor Hours												Hours	Total Labor Amount	Raw Labor Amount
				Project Manager: James Faber	Struct. Lead Stephane Dulor	Struct. Lead Jeremy LaHaye	Structure Engineer Pete Smith	Structure Engineer Brett Makley	Road Lead Albert Pan	Project Engineer Christina Diaz	Environmental Alicia Lemke	Active Transportation Lead Bethany Dawa	CADD Oscar Colcol	QA/QC				
<b>Phase 1</b>																		
1.0	Project Initiation and Review of Existing Data																	
	Project Discovery/Memo			16	8					8								
	Sight Visit/Present Discovery Memo/PDT Kickoff Meeting			16	8					8								
	<b>TASK SUBTOTAL:</b>			<b>32</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>64</b>	<b>\$17,036</b>	
2.0	Project Management/Team Leadership/Quality Control																	
	Project Management/Team Leadership/County Project Approval			620	60					100			80		20			
	Quality Control			8	40						40				40	120		
	<b>TASK SUBTOTAL:</b>			<b>628</b>	<b>100</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>100</b>	<b>40</b>	<b>80</b>	<b>0</b>	<b>60</b>	<b>120</b>	<b>1128</b>	<b>\$301,371</b>		
3.0	Design Optimization Memo																	
	Traffic Report															0	\$0	
	Informal VA/Final Structural Analysis/APS/Type Selection			8	24	28				24						84	\$19,826	
	Design Optimization Memo			40	8					16				40	24	128	\$28,675	
	County Review Design Optimization Memo															0	\$0	
	Address County Comments/Final Design Optimization Memo			4	4					2						10	\$2,685	
	<b>TASK SUBTOTAL:</b>			<b>52</b>	<b>36</b>	<b>28</b>	<b>0</b>	<b>24</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>24</b>	<b>0</b>	<b>222</b>	<b>\$51,186</b>		
4.0	Structural Design																	
	Final Design Surveying																	
	Structural Design Calculations			8	40	160	200	160								568	\$119,888	
	Final Structure Design Calculations			8		32		8								48	\$10,880	
	<b>TASK SUBTOTAL:</b>			<b>16</b>	<b>40</b>	<b>192</b>	<b>200</b>	<b>168</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>616</b>	<b>\$130,768</b>		
5.0	65% Plans, Specifications, and Estimate																	
	65% Bridge/Bike Path Construction Drawings			8	64	160	100	80	70					280		762	\$138,074	
	65% Bridge Special Provisions and Cost Estimate/Bid Items List			4	8			56								68	\$14,401	
	Address County Comments 65% Bridge Special Provisions and Cost Estimate/Bid Items List					24	24	48					40			136	\$24,251	
	<b>TASK SUBTOTAL:</b>			<b>12</b>	<b>72</b>	<b>184</b>	<b>124</b>	<b>184</b>	<b>70</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>320</b>	<b>0</b>	<b>966</b>	<b>\$176,727</b>		
6.0	95% Plans, Specifications, and Estimate																	
	65% Bridge Independent Check																	
	95% Bridge/Bike Path Construction Drawings			8	16	80	100	65	50				200			519	\$90,874	
	95% Bridge Special Provisions and Cost Estimate/Bid Items List			4	16			40								60	\$13,482	
	Address County Comments 95% Bridge Special Provisions and Cost Estimate/Bid Items List					40	16	48					40			144	\$26,120	
	<b>TASK SUBTOTAL:</b>			<b>12</b>	<b>32</b>	<b>120</b>	<b>116</b>	<b>153</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>240</b>	<b>0</b>	<b>723</b>	<b>\$130,476</b>		
7.0	100% Plans, Specifications, and Estimate																	
	100% Bridge/Bike Path Construction Drawings			4	40	60	60	40	20				120			344	\$63,563	
	100% Bridge Special Provisions and Cost Estimate/Bid Items List			4	16			24								44	\$10,339	
	Address County Comments 100% Bridge Special Provisions and Cost Estimate/Bid Items List					20	8	26					24			78	\$13,931	
	Assemble Final Bid Package					20	20	0					16			56	\$10,280	
	<b>TASK SUBTOTAL:</b>			<b>8</b>	<b>56</b>	<b>100</b>	<b>88</b>	<b>90</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>160</b>	<b>0</b>	<b>522</b>	<b>\$98,114</b>		
8.0	Resident Engineer's File																	
	Resident Engineers File			0	4	8	8	48					16			84	\$15,800	
	<b>TASK SUBTOTAL:</b>			<b>0</b>	<b>4</b>	<b>8</b>	<b>8</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>84</b>	<b>\$15,800</b>		
9.0	Initial Utility Coordination																	
	Utility Letters-Request for Information (Letter A)								8	8						16	\$2,628	
	Prepare Utility Base Maps								8	8						16	\$2,628	
	Utility Potholing								8	8						16	\$2,628	
	Complete Existing Utility Plans/Conflict Resolution								8	8						16	\$2,628	
	Utility Letters-Verification of Information (Letter B)								8	8						16	\$2,628	
	Issue Notice to Owners Letter to Utilities								8	8						16	\$2,628	
	Coordination for Utility Relocations								8	8						16	\$2,628	



Date: 11/18/19  
 Prime Consultant: T.Y. Lin International  
 Project Title: Bonita School Road Bridge Replacement

**T.Y. LIN INTERNATIONAL**  
**BONITA SCHOOL ROAD BRIDGE REPLACEMENT PROJECT**  
**NOT TO EXCEED COST ESTIMATE NOVEMBER 18, 2019**

Task/Subtask	Description	Activity	WBS or Activity Code	Estimated Labor Hours											Hours	Total Labor Amount	Raw Labor Amount
				Project Manager: James Faber	Struct. Lead: Stephane DuIor	Struct. Lead: Jeremy LaHaye	Structure Engineer: Pete Smith	Structure Engineer: Brett Makley	Road Lead: Albert Pan	Project Engineer: Christina Diaz	Environmental: Alicia Lemke	Active Transportation Lead: Bethany Dawa	CADD: Oscar Colcol	QA/QC			
	<b>TASK SUBTOTAL:</b>			0	0	0	0	0	56	56	0	0	0	0	112	\$18,397	\$6,666
10.0	Temporary Entry Permits/Permits																
	Temporary Entry Permits/Permits								8	16					24	\$3,672	\$1,330
	<b>TASK SUBTOTAL:</b>			0	0	0	0	0	8	16	0	0	0	0	24	\$3,672	\$1,330
11.0	Public Notice and Meetings																
	Public Outreach Efforts No. 1			24	8				8	24					64	\$14,003	\$5,074
	Public Outreach Meeting No. 1			8	8	8			8	8					40	\$8,945	\$3,241
	Prepare Public Meeting Summary Report No. 1			8	4				8						20	\$5,051	\$1,830
	Public Outreach Efforts No. 2			24	8				8	24					64	\$14,003	\$5,074
	Public Outreach Meeting No. 2			8	8	8			8	8					40	\$8,945	\$3,241
	Prepare Public Meeting Summary Report No. 2			8	4				8						20	\$5,051	\$1,830
	<b>TASK SUBTOTAL:</b>			80	40	16	0	0	48	64	0	0	0	0	248	\$55,999	\$20,289
	<b>Phase 2</b>																
12.0	Right of Way and Final Utility Coordination																
	Utility Notice to Owner								8	8					16	\$2,628	\$952
	Utility Agreement								16	8					24	\$4,213	\$1,526
	Proposed Utility Plans								8	12					20	\$3,150	\$1,141
	Final Utility Plans								8	8					16	\$2,628	\$952
	<b>TASK SUBTOTAL:</b>			0	0	0	0	0	40	36	0	0	0	0	76	\$12,619	\$4,572
13.0	Contract Bidding Assistance																
	Contract Bidding Assistance			8	16	16			8	8					56	\$12,908	\$4,677
	Pre-Bid Meeting			16	8				8						32	\$8,518	\$3,086
	<b>TASK SUBTOTAL:</b>			24	24	16	0	0	16	8	0	0	0	0	88	\$21,426	\$7,763
14.0	Project Construction Support																
	Project Construction Support			0	8	16	260	80	54	8			40	16	482	\$95,783	\$34,704
	<b>TASK SUBTOTAL:</b>			0	8	16	260	80	54	8	0	0	40	16	482	\$95,783	\$34,704
	<b>Total Hours:</b>			864	428	680	796	747	496	228	80	40	860	136	5355	\$1,129,373	
	<b>Raw Labor Rate:</b>			\$106.64	\$100.72	\$78.74	\$72.85	\$71.17	\$71.77	\$47.26	\$66.89	\$78.26	\$43.31	\$126.11	5355	\$1,129,373	
	<b>Billing Rate:</b>			\$294.33	\$277.99	\$217.32	\$201.07	\$196.43	\$198.09	\$130.44	-\$184.62	\$216.00	\$119.54	\$348.06			
	<b>Labor Subtotal:</b>			\$254,298	\$118,979	\$147,779	\$160,049	\$146,733	\$98,250	\$29,740	\$14,769	\$8,640	\$102,801	\$47,337			\$0
	<b>Multiplier (incl. OH + Profit):</b>			2.76													
	<b>Annual Escalation Rate:</b>																4.0%
	<b>Contract Duration (Years):</b>																3.00
	<b>LABOR:</b>																\$1,175,000
	<b>OTHER DIRECT COSTS</b>																
	Travel Costs																
	Rental Cars																\$7,200
	Meals																\$1,800
	Hotel																\$2,000
	Reproduction/Mailing Submittals																\$1,500
	Copies																\$0.10
	<b>OTHER DIRECT COSTS:</b>																\$14,250
	<b>SUBCONSULTANT/VENDOR SERVICES:</b>																\$548,330
	<b>TOTAL NOT TO EXCEED FEE:</b>																\$1,737,580
	<b>SUBCONSULTANT/VENDOR SERVICES</b>	<b>Amount</b>	<b>%</b>	<b>DBE?</b>													
	Rende	\$77,600	4.5%														
	VMA	\$171,180	9.9%	Y													
	D'Leon	\$84,002	4.8%	Y													
	Epic	\$90,922	5.2%														
	Safeprobe	\$24,210	1.4%	Y													
	Tetra Tech	\$100,416	5.8%														
	<b>Subtotal - SUBCONSULTANT SERVICES:</b>	<b>\$548,330</b>	<b>31.6%</b>														
	<b>DBE Participation:</b>	<b>\$279,392</b>	<b>16.1%</b>														



Date: 11/18/19  
 Subconsultant: VMA  
 Project Title: Bonita School Road Bridge Replacement  
 Project Number:  
 Client Reference:

Task/Subtask	Description	Activity	WBS or Activity Code	Estimated Labor Hours													Total Labor Amount	Raw Labor Amount	
				Project Manager															Hours
11.0	Public Outreach Meetings/Efforts																		
	Public Outreach Efforts No. 1			240														240	\$61,200
	Public Outreach Meeting No. 1			40														40	\$10,200
	Prepare Public Meeting Summary Report No. 1			40														40	\$10,200
	Public Outreach Efforts No. 2			185														185	\$47,175
	Public Outreach Meeting No. 1			40														40	\$10,200
	Prepare Public Meeting Summary Report No. 2			40														40	\$10,200
	<b>TASK SUBTOTAL:</b>			585	0	0	0	0	0	0	0	0	0	0	0	0	0	585	\$149,175
<b>Total Hours:</b>				585	0	0	0	0	0	0	0	0	0	0	0	0	0	585	\$149,175
<b>Raw Labor Rate:</b>				\$255.00	\$119.85	\$119.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
<b>Billing Rate:</b>				\$100.00	\$47.00	\$47.00													
<b>Labor Subtotal:</b>				\$149,175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
<b>Multiplier (incl. OH + Profit):</b>		2.55																	

2nd TIER SUBCONSULTANT/VENDOR SERVICES	Amount	%	DBE?
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
<b>Subtotal - SUBCONSULTANT SERVICES:</b>	<b>\$0</b>	<b>0.0%</b>	
<b>DBE Participation:</b>	<b>\$0</b>	<b>0.0%</b>	

<b>Annual Escalation Rate:</b>	
<b>Contract Duration (Years):</b>	
<b>LABOR:</b>	\$149,175 See note 1

OTHER DIRECT COSTS	Quant	Unit	Price	Amount
Travel	2		\$1,002.50	\$2,005
Equipment Rental	2		\$10,000.00	\$20,000
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>OTHER DIRECT COSTS:</b>				<b>\$22,005</b>
<b>SUBCONSULTANT/VENDOR SERVICES:</b>				<b>\$0</b>
<b>TOTAL BUDGET:</b>				<b>\$171,180</b>

Notes:  
 1. Escalated Fee assumed to midpoint of contract duration, with no escalation for the first year.

Date: 11/18/19  
 Subconsultant: D'Leon  
 Project Title: Bonita School Road Bridge Replacement  
 Project Number:  
 Client Reference:

Task/Subtask	Description	Activity	WBS or Activity Code	Estimated Labor Hours													Hours	Total Labor Amount	Raw Labor Amount		
				Project Manager	Road Lead	Project Engineer															
9.0	Initial Utility Coordination																				
	Utility Letters-Request for Information (Letter A)			0	0	0												0	\$0		
	Prepare Utility Base Maps			4	8	40												52	\$6,720		
	Utility Potholing				8													8	\$951		
	Complete Existing Utility Plans/Conflict Resolution			8	8	40												56	\$7,732		
	Utility Letters-Verification of Information (Letter B)			8	8	80												96	\$12,488		
	Issue Notice to Owners Letters to Utilities			8	8													16	\$2,975		
	Coordination for Utility Relocations				60	40												100	\$11,891		
	<b>TASK SUBTOTAL:</b>			28	100	200	0	0	0	0	0	0	0	0	0	0	0	328	\$42,757	\$0	
12.0	Right of Way and Final Utility Coordination																				
	Utility Notice to Owner			4	8	16												28	\$3,866		
	Utility Agreement			4	8	16												28	\$3,866		
	Proposed Utility Plans			4	40	80												124	\$15,281		
	Final Utility Plans			4	24	24												52	\$6,720		
	<b>TASK SUBTOTAL:</b>			16	80	136												232	\$29,733		
14.0	Project Construction Support																	0	\$0		
	Project Construction Support			0	40	40												80	\$9,513		
	<b>TASK SUBTOTAL:</b>			0	40	40												80	\$9,513		
<b>Total Hours:</b>				44	220	376	0	0	0	0	0	0	0	0	0	0	0	640	\$82,002	\$0	
<b>Billing Rate:</b>				\$253.00	\$118.91	\$118.91	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	640	\$82,002	\$0
<b>Raw Labor Rate:</b>				\$100.00	\$47.00	\$47.00															
<b>Labor Subtotal:</b>				\$11,132	\$26,160	\$44,710	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0				
<b>Multiplier (incl. OH + Profit):</b>				2.53																	

2nd TIER SUBCONSULTANT/VENDOR SERVICES	Amount	%	DBE?
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
<b>Subtotal - SUBCONSULTANT SERVICES:</b>	<b>\$0</b>	<b>0.0%</b>	
<b>DBE Participation:</b>	<b>\$0</b>	<b>0.0%</b>	

<b>Annual Escalation Rate:</b>	
<b>Contract Duration (Years):</b>	
<b>LABOR:</b>	<b>\$82,002</b>

OTHER DIRECT COSTS	Quant	Unit	Price	Amount
Travel	2		\$1,000.00	\$2,000
Equipment Rental	0		\$10,000.00	\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>OTHER DIRECT COSTS:</b>				<b>\$2,000</b>
<b>SUBCONSULTANT/VENDOR SERVICES:</b>				<b>\$0</b>
<b>TOTAL BUDGET:</b>				<b>\$84,002</b>

Notes:  
 1. Escalated Fee assumed to midpoint of contract duration, with no escalation for the first year.

Date: 11/18/19  
 Subconsultant: Epic  
 Project Title: Bonita School Road Bridge Replacement  
 Project Number:  
 Client Reference:

Task/Subtask	Description	WBS or Activity Code	Estimated Labor Hours														Hours	Total Labor Amount	Raw Labor Amount
			Project Manager	Appraisals	Senior Right of Way Agent	Right of Way Agent													
10.0	Temporary Entrance Permits																		
	Temporary Entry Permits/Permits		40																
	<b>TASK SUBTOTAL:</b>		40			0	0	0	0	0	0	0	0	0	0	0	0	0	
12.0	Right of Way and Final Utility Coordination																		
	Prepare Appraisals		16	165															
	Prepare Acquisition Documents (7 acquisitions)		5		30	10													
	Negotiate Acquisitions																		
	<b>TASK SUBTOTAL:</b>		26		200	66													
			47	165	230	76	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Total Hours:</b>			87	165	230	76	0	0	0	0	0	0	0	0	0	0	0	0	
<b>Raw Labor Rate:</b>			\$56.00	\$80.03	\$37.02	\$28.85	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
<b>Billing Rate:</b>			\$174.94	\$250.01	\$115.65	\$90.13													
<b>Labor Subtotal:</b>			\$15,220	\$41,252	\$26,600	\$6,850	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

2nd TIER SUBCONSULTANT/VENDOR SERVICES	Amount	%	DBE?
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
		0.0%	
<b>Subtotal - SUBCONSULTANT SERVICES:</b>	<b>\$0</b>	<b>0.0%</b>	
<b>DBE Participation:</b>	<b>\$0</b>	<b>0.0%</b>	

Annual Escalation Rate:  
 Contract Duration (Years):  
**LABOR: \$89,922** See note 1

OTHER DIRECT COSTS	Quant	Unit	Price	Amount
Travel	1		\$1,000.00	\$1,000
Equipment Rental	0		\$10,000.00	\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
<b>OTHER DIRECT COSTS:</b>				<b>\$1,000</b>
<b>SUBCONSULTANT/VENDOR SERVICES:</b>				<b>\$0</b>
<b>TOTAL BUDGET:</b>				<b>\$90,922</b>

Notes:  
 1. Escalated Fee assumed to midpoint of contract duration, with no escalation for the first year.



