

## **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 HDR ENGINEERING, INC. with an address at 2280 Market Street Suite 100, Riverside, CA 92501 (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**

CHRISTIAN DOOLITTLE, Engineering Manager II at phone number (805) 803-8777 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. GERARD REMINISKEY at phone number (951) 320-7326 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

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

To COUNTY: CHRISTIAN DOOLITTLE, COUNTY OF SANTA BARBARA, 620 W. FOSTER ROAD, SANTA MARIA, CA 93455, EMAIL: [cdoolit@countyofsb.org](mailto:cdoolit@countyofsb.org)

To CONTRACTOR: GERARD REMINISKEY, HDR ENGINEERING, INC., 2280 Market St, Riverside, CA 92501, EMAIL: [Gerard.Reminiskey@hdrinc.com](mailto:Gerard.Reminiskey@hdrinc.com)

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

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

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

### **4. TERM**

CONTRACTOR shall commence performance upon County of Santa Barbara Board of Supervisors approval of this contract and end performance upon completion, but no later than June 30, 2028 unless otherwise directed by COUNTY or unless earlier terminated.

**5. COMPENSATION OF CONTRACTOR**

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

**6. INDEPENDENT CONTRACTOR**

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

**7. STANDARD OF PERFORMANCE**

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

**8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. TAXES**

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

**10. CONFLICT OF INTEREST**

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

**11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions, provided that any modification or reuse of the Copyrightable Works and Inventions for purposes other than those intended by this Agreement shall be at COUNTY's sole risk and without liability to CONTRACTOR. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

**12. NO PUBLICITY OR ENDORSEMENT**

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

**13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such

items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

**14. RECORDS, AUDIT, AND REVIEW**

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

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

**15. INDEMNIFICATION AND INSURANCE**

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

**16. NONDISCRIMINATION**

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.

**17. NONEXCLUSIVE AGREEMENT**

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

**18. NON-ASSIGNMENT**

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

**19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

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

## 20. SECTION HEADINGS

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

## 21. SEVERABILITY

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

**22. REMEDIES NOT EXCLUSIVE**

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

**23. TIME IS OF THE ESSENCE**

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

**24. NO WAIVER OF DEFAULT**

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

**25. ENTIRE AGREEMENT AND AMENDMENT**

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

**26. SUCCESSORS AND ASSIGNS**

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

**27. COMPLIANCE WITH LAW**

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

**28. CALIFORNIA LAW AND JURISDICTION**

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

**29. EXECUTION OF COUNTERPARTS**

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

30. **AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. **SURVIVAL**

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

32. **PRECEDENCE**

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

## CONTRACTOR SIGNATURE PAGE

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

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

**CONTRACTOR:**

Thomas T. Kim, Sr. Vice President  
HDR Engineering, Inc.  
3220 El Camino Real, Suite 200  
Irvine, CA 92602

License No.  
Business Type: Corporation  
[Tom.Kim@hdrinc.com](mailto:Tom.Kim@hdrinc.com)  
(714) 504-8860

By:   
Authorized Representative

Date: June 19, 2026

# COUNTY SIGNATURE PAGE

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

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

Bob Nelson

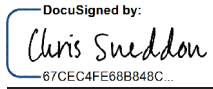
By: \_\_\_\_\_  
Deputy Clerk

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

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

**RECOMMENDED FOR APPROVAL:**

Chris Sneddon  
Director of Public Works

By:   
67CEC4FE68B84BC...  
Department Head

**APPROVED AS TO FORM:**

Marisa Kahn  
Risk Manager

By:   
DF54F5C66F0C41A...  
Deputy

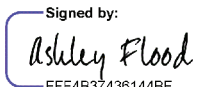
**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
02BA147EF6A84DE...  
Deputy

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:   
FFF4B37436144BF...  
Deputy County Counsel

**EXHIBIT A**

**STATEMENT OF WORK**

CONTRACTOR shall provide the services as set forth in “**Attachment A-1**,” which is attached hereto and incorporated into this Agreement by reference. All services provided by CONTRACTOR pursuant to this Agreement are for the construction phase and construction closeout for the Santa Claus Lane Streetscape and Coastal Access Improvements Project - Phase 2, Santa Barbara County Project No. 720864, in the First Supervisorial District (“Project”).

GERARD REMINISKEY shall be the individual personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY’s designated representative.

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

//

//

//

//

//



Proposal

Santa Claus Lane  
Pedestrian Railroad Crossing

Construction Phase Services

County of Santa Barbara Public Works Department

May 20, 2026



## Table of Contents

<b>Proposed Services and Schedule.....</b>	<b>1</b>
<i>Work Order Description .....</i>	<i>1</i>
<i>Proposal Description .....</i>	<i>1</i>
<i>Schedule.....</i>	<i>1</i>
<b>Scope of Services .....</b>	<b>1</b>
Task 501, Work Order Management .....	1
Task 502, Meetings.....	2
Task 503, Civil Engineering - Construction Phase Support .....	3
Task 504, Structural Engineering - Construction Phase Support .....	3
Task 505, Coastal Engineering - Construction Phase Support .....	4
Task 506, Other Direct Costs .....	5
<b>Fee Proposal .....</b>	<b>6</b>



# Proposed Services and Schedule

## Work Order Description

Within the parameters of the scope and fee presented in this Proposal, HDR will support the County of Santa Barbara Public Works during the construction phase of the Santa Claus Lane Streetscape and Coastal Access Improvements Project, Phase 2, by reviewing specific construction submittals, limited onsite observations of construction activities and as-built drawing preparation of coastal access drawings. Services will be authorized as a Work Order under an agreement between Public Works and HDR.

## Proposal Description

HDR prepared final design drawings for the Santa Claus Lane Pedestrian Railroad Crossing Project (Railroad Project) under an agreement with the County of Santa Barbara Community Services Division, Parks Department (County Parks)

The Railroad Project was advertised for construction bids on March 24, 2026 as a component of the County of Santa Barbara Public Works Department (Public Works or County or CON Admin) "Santa Claus Lane Streetscape and Coastal Access Improvements Project - Phase 2 from Padaro Lane to 1400 Ft South of Padaro Lane in the 1st Supervisorial District," County Project No. 720864 (Construction Project).

County Parks notified HDR on April 8, 2026 that HDR's construction phase services, if required by Public Works, would require a new agreement with Public Works. This Proposal describes the scope and fee of a proposed Work Order for HDR to support the Public Works during the Construction Project.

HDR will be contracting with the Public Works, who will be administering construction. County Parks to be notified of and involved in any changes to the design of the crossing.

## Schedule

Per the Notice to Bidders, construction will require 220 working days. Assuming 5 working days per week, construction activities would require 44 weeks or 308 calendar days. Additional schedule time was added to the Work Order Duration for closeout.

HDR Notice to Proceed	Monday, July 13, 2026
Calendar Days, Construction	308 days
Construction Ends	June, July or August 2027
Work Order Duration	54 weeks
Closeout	Monday, July 26, 2027

## Scope of Services

HDR's Scope of Services (Scope), as provided herein, shall consist of the following tasks:

### Task 501, Work Order Management

Work Order Management occurs as monthly activities from NTP to Closeout. Task activities include monitoring and controlling Work Order budget and schedule, invoicing, and work planning. Work Order administration activities includes HDR management oversight.

### Deliverables



- Invoices
- Budget and expenditure reports comprised of three sections as follows:
  - Activities and Work Completed during Current Work Period
  - Work Planned Next Period
  - Client-Directed Changes in Scope During the Period, Impact to Project Budget/Schedule

**Assumptions**

- The agreement between HDR and Public Works for this Scope of Work will be on a time-and-materials basis with invoices stating the actual costs accrued during a given period.
- Task duration is assumed not to exceed 54 weeks.
- Services beyond the 54-week period are not included in this Scope.
- Railroad coordination is not included in this Scope.
  - HDR staff will not be responsible for UPRR flagging, training, contractor right-of-entry nor any correspondence whatsoever with UPRR
- California Public Utilities Commission (CPUC) coordination is not included in this Scope.
  - HDR will not prepare or submit the required Form G.
  - HDR will not communicate with the CPUC regarding the Project.

**Task 502, Meetings**

Three categories of meetings are included in this Task:

- Site visits during construction
  - Any site visits will only be as requested by the County Construction (CON) Admin team.
- Conference calls during construction
  - County CON Admin will invite HDR to participate in CON Admin conference calls, for specific needs.
  - HDR will not attend all CON mtgs.

**Deliverables**

- Review comments on meeting notes.
- Site Visit Observation Reports

**Assumptions**

- CON Admin will prepare meeting notes.
- HDR will provide comments on meeting notes within five (5) working days of transmittal by Public Works.
- Conference call participation level by discipline:
  - Work Order Manager: None.
  - Civil Lead: 22 meetings, 1 hour each
  - Coastal Lead: 11 meetings, 1 hour each
  - Structural Lead: 11 meetings, 1 hour each
- Site visits by discipline:



- Civil Engineering: one (1)
- Coastal Engineering: one (1)
- Structural Engineering, none
- Site visits will occur when UP flag protection is in effect.
- UP flag protection will be provided under a UP Right of Entry obtained by the County's contractor.
- HDR will not obtain a railroad right of entry permit nor procure railroad flag protection.

### **Task 503, Civil Engineering - Construction Phase Support**

During the Construction Phase, HDR will review contractor-prepared shop drawings, product submittals and certificates of compliance and make a recommendation of action. Submittals reviewed by the HDR team will be returned to the County/CM and marked with a stamp and signature of the reviewer and the date of submittal review. The HDR team will review submittals, recommend submittal action and return submittals to the County/CM withing ten (10) working days. HDR will retain a copy of each submittal for our records.

The HDR team will review and respond to Requests for Information (RFIs) forwarded from the County/CM. The HDR team will provide a response to the County/CM withing five (5) working days.

The HDR team will prepare as-built plan set by incorporating mark-ups received from the Construction Manager into the Railroad Project CADD files and "As-Built" PDF set of plans.

#### **Deliverables**

- Reviewed Submittals, stamped with disposition and written comments on submittal.
- Written responses to RFIs
- As-Built plan set in PDF

#### **Assumptions**

- 2 submittal reviews
- 6 RFIs
- Design revisions: not included
- As-built markups provided in writing on County-provided Railroad Project plans within 4 weeks of completion of construction.
- As-built set provided within 4 weeks after mark-ups are provided by the County.
- As-built drawing production is limited to Railroad Project drawings.

### **Task 504, Structural Engineering - Construction Phase Support**

During the Construction Project, HDR staff will review contractor-prepared shop drawings, product submittals and certificates of compliance of the boardwalk structural components and make a recommendation of action. Submittals reviewed by the HDR team will be returned to the County/CM and marked with a stamp and signature of the reviewer and the date of submittal review. The HDR team will review submittals related to the boardwalk structure components, recommend submittal action and return submittals to the County/CM within ten (10) working days. HDR will retain a copy of each submittal for our records.

HDR will review and respond to Requests for Information (RFIs) related to the boardwalk structure forwarded from the County/CM. The HDR team will provide a response to the County/CM within five (5) working days.



HDR will prepare as-built plan set of the boardwalk structure by incorporating mark-ups received from the Construction Manager into the Railroad Project CADD files and “As-Built” PDF set of plans.

#### **Deliverables**

- Reviewed boardwalk structure component submittals, stamped with disposition and written comments on submittal.
- Written responses to RFIs related to the boardwalk structure.
- As-Built plan set of boardwalk structure in PDF

#### **Assumptions**

- 3 submittal reviews
- 6 RFI reviews
- As-built markups provided in writing on Railroad Project plans within 4 weeks of completion of construction.
- As-built set provided within 4 weeks after all mark-ups are provided by the County.
- Design revisions: not included
- The Lead Structural Engineer is located out of state
  - County will not allow out of state travel
  - Therefore, site visits are not included in this proposal.

### **Task 505, Coastal Engineering - Construction Phase Support**

During the construction phase of the Construction Project, HDR coastal staff will review contractor-prepared shop drawings, product submittals and certificates of compliance of coastal components and make a recommendation of action. Submittals reviewed by the HDR team will be returned to the County/CM and marked with a stamp and signature of the reviewer and the date of submittal review. The HDR team will review submittals related to the shoreline protection, recommend submittal action and return submittals to the County/CM within ten (10) working days. HDR will retain a copy of each submittal for our records.

The HDR coastal staff will review and respond to Requests for Information (RFIs) related to the shoreline protection forwarded from the County/CM. The HDR team will provide a response to the County/CM within five (5) working days.

During construction, HDR coastal staff will visit the site to observe shoreline protection construction. Up to three (3) site visits are anticipated. The first targeting the first week of shoreline protection construction. The second visit will target mid- to late-phase construction of the shoreline protection structure. The third site visit will be after completion of the shoreline protection structure but prior to demobilization. Following each site visit, HDR will develop and provide a site visit observation report documenting the progress and any recommendations to County/CM.

The HDR coastal staff will prepare as-built plan set of the shoreline protection component by incorporating mark-ups received from the Construction Manager into the Railroad Project CADD files and “As-Built” PDF set of plans.

#### **Deliverables**

- Written responses to RFIs and submittals related to shoreline protection.



- As-Built plan set of shoreline protection structure in PDF

#### Assumptions

- Design revisions: not included
- Assumed number of RFIs: 6
- Assumed number of Submittals: 2
- As-built markups provided in writing on Railroad Project plans within 4 weeks of completion of construction.
- As-built set provided within 4 weeks after all mark-ups are provided by the County.

#### **Task 506, Other Direct Costs**

Other Direct Costs (ODC) shall consist of travel costs for site visits by key staff.

- Civil Lead: based in the HDR Riverside Office
  - 280-mile round trip
- Coastal Lead: based in the HDR Walnut Creek Office
  - 670-mile round trip

ODCs will be invoiced at the actual rate: no markups.

#### Deliverables

- None

#### Assumptions

- California-based HDR staff will drive to the site using their personal vehicles.
  - HDR does not provide “company vehicle” to engineering staff.
  - HDR charges full billing rates for staff driving time to and from the Project site.
- Mileage rate will be billed at the current IRS standard mileage rate for business use that is presently 72.5 cents per mile, effective January 1, 2026.
  - The IRS rate may fluctuate during the period of performance of the Work Order.

END OF SCOPE OF SERVICES

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement and as specifically set forth in Attachment A-1, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **99,672.00**.
- B. Additional Work required to complete CONTRACTOR's services for the Project may be authorized only if CONTRACTOR receives written approval by the COUNTY's Director of Public Works, or designated representative as identified in Paragraph 1 of the Agreement. All such Additional Work shall be at the same rate per unit as defined in Attachment B1. The total amount of contingency funding is 10% of the Agreement amount or \$**9,967.00**. The total not-to-exceed contract amount, including contingency funding, for this Agreement is \$**109,639**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. Quarterly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for work performed in accordance with the requirements of this Agreement within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any work or billings in breach of the requirements of this Agreement prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.



## Fee Proposal

Exhibit A provides HDR's fee proposal for the services described herein.



COUNTY OF SANTA BARBARA, PUBLIC WORKS  
 Santa Claus Lane Pedestrian Railroad Crossing  
 Construction Phase Services  
 Exhibit A - Fee Summary  
 HDR Engineering, Inc.  
 May 20, 2026

Labor Classification	Principal in Charge	Work Order Manager	Work Order Coordinator	Quality Manager	Railroad Coordinator	Civil Task Lead	Civil CADD	Structures Lead Designer	Sr. Structural Engineer	Civil CADD	Coastal Support	Senior Coastal QC	Total
Task	Billing Rate (2026)	\$ 471.39	\$ 384.50	\$ 119.46	\$ 373.59	\$ 340.41	\$ 302.86	\$ 241.21	\$ 242.58	\$ 241.21	\$ 189.28	\$ 286.77	
<b>501 Work Order Management</b>													
501.1 Monthly Invoicing				54									6,450.95
501.2 Work Order Closeout				8									955.70
501.3 Work Order Administration		11	22										13,644.36
<i>Escalation - Work Order Management</i>													315.77
<b>Task Subtotal (Labor Hours)</b>		<b>11</b>	<b>22</b>	<b>62</b>									<b>21,366.77</b>
<b>502 Meetings</b>													
502.1 Site Visit During Construction : 1 visit, ea. SoCal and NorCal						12					18		7,041.39
502.2 Conference Calls During Construction (Assume 22 Meetings)						22		11			11		12,731.53
<i>Escalation - Meetings</i>													296.59
<b>Task Subtotal (Labor Hours)</b>						<b>34</b>		<b>11</b>			<b>29</b>		<b>20,069.52</b>
<b>503 Civil Engineering - Construction Phase Support</b>													
503.1 As-Built Documents						8	8						4,352.57
503.2 RFI Reviews						24							7,268.66
503.3 Submittal Reviews						16							4,845.78
<i>Escalation - Civil Engineering - Construction Phase Support</i>													247.01
<b>Task Subtotal (Labor Hours)</b>						<b>48</b>	<b>8</b>						<b>16,714.01</b>
<b>504 Structural Engineering - Construction Phase Support</b>													
504.1 As-Built Documents										8			1,929.68
504.2 RFI Reviews								12	24				10,170.85
504.3 Submittal Reviews								12	24				10,170.85
<i>Escalation - Structural Engineering - Construction Phase Support</i>													334.07
<b>Task Subtotal (Labor Hours)</b>								<b>24</b>	<b>48</b>	<b>8</b>			<b>22,605.45</b>
<b>505 Coastal Engineering - Construction Phase Support</b>													
505.1 As-Built Documents							8				4		2,686.80
505.2 RFI Reviews											12	24	9,153.85
505.3 Submittal Reviews											8	16	6,102.57
<i>Escalation - Coastal Engineering - Construction Phase Support</i>													269.15
<b>Task Subtotal (Labor Hours)</b>							<b>8</b>				<b>24</b>	<b>40</b>	<b>18,212.37</b>

COUNTY OF SANTA BARBARA, PUBLIC WORKS  
 Santa Claus Lane Pedestrian Railroad Crossing  
 Construction Phase Services  
 Exhibit A - Fee Summary  
 HDR Engineering, Inc.  
 May 20, 2026

Labor Classification	Principal in Charge	Work Order Manager	Work Order Coordinator	Quality Manager	Railroad Coordinator	Civil Task Lead	Civil CADD	Structures Lead Designer	Sr. Structural Engineer	Civil CADD	Coastal Support	Senior Coastal QC	Total	
													Hours	Cost
	11	22	62	-	-	82	16	35	48	8	53	40	377	98,968
	5,185	8,459	7,407	-	-	24,835	3,859	12,684	11,644	1,930	10,032	11,471		
<b>506 Other Direct Costs (ODC)</b>														
Mileage-Personal Vehicle			970											703.25
Site Visit, Travel														
														703.25
<b>Subconsultant</b>														
None														
<b>Total</b>														
<b>Total Work Order Fee</b>														<b>99,672</b>

**EXHIBIT C**  
**Indemnification and Insurance Requirements**  
**For Professional Services**

**INDEMNIFICATION**

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY and any and all of its officers, officials, employees, agents, and volunteers from and against any and all losses, liabilities, damages, costs and expenses, including reasonable attorney's fees and costs, to the extent caused by the negligent or wrongful act, error or omission of CONTRACTOR, its officers, agents, employees or subcontractors (or any entity or individual that CONTRACTOR shall bear the legal liability thereof) in the performance of services under this agreement. CONTRACTOR's duty to defend shall consist of reimbursement of defense costs incurred by COUNTY including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONTRACTOR's negligent acts, errors or omissions. CONTRACTOR's duty to indemnify and hold harmless COUNTY shall not extend to the COUNTY's sole negligence.

**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**

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

A. Minimum Scope and Limit 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 and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or location (ISO CG 25 03 05 09 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form CA 00 01 covering any auto (Symbol 1), or if CONTRACTOR has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. **Workers' Compensation:** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*

4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR's profession, with limits no less than Two Million Dollars (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, 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. 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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37).
2. **Primary Coverage** – For any claims related to this agreement, the CONTRACTOR's insurance coverage shall be primary and non-contributory at least as broad as ISO CG 20 01 12 19 as respects the COUNTY, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, volunteers, and agents shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
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 affect 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.

**Self-Insured Retention** – Self-insured retentions (SIRs) must be declared to and approved by COUNTY. COUNTY may require CONTRACTOR to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or COUNTY.

**Claims Made Policies** – If any coverage required is written on a claims-made coverage form:

- 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.

**Umbrella or Excess Policy** - The CONTRACTOR may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.

**Acceptability of Insurers** – Insurance is to be placed with insurers authorized to conduct business in the State of California with a current AM Best’s rating of no less than A: VII, unless otherwise acceptable to the COUNTY.

**Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All documents 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 COUNTY reserves the right to require redacted copies of all required insurance policies, including endorsements required by these specifications, at any time.

**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.

**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, provided that any change in these insurance requirements will require approval from CONTRACTOR or CONTRACTOR's subcontractors, as applicable.

**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.