

**JOINT REQUEST FOR CONSENT TO ASSIGNMENT
OF AGREEMENT(S) FOR SERVICES OF INDEPENDENT CONTRACTOR**

This Joint Request for Consent to Assignment of Agreements for Services of Independent Contractor and Master Service Agreement, (“Assignment Agreement”) is brought by Drake Haglan & Associates, Inc and Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan for the consent of the County of Santa Barbara, authorizing assignment of the Agreements for Services of Independent Contractor, as amended (“Current Service Agreements”), by and between the **County of Santa Barbara (“County”) and Drake Haglan & Associates, Inc.** (Contractor, “Assignor”), to **Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan** (Contractor, “Assignee”) for the continued provision said Agreements.

RECITALS

Whereas, on February 14, 2017, the County entered into an Agreement for Services of Independent Contractor for Professional Structural Design, Geotechnical Design and Environmental Services of East Mountain Drive Low Water Crossing Replacement Project (County Project No. 862357, Federal Aid Project No. BRLO-NBIL (526)), with Assignor for Fiscal Year 2016/17, (Original Agreement No. BC17246), attached hereto and incorporated by reference as Attachment A;

Whereas, on January 22, 2019, the County and Assignor agreed to delete Exhibit A (Statement of Work) of the Original Agreement No. BC17246 in its entirety and replaced it with Exhibit “2” through a First Amendment, attached hereto and incorporated herein by reference as Attachment B;

Whereas, on May 14, 2019, the County and Assignor agreed to add services to the Original Agreement No. BC17246 through a Second Amendment, attached hereto and incorporated herein by reference as Attachment C;

Whereas, on August 27, 2019, the County entered into an Agreement for Services of Independent Contractor for engineering services of Fernald Point Lane Bridge (No. 51C-137) Replacement Project (County PN 862330, Federal Aid PN BRLO-5951 (141)), with Assignor for Fiscal Year 2019/20, (Original Agreement No. BC19387), attached hereto and incorporated herein by reference as Attachment D;

Whereas, on January 17, 2019, the County entered into an Agreement for Services of Independent Contractor for Professional Design Services of Foothill Road Low Water Crossing Replacement (Br. No. 51C-0381) Project over the Cuyama River (County PN 862339, Federal Aid PN BRLO-NBIL(512)), with Assignor for Fiscal Year 2018/19, (Original Agreement No. BC19184), attached hereto and incorporated herein by reference as Attachment E;

Whereas, on March 26, 2019, the County and Assignor agreed to extend the Performance Period of the Original Agreement No. BC19184 through Amendment No. 1, attached hereto and incorporated herein by reference as Attachment F;

Whereas, on August 27, 2019, the County and Assignor agreed to further extend the Performance Period and add services to the Original Agreement No. BC19184, Exhibit B was deleted and replaced in its

entirety, and Exhibit B, Attachment B1 was supplemented by Attachment B2, through a Second Amendment, attached hereto and incorporated herein by reference as Attachment G;

Whereas, on December 19, 2019, the County and Assignor agreed to extend the Performance Period of the Original Agreement No. BC19184 through Third Amendment, attached hereto and incorporated herein by reference as Attachment H;

Whereas, on November 14, 2014, the County entered into a Master Service Agreement for Services of Independent Contractor for design services of Hollister Avenue/State Street Improvements (County PN 862382, Federal Aid PN HPLUL-5951(158)), with Assignor for Fiscal Years 2013-2016, (Original Agreement No. CN 15918), attached hereto and incorporated herein by reference as Attachment I;

Whereas, on July 1, 2016, the County and Assignor agreed to extend the Performance Period of the Original Agreement No. CN 15918 through Amendment No. 1 which was assigned a new contract number, CN 19770, attached hereto and incorporated herein by reference as Attachment J;

Whereas, on December 14, 2016, the County and Assignor agreed to add services and further extend the Performance Period to the Amendment No. 1 CN 19770, amended through Amendment No. 2, attached hereto and incorporated herein by reference as Attachment K;

Whereas, on June 15, 2017, the County and Assignor agreed to another extension to the Performance Period of the Amendment No. 1 CN19770 through Amendment No. 3, attached hereto and incorporated herein by reference as Attachment L;

Whereas, on June 18, 2018, the County and Assignor agreed to another extension of the Performance Period of the Amendment No. CN19770 through Amendment No. 4, attached hereto and incorporated herein by reference as Attachment M;

Whereas, on June 26, 2019, the County and Assignor agreed to another extension of the Performance Period of the Amendment No. CN 19770 through Amendment No. 5, attached hereto and incorporated herein by reference as Attachment N;

Whereas, pursuant to the terms of the Current Service Agreements as set forth in Attachments A-N, the Assignor may assign the Agreement(s) only upon the written consent of the County;

Whereas, as of September 27, 2019, Assignor transferred all assets and operations of Drake Haglan & Associates, Inc., including all Agreement(s) for Services of Independent Contractor and Master Service Agreement, to Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan as notified by letter and request to consent attached hereto and incorporated herein by reference as Attachment X;

Whereas, the County has confirmed that Assignee maintains registration with the Department of Industrial Relations, thereby meeting the qualification requirements indicated in the Request for Proposals dated November 7, 2016 for County Project 862357, May 30, 2019 for County Project 862330, October 11, 2018 for County Project 862339, and October 1, 2014 for County Project 862382;

Whereas, the County has confirmed that Assignee will utilize the qualified staff, identified in Assignor's Proposals dated November 29, 2016 for County Project 862357, May 30, 2019 for County Project

862330, November 1, 2018 for County Project 862339; and October 31, 2014 and amended February 9, 2017 for County Project 862382, to perform the services indicated in the Request for Proposals dated November 7, 2016, May 6, 2019, October 11, 2018 and October 1, 2014 for the respective projects;

Whereas, the County has completed its due diligence and determined that Assignee can and does meet the requirements of all Current Service Agreements that Assignor wishes to assign to Assignee; and

Whereas, Assignee, represents that it is specially trained, skilled, experienced, and competent to perform the special services required by the County according to the terms, covenants, and conditions set forth in the Agreement(s).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, including the foregoing recitals which are deemed true and correct and by this reference incorporated herein, the parties hereby agree as follows:

1. ASSIGNMENT:

Assignor Drake Haglan & Associates, Inc., with an address at 11060 White Rock Road, Suite 200, Rancho Cordova, California, 95670, hereby conveys, assigns, and transfers to Assignee Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan with an address at 11060 White Rock Road, Suite 200, Rancho Cordova, California, 95670 , all of Assignor's rights, title and interest in and to the Current Service Agreements, effective September 27, 2019 ("Effective Date") between Assignor and the County of Santa Barbara for the provision of design services to the Public Works Department;

Assignee Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan hereby assumes all rights, burdens and obligations imposed by the Current Services Agreement(s), and agrees to furnish the services under the terms of the Current Services Agreement(s) at the rates specified herein, and to perform all other obligations set forth in the Current Service Agreements, as of the Effective Date.

2. CONSENT OF THE COUNTY:

The County hereby consents to the assignment of Assignor's right, title and interest under the Current Services Agreement(s), and the assumption by Assignee of any and all liabilities and obligations of Assignor under the Current Service Agreements upon the Effective Date. As of the Effective Date, the County also undertakes to perform the Current Service Agreements and to be bound by its terms in every way as if Assignee were a party to the Current Service Agreements in lieu of Assignor.

3. RELEASE AND DISCHARGE:

As of the Effective Date, Assignor releases and discharges the County from any and all obligations and liabilities owed to Assignor under the Current Service Agreements. As of the Effective Date, the County hereby releases and discharges Assignor from any and all obligations and liabilities owed to the County under the Current Service Agreements, and accepts the obligations and liability of Assignee under the Current Service Agreements in lieu of the liability of the Assignor.

4. REPRESENTATIONS:

- A. Assignor Representations. Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign the Current Service Agreements to Assignee, (ii) has not previously transferred or conveyed its interest in the Current Service Agreements to any person or entity collaterally or otherwise, and (iii) has full power and authority to enter into this Assignment Agreement.
- B. Assignee Representations. Assignee hereby represents and warrants that Assignee has full power and authority to enter into this Assignment Agreement.

5. NOTICES:

Any notice or consent required or permitted to be given under this Assignment 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:

Scott D. McGolpin, Director
Santa Barbara County Public Works Department
123 E. Anapamu Street
Santa Barbara, CA 93101
805.568.3000

To CONTRACTOR:

Dewberry Engineer's Inc. d/b/a Dewberry | Drake Haglan
11060 White rock Road, Suite 200
Rancho Cordova, CA 95670
916.363.4210

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.

6. 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.

7. 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 Assignment Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Assignment 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 Assignment Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Assignment Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Assignment Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

9. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Assignment 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.

10. CALIFORNIA LAW AND JURISDICTION

This Assignment Agreement shall be governed by the laws of the State of California. Any litigation regarding this Assignment 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.

11. EXECUTION OF COUNTERPARTS

This Assignment 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.

12. AUTHORITY

All signatories and parties to this Assignment Agreement warrant and represent that they have the power and authority to enter into this Assignment 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 Assignment Agreement, Assignor and Assignee hereby warrant that neither have breached the terms or conditions of any other contract or agreement to which either is obligated, which breach would have a material effect hereon.

13. SURVIVAL

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

Joint Consent for Assignment by Drake Haglan & Associates, Inc. and Dewberry Engineer's Inc. | Drake Haglan, assigning the Current Service Agreements for Services of Independent Contractor (as amended) between the County of Santa Barbara and Drake Haglan & Associates, Inc. to Dewberry Engineer's, Inc. | Drake Haglan.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement to be effective on September 27, 2019

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Shirley de la Guerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: Gregg Hart
Gregg Hart, Chair
Board of Supervisors

Date: 2-25-20

RECOMMENDED FOR APPROVAL:

Public Works

By: Scott D. McGolpin
Scott D. McGolpin
Director of Public Works

APPROVED AS TO FORM:

Ray Aromatorio
Risk Manager

By: Ray Aromatorio

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: Michael C. Ghizzoni
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

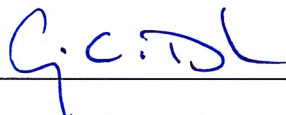
Betsy M. Schaffer, CPA
Auditor-Controller

By: Betsy M. Schaffer
Deputy

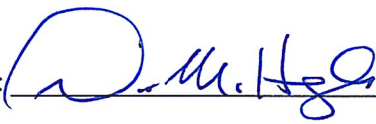
Joint Consent for Assignment by Drake Haglan & Associates, Inc. and Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan, assigning the Current Service Agreements for Services of Independent Contractor (as amended) between the County of Santa Barbara and Drake Haglan & Associates, Inc. to Dewberry Engineers, Inc. d/b/a Dewberry | Drake Haglan.

IN WITNESS WHEREOF, the parties have executed this Assignment Agreement to be effective on September 27, 2019

DEWBERRY ENGINEERS INC. d/b/a DEWBERRY | DRAKE HAGLAN
- ASSIGNEE
Craig C Drake, Vice President

By:  _____
Tax ID No. 13-0746510

DRAKE HAGLAN & ASSOCIATES, INC. – ASSIGNOR;
DENNIS HAGLAN, Assistant Vice President

By:  _____
Tax ID No. 260-74-7074

ATTACHMENTS A - C
862357 E. Mtn. Dr.

Due to excess file size parties agree to the online reference located here:

**Agreement, First Amendment, and Second Amendment to No.
BC17246**

<https://santabarbara.legistar.com/LegislationDetail.aspx?ID=3942927&GUID=30042AB9-C498-47B5-A9C2-3B680A69EE11&Options=ID|Text|&Search=862357>

ATTACHMENT A
862357 E. Mtn. Dr. – Agreement No. BC17246

ATTACHMENT B
862357 – First Amendment to No. BC17246

ATTACHMENT C
862357 – Second Amendment to No. BC17246

ATTACHMENT D
862330 – Fernald Agreement No. BC19387

Due to file size parties agree to the online reference located here:

Agreement No. BC19387

<https://santabarbara.legistar.com/LegislationDetail.aspx?ID=4095196&GUID=B5267171-E291-4335-BE9E-7D18324DAC7F&Options=ID|Text|&Search=862330>

ATTACHMENTS E - G
862339 – Foothill Rd.

Due to file size parties agree to the online reference located here:

Agreement, Amendment No. 1 and Second Amendment to No. BC19184

<https://santabarbara.legistar.com/LegislationDetail.aspx?ID=4095190&GUID=C8646E14-EF5A-4141-A1D1-6187A5FDF409&Options=ID|Text|&Search=862339>

ATTACHMENT E
862339 – Foothill Rd. Agreement No. BC19184

ATTACHMENT F
862339 – Foothill Rd. Amendment No. 1 to No. BC19184

ATTACHMENT G
862339 – Foothill Rd. Second Amendment to No. BC19184

ATTACHMENT H

862339 – Foothill Rd. Third Amendment to No. BC19184

ATTACHMENT H

**THIRD AMENDMENT TO
AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR
FOOTHILL ROAD LOW WATER CROSSING REPLACEMENT
PROJECT 862339, SIC-01 CONTRACT #BC 19-184**

This Amendment (“Third Amendment”) is made by and between the County of Santa Barbara, a political subdivision of the State of California (“COUNTY”) and Drake Haglan & Associates, Inc., having its principal place of business at 11060 White Rock Road, Suite 200 Rancho Cordova, CA 95670 (“CONSULTANT”) (hereinafter collectively, the “Parties”).

WHEREAS, the Parties entered into an Agreement for Services of Independent Contractor signed into effect on January 15, 2019 (“Agreement”) in conjunction with the Foothill Road Low Water Crossing Replacement Project (“Project”); and

WHEREAS, on March 26, 2019 the Parties executed an Amendment No. 1 to extend the period of performance through September 30, 2019; and

WHEREAS, on August 27, 2019 the Parties executed an Second Amendment to further extend the period of performance through December 31, 2019; and

WHEREAS, the Parties desire to further extend the Agreement from the current expiration date of December 31, 2019 to **June 30, 2020**; and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY and CONSULTANT agree to amend the Agreement as follows:

1. **Amendment.** Section 4, Performance Period, subsection “A” is deleted in its entirety and replaced with:

This contract shall go into effect on January 16 2019, contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on June 30, 2020, unless extended by contract amendment or unless earlier terminated.

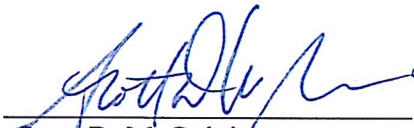
2. **Ratifications.** The terms and provisions set forth the in this Third Amendment shall modify and supersede all inconsistent terms and provisions set forth the in the Amendment No. 1, Second Amendment, and Agreement. The terms and provisions of the Amendment No. 1, Second Amendment, and Agreement, except as expressly modified and superseded by this Third Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding, and enforceable obligations of the Parties.
3. **Counterparts.** This Third Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

(Signatures on following pages.)

This Third Amendment to the Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Drake Haglan & Associates, Inc.**

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

**COUNTY OF SANTA
BARBARA**

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
On Behalf of

APPROVED AS TO FORM:

Ray Aromatorio
Risk Manager

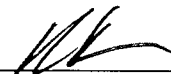
By: 

This Third Amendment to Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Drake Haglan & Associates, Inc.**

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

CONTRACTOR:

Drake Haglan and Associates

By:  _____

Name: KEVIN ROSS

Title: PRINCIPAL ENGINEER

ATTACHMENT I
862382 Hollister Ave. – State Street Purchase Agreement No. CN15918

ATTACHMENT I



COUNTY OF SANTA BARBARA

PURCHASING AGENT
105 EAST ANAPAMU ST. RM. 304
SANTA BARBARA, CA 93101

ORDER	
CN15918	
Page No. 1 of 2	PO Date SEP/26/2013

REFER INQUIRIES TO BUYER:

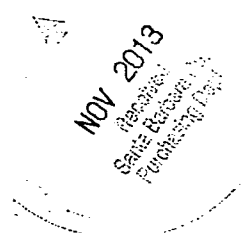
MARK MASONER
Phone: 805-568-2692
Fax: 805-568-2705

SHIP-TO: PW, ADMIN
LYNN HOGAN
123 E ANAPAMU ST
SANTA BARBARA, CA 93101
Phone: 805/568-3128

SUPPLIER: Attn:
DRAKE HAGLAN & ASSOC.
11060 WHITEROCK RD.
STE 200
RANCHO CORDOVA CA 95670

Phone: (916) 363-4210
Fax: (916) 363-4230

BILL TO: PW, ADMIN
LYNN HOGAN
123 E ANAPAMU ST
SANTA BARBARA, CA 93101
Phone: 805/568-3128



TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30	N/A	03297	SEP/30/2016	LYNN HOGAN	101

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
1	1 LOT	MULTI+054+7460+0000+0000+0000	100,000.00 /LOT	100,000.00

DRAKE HAGLAN & ASSOCIATES - MASTER SERVICE CONTRACT

Provide Professional Services as needed and directed in accordance with Public Works established Master Service Agreement(s) for Engineering Services, Service Group Category 1.

DEPARTMENTAL APPROVAL: Vendors must provide written quotes for work requested. All work will require Departmental approval.

CONTRACT PERIOD: October 1, 2013 through September 30, 2016.

NON-APPROPRIATION: This agreement is subject to the availability of funds for extensions from one fiscal year to the next. If funds are not available, County may terminate Agreement at the end of any fiscal year (June 30th) by providing notice of such termination in writing before the end of that fiscal year. Upon giving such notice, the termination shall be effective without further liability to the County other than charges accrued to the end of that fiscal year.

LIMITATIONS: Total expenditure for the period shall not exceed \$100,000 for any single project. Any increase in this total amount must be authorized by the County Board of Supervisors.

STANDARD TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 08/24/2004) REFERENCED.

Insurance documents on file in the Purchasing Division.

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St, RM 304, Santa Barbara, CA 93101.

Accepted By: (X) *Karin Ross*

Print Name/Title: *Karin Ross, PRINCIPAL* Date: *11/7/2013*

Applicable License # (Medical/Contractor/Etc): _____

Continued on next page...

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
- (2) Mail invoices to the "bill to" address.
- (3) All duty and/or taxes must be shown separately on invoice where applicable.
- (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org

Mark Masoner
COUNTY OF SANTA BARBARA



COUNTY OF SANTA BARBARA

PURCHASING AGENT
105 EAST ANAPAMU ST. RM. 304
SANTA BARBARA, CA 93101

ORDER	
CN15918	
Page No. 2 of 2	PO Date SEP/26/2013

REFER INQUIRIES TO BUYER:
MARK MASONER
Phone: 805-568-2692
Fax: 805-568-2705

SHIP-TO: PW, ADMIN
LYNN HOGAN
123 E ANAPAMU ST
SANTA BARBARA, CA 93101
Phone: 805/568-3128

SUPPLIER: Attn:
DRAKE HAGLAN & ASSOC.
10423 OLD PLACERVILLE RD
STE 200
SACRAMENTO, CA 95827

BILL TO: PW, ADMIN
LYNN HOGAN
123 E ANAPAMU ST
SANTA BARBARA, CA 93101
Phone: 805/568-3128

Phone: (916) 363-4210
Fax: (916) 363-4230

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30	N/A	03297		LYNN HOGAN	101

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
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No payment authorized without Federal Taxpayer Identification Number on file.

Tax 1:	0.00
Tax 2:	0.00
Total:	100,000.00

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
- (2) Mail invoices to the "bill to" address.
- (3) All duty and/or taxes must be shown separately on invoice where applicable.
- (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org

COUNTY OF SANTA BARBARA



STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS apply to the Contract established between the County of Santa Barbara, a political subdivision of the State of California ("we/us/our") by its Purchasing Division ("Purchasing"), and the individual or entity identified as "Vendor" on the Contract form to which this document is attached ("you/your"), including your agents, employees or sub-contractors. **Your signature means you've read and accepted these terms and conditions.**

1. **SCOPE OF SERVICES / COMPENSATION.** You agree to provide services to us, and we agree to pay you, according to the attached Statement of Work. (The term "Statement of Work" refers to all attached language describing the services to be performed and the compensation to be paid, whether found in a Proposal, Estimate, Quote, correspondence, and/or any other attached document, and includes the narrative text appearing on the Contract form, plus any subsequent amendment.) All work is to be performed under the direction of the "Designee" (that is, the person designated by the department identified in the Ship-To box on the Contract form). Payment will be subject to satisfactory performance as determined by the Designee. You will be entitled to reimbursement for only those expenses specifically identified in the Statement of Work.
2. **STATUS AS INDEPENDENT CONTRACTOR.** You will perform all of your services under this Contract as an independent contractor and not as our employee. You understand and acknowledge that you will 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. You warrant that you are authorized by law to perform all work contemplated in this Contract, and you agree to submit, upon request, verification of licensure or registration, or other applicable evidence of official sanction.
3. **BILLING & PAYMENT.** You must submit your invoice, which must include the contract number we assign (see Contract form), to the Bill-To address on the Contract form, following completion of the increments identified in the Statement of Work. Unless otherwise specified in the Contract, we will pay you within thirty (30) days from presentation of invoice.
4. **TAXES.** We will not be responsible for paying any taxes on your behalf, and should we be required to do so by state, federal, or local taxing agencies, you agree to promptly reimburse us for the full value of such taxes paid plus interest and penalty assessed, if any. These taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.
5. **CONFLICT OF INTEREST.** You covenant that you presently have no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. You further covenant that in the performance of this Contract, you will employ no person having any such interest.
6. **OWNERSHIP OF DOCUMENTS.** We will be the owner of the following items incidental to this Contract, upon production and whether or not completed: all data collected, all documents of any type whatsoever (paper or electronic), and any material necessary for the practical use of the data and/or documents from the time of collection and/or production, whether or not performance under this Contract is completed or terminated prior to completion. You will not release any materials under this paragraph except after our prior written approval.
 - 6.1. **Copyright.** No materials produced in whole or in part under this Contract will be subject to copyright in the United States or in any other country except as determined at our sole discretion. We will have the unrestricted authority to publish, disclose, distribute, and otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Contract.
7. **RECORDS, AUDIT, AND REVIEW.** You must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of your profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. We will have the right to audit and review all such documents and records at any time during your regular business hours or upon reasonable notice.
8. **INDEMNIFICATION PERTAINING TO PROFESSIONAL SERVICES.** You will indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful misconduct, negligent act or omission to act on your part, or your agents or employees or other independent contractors directly responsible to you to the fullest extent allowable by law. You must notify both the Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.
9. **INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES.** You will defend, indemnify and save harmless the County, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Contract or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on your part, or that of your agents or employees or other independent contractors directly responsible to you; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the County. You must notify both the Designee and Purchasing immediately in the event of any accident or injury arising out of or in connection with this Contract.
10. **INSURANCE.** Without limiting your indemnification of the County, you will procure the following required insurance coverage at your sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the County Risk Manager. This insurance coverage must be maintained throughout the term of this Contract. Failure to comply with the insurance requirements will place you in default. Upon our request, you will provide a certified copy of any insurance policy within ten (10) working days.
 - 10.1. **Workers' Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all your staff while performing any work related to the performance of this Contract. The policy must provide that no cancellation, major change in coverage, or expiration will be effective or occur until at least thirty (30) days after we receive notice of that event. If you are legally self-insured, you will furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if a) you have no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Contract, and b) you have submitted to Purchasing a document stating that fact.
 - 10.2. **General and Automobile Liability Insurance.** Your *general liability* insurance must include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations by you and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by you in the indemnity and hold harmless provisions of the Indemnification Section(s) of this Agreement between you and the County. The *automobile liability* insurance must cover all owned, non-owned and hired motor vehicles that are operated on your behalf pursuant to your activities hereunder. You are required to include all subcontractors under your policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. The County of Santa Barbara, its officers, employees, and agents shall be **Additional Insured status** on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. ***A copy of the endorsement evidencing that the County has been added as an additional insured on the policy, must be attached to the certificate of insurance.*** The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention (SIR) over \$10,000 requires approval by the County. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. The policy or policies must contain a provision of the following form: "The insurance afforded by this policy shall be primary and if the County has other valid and collectible insurance, that other insurance shall be excess and non-contributory." *If the policy is a "claims made" policy, you will maintain such a claims made policy for a minimum of three (3) years after expiration of the contract.* The policy or policies must provide that we will be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.
11. **PROFESSIONAL LIABILITY INSURANCE.** For those agreements where required, professional liability insurance shall include coverage for the activities of your professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that County shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. *If the policy is a "claims made" policy, you will maintain such a claims made policy for a minimum of three (3) years (ten (10) years for Construction defects Claims) after the expiration of the contract.*

12. **COMPLIANT COVERAGE.** In the event the you are not able to comply with the our insurance requirements, the County may, at its sole discretion and at the your expense, provide compliant coverage
13. **CERTIFICATE(S) OF INSURANCE.** You must submit to Purchasing your Certificate(s) of Insurance and necessary endorsements documenting the required insurance as specified above prior to this Contract becoming effective. You must ensure that current Certificate(s) of Insurance are at all times available in the Purchasing office as a **condition precedent to any payment by County** under this Contract. Our approval of any insurance shall neither relieve nor decrease your liability under this Contract.
14. **PERIODIC REVIEW OF INSURANCE.** The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonably based on changed risk of loss or in light of past claims against the County or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of County's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change requiring additional types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. You agree to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.
15. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and you agree to comply with that ordinance.
16. **NONEXCLUSIVE AGREEMENT.** You understand that this is not an exclusive Contract and that we have the right to negotiate with and enter into contracts with others providing the same or similar services as those you provide. You must disclose to Purchasing any other contracts under which you are providing services to the County.
17. **ASSIGNMENT.** You will not assign any of your rights nor transfer any of your obligations under this Contract without our prior written consent, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.
18. **TERMINATION.** *For Convenience:* Either you or we may, for any reason, prior to the expiration date of this contract, terminate this contract upon thirty (30) days notice in writing to the other. *For Cause:* Upon a material breach of the Contract by either you or us, the other may terminate by written notice as specified in paragraph 19.
- 18.1. **Work In Progress.** Unless otherwise directed in the notice of termination, all work under the Contract must be immediately halted, and you must deliver to us all documents specified in paragraph 6.
- 18.2. **Payment.** We will pay you for services evident to, and performed to the satisfaction of, the Designee prior to notice of termination. However, in no event will we pay you any amount that exceeds the stated value of this Contract, nor for profit on unperformed portions of service. You must furnish to us, if requested, such financial information as we determine necessary to assess the reasonable value of any services you may have performed prior to any termination. In the event of any dispute, our conclusion will be final and binding. These provisions are cumulative and will not affect any right or remedy which we may have in law or equity.
19. **NOTICE.** *From You:* You must send or deliver any required notice to both the Designee and to Purchasing at the addresses appearing on the Contract form. *From Us:* Either Designee or Purchasing must send or deliver any required notice to you at the address last known to the sender, with a copy also sent to the other of us. *Effective Date:* Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, are effective three days from date of mailing. Other notices are effective upon delivery by hand, proof of delivery by common carrier, or acknowledgement of receipt, whichever is earlier.
20. **AMENDMENT.** This Contract may be altered, amended or modified only by an instrument in writing (executed by Purchasing) and by no other means.
21. **PARKING.** This Contract does not entitle you to park in any County lot at the Santa Barbara downtown complex. **Failure to comply may result in your vehicle being ticketed or towed without notice.** Exceptions for extraordinary circumstances may only be made upon prior written approval of the Parking Coordinator (568-2650). For on-street parking for construction or delivery operations, you may instead wish to seek a "Parking Restriction Waiver Permit" from the City of Santa Barbara (564-5385). Public parking lots are available across from the County's downtown complex along Anacapa Street.
22. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must 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.
23. **PRECEDENCE.** In the event of conflict between the provisions contained in these numbered paragraphs and the provisions contained in the Statement of Work, the provisions of this document shall prevail unless 1) otherwise specified on the Contract form to which this document is attached, or 2) waived by amendment hereon with dated initials of Purchasing staff.

COUNTY OF SANTA BARBARA
PUBLIC WORKS DEPARTMENT
123 East Anapamu Street
Santa Barbara, California 93101
805/568-3000 FAX 805/568-3019



Scott D. McGolpin
Director

FAX TRANSMITTAL

Date: 11/14/14

To: Kevin Ross

Organization: Drake + Hagler

Phone No.: 916-363-4210

Fax #: 916-363-4230

From: Lynn Hogan

Division: Administration

Phone No.: 568-3128

Fax #: 568-3011

Number of Pages (Including Transmittal Sheet): 2

Original to Follow: Yes No

Comments: Attached is a copy of our MSA funding agreement. Your company is now authorized to begin work on referred to project under contract. Contact project manager for further direction.

Please call the number above immediately if transmission is incomplete or illegible.



PUBLIC WORKS
MSA FUNDING MEMORANDUM

Requested By: Diana Estorga Division: A S T W Date: 11/14/2014

Project: Hollister Ave/State Street Improvements Project Project No.:
Federal Project No.: HPLUL 5951
(111) County Project: 863035

Step One

Services Needed?: Professional Design Services Timing of Need?: ASAP

Description of Work: Time and Materials Professional structures services based on the attached proposal. This contract shall not exceed \$69,675.

No compensation will be made to the consultant for work outside the scope of this contract without prior written approval from the County.

Are you requesting Surveying Services (SGC.10)? Yes No (circle one)

If yes, obtain clearance from County Surveyor before proceeding. Date

County Surveyor: Use CS or use MSA firm (circle one)

Fund	Dept.	Account	Program	Org. Unit	Project	Activity	Amount
0017	054	7460	2830	0600	863035	1004	\$76,645

Preliminary Approvals:

Date	Supervisor:	Accounting:	MSA Coordinator:	Time Spent
<u>11/14/2014</u>	<u>Walter Riden</u>	<u>[Signature]</u>	<u>[Signature]</u>	<u>1.00 hr</u>
<u>11/14/14</u>				

MSA Contract No.: CN15918 SCG- 01 (01-13)

Consultant: Drake & Haglan Contact: Kevin Ross
Telephone: (916) 363-4210 Fax.: (916) 363-4230

Step Two

Contract Summary

MSAs Contract Limit	<u> </u>	
Addenda Dollars to Date	<u> </u>	(fill in)
This Request	<u>\$76,645</u>	(fill in)
Balance Available	<u> </u>	(fill in)

Attachments: This Addendum Exhibit A : Scope

Proposal & Budget Document

PROPOSAL TO PROVIDE PROFESSIONAL DESIGN SERVICES

HOLLISTER AVENUE/STATE STREET IMPROVEMENT PROJECT

SUBMITTED TO

SANTA BARBARA COUNTY

OCTOBER 31, 2014



 drake *INCORPORATED*
AND ASSOCIATES



Project Understanding

Project Overview

The County is proposing to improve Hollister Avenue/State Street between San Antonio Road and SR 154. This stretch of roadway is highly traveled as it is one of the main thoroughfares that connects the Cities of Goleta and Santa Barbara. As part of the overall project, the County is requesting that the existing box culvert at Atascadero Creek be evaluated to determine the most cost-effective solution for improving the crossing.

Hollister Avenue Culvert

The existing culvert at Hollister Avenue is a 60-foot long single reinforced concrete box culvert with a clear span of approximately 7-feet and a height of approximately 7-feet (Figure 1). The culvert is showing signs of severe distress. Rehabilitation of the culvert is not recommended based on a simple life-cycle cost analysis that takes into account the age of the existing structure and the anticipated remaining life.

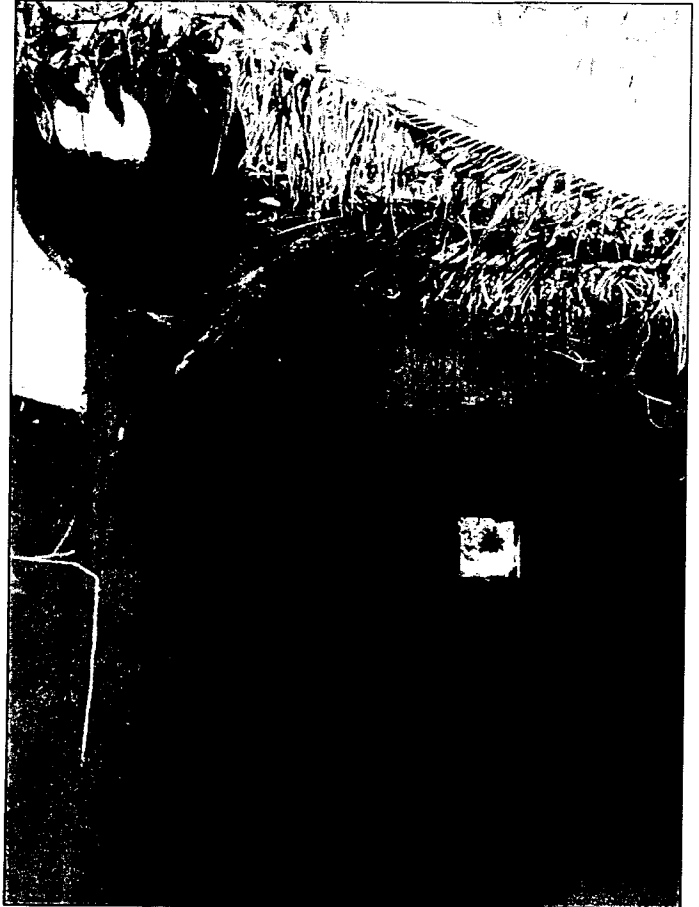


Figure 1

Atascadero Creek in the vicinity of the culvert is highly vegetated, but wider than the existing opening. Thus the existing box is creating a constriction in the creek (Figure 2). This constriction impacts the water surface elevation at the culvert which is already substandard based on the FEMA maps along this stretch of Atascadero Creek. **The goal of this project is to not only improve the roadway geometrics along Hollister Avenue but also to improve the hydraulic capacity beneath Hollister Avenue.**



Figure 2



1) Staged Construction

Maintaining one lane of traffic in each direction at all times is the basis for this construction methodology alternative. There are two options for staged construction. One option is to build the new culvert in the same location as the existing culvert, and the second option is to build a wider culvert using a bottomless approach that would allow the foundations to be constructed behind the existing culvert while traffic is maintained. Key elements for each option are listed below:

1a) Staged Construction at the Same Location as the Existing Culvert

- The County will determine the staging but based on the review of the existing conditions, it appears the most efficient staging will be to maintain traffic on the existing roadway, build the new portion of the culvert to the north then once that is complete shift traffic to the newly constructed portion of roadway and then remove the existing culvert and construct the new portion to the south (Figure 4).
- Maintaining pedestrian and bicycle traffic during each construction stage
- Maintaining access to the nearby driveways
- Minimizing roadway profile changes

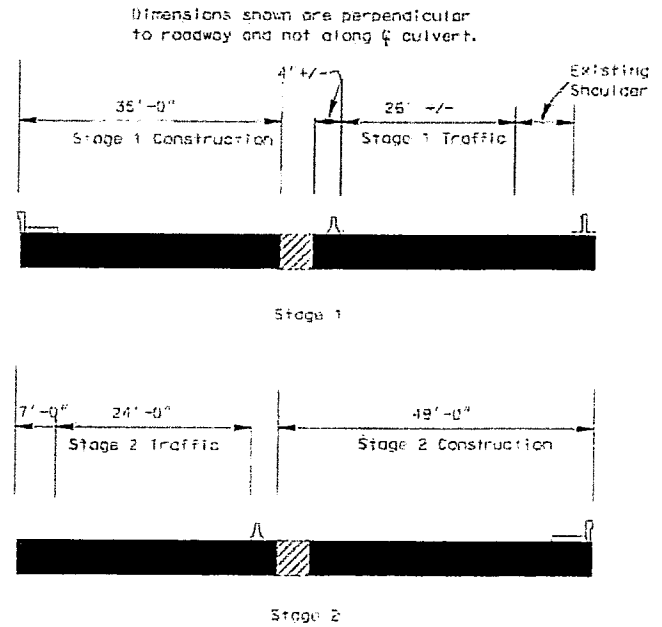
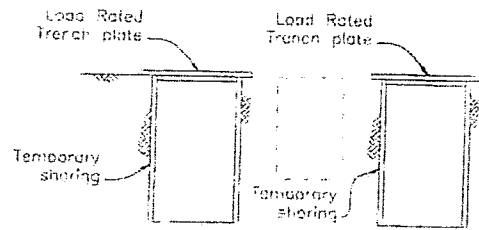
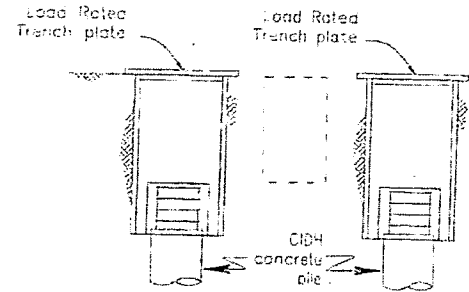


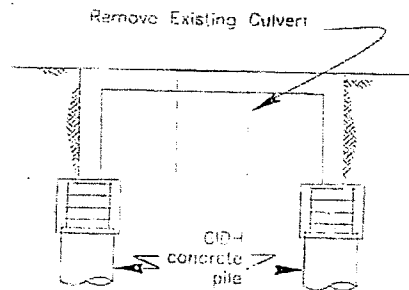
Figure 4



1. Excavate abutment trench and install temporary shoring. Place load rated trench plate over opening at the end of each shift.



2. Construct CIDH concrete piles and footing. Place load rated trench plate over opening at the end of each shift.



3. Remove shoring and install precast three sided culvert section. Install culvert section in stages while maintaining traffic

Figure 5

1b) Stage Construction with Foundations Placed Behind Existing Culvert

- Utilizing the same key elements as the 1a staged construction approach plus the following
- Constructing foundations behind the existing culvert using a bottomless culvert section and constructing the new foundations in trenches below grade. Traffic would be maintained during working hours by diverting vehicles around the trench work areas. Trench plates would be placed over the open excavations at night and on weekends to allow traffic the full use of the roadway (Figure 5).
- Installing a pre-cast culvert section once the foundations are complete
- This method minimizes the amount of time traffic must be detoured onto staged segments compared to replacing at the same location



Hydraulic Impacts

Although the site specific hydraulic information is not available at this time, it appears that there are flooding issues at this location. According to the FEMA map shown in Figure 6, the mapped water surface elevation for a 10-yr storm is above the proposed roadway elevation thus creating a serviceability issue. Per recent FEMA studies (2012), the roadway is over-topped by 1 foot during the 10-year event (Q10). According to the Caltrans Highway Design Manual, a properly designed culvert should pass the Q10 flow, so unless the culvert capacity is increased, a design exception will need to be processed by the County. DHA suggests increasing the capacity of the culvert to meet the 10-year event.

In addition, scour depths must be identified as early as possible to ensure the culvert cut-off walls and wing walls are properly designed to reduce future maintenance problems that are associated with scour. This is even more critical if a bottomless culvert is utilized to ensure the foundations are placed at the proper elevation.

DHA will work closely with the County to determine the best structure option to meet these requirements.

Environmental Constraints

DHA is very familiar with providing environmental documentation and support for bridge rehabilitation/replacement and roadway improvement projects with federal funding that require environmental clearance under CEQA and NEPA for the County of Santa Barbara. DHA has managed many projects requiring higher-level CEQA/NEPA environmental documents, and is aware of the types of environmental issues that can result in unanticipated schedule impacts if not recognized early in the project development process. As a result, DHA stresses the importance of a comprehensive evaluation of potential environmental issues as early in a project's planning process as possible. Our team understands how to help the County in getting projects out to construction as quickly as possible by ensuring that all environmental issues are addressed up front.

DHA's In-House Environmental capabilities now include a range of technical service areas, thus allowing easier and constant coordination between the County, the design staff, the environmental staff, and permitting agencies.

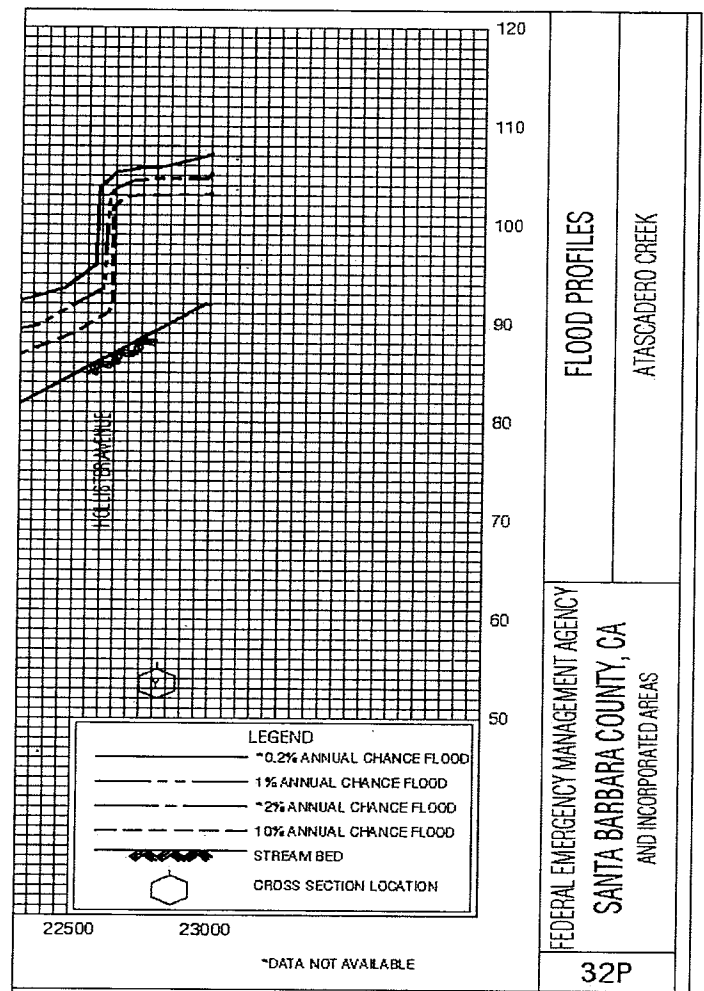


Figure 6



Pre-Cast Concrete Box Culvert (C Sections)

In lieu a standard plan pre-cast box culvert, another option is to use a pre-cast culvert section constructed using “C” sections as shown in Figure 7 or a “C” section with a concrete top section depending on the height of the culvert required. The benefit of this option is that longer segments can be shipped since only half the section is being shipped at a time. On a project constructed in the City of Chico, over 100-feet of culvert was placed in one weekend closure using “C” sections. According to the pre-cast manufacture, the roadway was closed at 7:00 PM on a Friday and back open to traffic by noon on Sunday with no impacts to commute traffic. For Hollister Avenue culvert, construction may take a little longer since the existing culvert will need to be removed. As an option, however, the existing box can be removed during normal working hours and trench plates placed over the excavation at night to ready the site for the new culvert and not impact traffic during night hours.

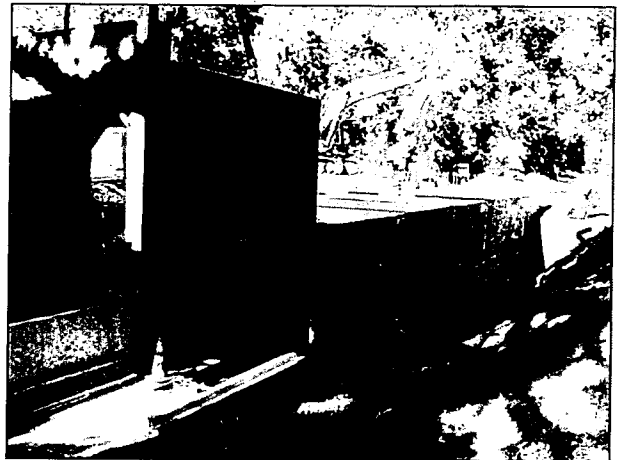


Figure 7

Bottomless Culvert Section

It is very likely that the regulatory agencies such as USFWS and CDFW will require a bottomless culvert be placed as part of the permit process. This would allow a low flow channel to be constructed as well as returning the bottom of the creek to its natural condition. Caltrans has prepared a standard ‘XS’ sheet for bottomless culverts as shown in Figure 8. This is a reinforced concrete section but similar pre-cast sections can be used as well as shown in Figure 9. These are typically referred to as three sided culverts. DHA is currently proposing to use a Contech prefabricated bottomless culvert for the two culverts being constructed as part of the Ekwil Fowler project over Old San Jose Creek for the City of Goleta. See Figure 10 for the preliminary drawings being proposed for one of the culverts.

All three pre-cast structure alternatives can easily accommodate staged construction and be constructed quickly thus the preferred alternative will depend on the outcome of the environmental coordination and permit requirements.

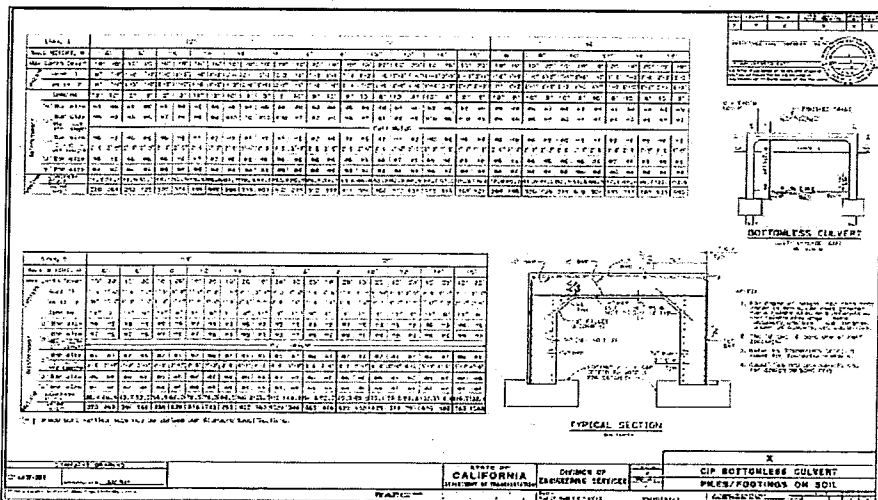


Figure 8

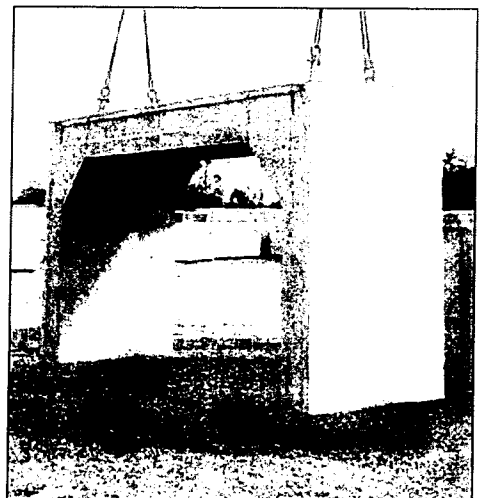


Figure 9



- Innovative Solutions:** The bridge engineers at Drake Haglan & Associates have the technical expertise and project experience needed to develop concepts and details for structures that are quick to construct to keep the project on schedule and minimize disruption to the traveling public.
- Work as an Extension of Staff:** The DHA team is familiar with the project development process that the County follows and have recent experience with other agencies where the project development process is divided amongst County staff and other specialized consultants. DHA has recent experience with most of the other functional consultants such as the hydraulic engineers and geotechnical engineers that may be assigned to this project, thereby, reducing the risk of miscommunication. The DHA team will keep the staff at the County informed of all critical project issues that affect project schedules and budgets. The Project Management style at DHA has been proven to make the most efficient use of County oversight, with very positive results on similar projects.

Similar Project Experience

DHA is currently working on three culvert projects and two others which are almost completed in construction. A summary of these projects are shown in the table below.

Client	Length	Width	Type
City of Goleta	250'	21'	Contech Bottomless Arched Culvert over Old San Jose Creek
City of Goleta	56'	21'	Contech Bottomless Arched Culvert over Old San Jose Creek
Beale Air Force Base #1 (Design/Build)	34'-10"	30'	Reinforced Concrete Double Box Culvert
Beale Air Force Base #2 (Design/Build)	34'-10"	30'	Reinforced Concrete Double Box Culvert
Butte County	58'-0"	28'-10"	Reinforced Concrete Triple Box Culvert

Combining the recent box culvert experience with the experience that DHA has on other types of structures in Santa Barbara County ensures that DHA will be able to hit the ground running and use this recent culvert experience in developing a successful project that is on schedule and/or under budget.

Also, DHA has experience in performing roadway and pedestrian improvements similar to this project, as we currently are designing similar improvements on the Ekwil-Fowler Road extensions and Hollister Avenue Bridge projects in the City of Goleta.

Familiarity with State and Federal Procedures

Craig Drake and Dennis Haglan are former Caltrans Structures Local Assistance Engineers and the DHA Bridge Services Manager and Project Manager for this project, Kevin Ross, is a former Caltrans Bridge Design Branch Chief. This career experience gives the County the assurance that all aspects of the State and Federal Project Development processes will be followed. DHA is also very familiar with developing project PS&E that conforms to both the Caltrans requirements and County requirements.



Accounting and Project Controls

DHA is committed to the delivery of projects that are not only technically successful but fiscally responsible. This is accomplished by using experienced project managers equipped with the right tools to help plan and track their projects. With good tools, the Project Manager can actually manage the project, using judgment and experience to make course corrections as needed to keep the budget and schedule under control.

To organize project control efforts, DHA utilizes Microsoft Project for project scheduling. DHA uses Axium Ajera software for project accounting, timesheet reports, budget reports, resource allocation and invoicing.

Microsoft Project is used to establish baseline project schedules in accordance with agreed-upon task durations. One of the keys to keeping projects on schedule is delegation of schedule responsibility to the staff. When all staff members working on a project are given complete schedule information, there is a greater sense of urgency to meet those schedules.

The project schedule is updated during the course of the project to reflect any changes that may occur. The current project schedule is regularly compared to the baseline schedule to determine the schedule variances. The Project Manager will be able to determine quickly if the project schedule is slipping, giving ample time to make management decisions for schedule corrective actions.

While the scheduling program is a great forecasting tool for managing the project schedule, it is also important to know the budget status. DHA uses the Ajera program to monitor labor and other direct project expenditures. This program is a complete accounting package, with excellent project monitoring capabilities to assist the Project Manager evaluating project status. DHA is currently using the program to track "Earned Value Analysis" for each project. Earned Value Analysis provides a tool for both the Project Manager and staff to identify early on if the project is on budget. It provides a tool to identify tasks that may be in trouble and by detecting these tasks early allows time for correcting the troubled tasks.

Quality Control

DHA has a well-developed design process with integrated quality control measures. These procedures are implemented throughout project development, from initial scoping through agency review and approval. Key elements of the DHA quality control process include:

- Assignment of QA/QC personnel responsible for review, monitoring and auditing of the project quality control process.
- Development of individualized work plans tailored to the specific needs of each project.
- Assignment of qualified and experienced staff retained for the duration of the project.
- Establishing effective communications channels, and using well-organized document and record management systems.
- Use of comprehensive design procedures developed to ensure compliance with applicable codes, guidelines and regulations.
- Implementation of checking procedures for all design and quantity computations, plans and specifications including:



Scope of Work

Project Assumptions

- Up to three structure alternatives will be investigated.
- DHA will update APE/ADI Map prepared by County to include additional area of impacts if necessary
- Stage Construction will be required.
- Potholing existing utilities will be performed by the County.
- Hollister Avenue geometrics are set.
- DHA will attend up to 5 meetings. Meetings include the following: Project kick-off meeting (County Office); two project meetings (County Office), two additional formal conference calls. DHA understands additional coordination via phone will be necessary but formal meeting minutes will not be required.
- County will prepare design exception fact sheet if necessary.
- County will be responsible for all Utility Coordination. DHA will alert County to possible utility conflicts as part of the 35% submittal.
- County will be responsible for design and detailing drainage facilities. DHA will accommodate utilities such as storm drains if they impact the new culvert.

The Responsibilities Table below presents the responsibilities for this project. Detailed activities are included in the scope of work provided on the following pages and are the basis for our specific work planning and task resourcing.

CONSULTANT AND COUNTY RESPONSIBILITIES		
Work Item	County Responsibilities	Consultant Responsibilities
Project Management	<ul style="list-style-type: none"> ▪ Oversight 	<ul style="list-style-type: none"> ▪ Project Delivery, Budget & Schedule Management
Project Programming/ Funding	<ul style="list-style-type: none"> ▪ Signatory ▪ Submittal of Caltrans Local Programs Paperwork 	<ul style="list-style-type: none"> ▪ Comply with federal funding requirements and local assistance procedures
Environmental	<ul style="list-style-type: none"> ▪ Lead Agency 	<ul style="list-style-type: none"> ▪ Coordinate design with environmental documents ▪ Assist County in preparing/updating project description for the preferred alternative
Stakeholder Coordination	<ul style="list-style-type: none"> ▪ Coordinate with stakeholders 	<ul style="list-style-type: none"> ▪ Attend stakeholder meetings if requested
Right-of-Way	<ul style="list-style-type: none"> ▪ Obtain title reports ▪ Prepare plats & legal's 	<ul style="list-style-type: none"> ▪ Identify right-of-way requirements



to Designers 2-25. The Geotechnical Engineer shall review the Structure plans prior to the Draft PS&E Submittal for compliance with the geotechnical recommendations. The CONSULTANT shall perform an independent QC/QA review prior to the submittals listed above being transmitted to the COUNTY.

Task 2: Preliminary Coordination/Data Collection/Survey & Base Mapping (By County)

Task 2.1: Preliminary Coordination

Upon receiving Notice to Proceed (NTP), the CONSULTANT will meet with the COUNTY to discuss project constraints, identify lines of communication and finalize schedule of deliverables.

Task 2.2: Data Collection

Available data will be collected from the COUNTY, CAD files of prepared plans, right of way, utility and drainage plans, staging plans, environmental studies, geotechnical report, as-built plans, maintenance records, and other applicable documents and data. The CONSULTANT anticipates the COUNTY will incorporate the existing utilities into the basemap provided by the County.

The CONSULTANT will conduct a site visit of the proposed project with County staff and design team members. The field review will include meeting in the field, taking photos, and discussing the proposed improvements. Upon initiating design and understanding existing information provided by the COUNTY, the CONSULTANT will conduct a follow-up site visit to verify design approach and conforming details.

Task 2.3: Survey & Base Mapping (By County)

The COUNTY shall provide the following required survey and mapping information to CONSULTANT:

- **Topographic Mapping:** Survey control shall be based upon existing horizontal and vertical control monumentation. Contour interval shall be one foot. The location and elevations of existing improvements and existing visible surface utility facilities within 20 feet of the existing right-of-way line shall be obtained/verified by field survey.
- COUNTY to provide topographic mapping and surface in Autocad Civil 3D format. Preferably in 2014 format.
- **Bridge Site Topography:** Detailed site topography shall include the culvert and 100' north and south of the culvert along the creek. Total width shall be 150', centered on the the proposed centerline of the structure. Contour interval shall be 1'.
- **Boundary Surveys:** Existing right-of-way boundaries shall be included on the base map. Existing monumentation and property lines shall be identified.

The CONSULTANT will submit a Survey Request Form to the COUNTY for additional site features or clarifications required for the final design if determined necessary once the final mapping is provided.



Task 5: Final Design (65% Submittal)

Task 5.1: 65% Culvert Design and Detailing

Culvert design will be in accordance with the LRFD Specifications with Caltrans amendments and applicable sections of the Bridge Memos to Designers and Bridge Design Aids manuals. The design will meet COUNTY, Caltrans and FHWA standards in effect as of the date of Notice to Proceed.

Detailing of plans will be in accordance with Caltrans Bridge Design Details Manual. Both the design and detailing will be based on the use of the latest COUNTY Standards and Caltrans Standard Plans and Standard Specifications.

Task 5.2: Technical Specifications

Prior to the 65% Submittal, the plans will be reviewed by CONSULTANT and an updated contract items list will be produced. The technical specifications will then be compiled using the items list to collect and edit the latest Caltrans Standard Special Provisions (SSP's). CONSULTANT will prepare required technical special provisions for Divisions II-X. The basis of the specifications shall be the Caltrans Standard Specifications.

Task 5.3: 65% Plans Submittal

A submittal of the 65% plans will be made to the COUNTY which includes the appropriate erosion control plans and dewatering plans if necessary. A preliminary contract item list will be prepared, as well as an updated GP estimate reflecting any significant changes from the design memo. CONSULTANT will perform an independent QA/QC review of the 65% plans and incorporate appropriate revisions prior to submittal to the COUNTY. CONSULTANT will deliver five sets of (11x17) plan sheets. Upon receipt of COUNTY comments on the 65% plans submittal, CONSULTANT will review and incorporate

applicable revisions into the design and will resubmit at the 95% submittal.

- **Deliverables:** One electronic copy of 65% plans in PDF format; One electronic copy of the Technical Specifications in Microsoft Word format; Contract Items List; Updated Engineers Estimate; Design calculations signed and stamped by an Engineer registered in the State of California.

Task 6: Environmental and Right of Way Coordination

Task 6.1: Environmental Clearance (By County)

The CONSULTANT will assist the COUNTY in the Environmental Phase of the project on an as-needed basis including preparing the APE Map for the culvert replacement, reviewing Project Description prepared by the County; and providing design files for use in environmental documents, permit applications and public presentations.

Task 6.2: Right-Of-Way Engineering

The CONSULTANT will provide the COUNTY mapping files showing the limits of right of way acquisition as well as limits of Temporary Construction Easements if necessary to prepare the necessary right of way documents. The COUNTY will be responsible for obtaining all easements and/or ROW for the project. The COUNTY will also be responsible for preparing the legal descriptions, plats, and Record of Survey for the project.

- **Deliverables:** One (1) Electronic copy of Design Files for use in developing environmental documents; Electronic files showing Right-of-Way requirements



- **Deliverables:** One (1) copy of the 95% Plans in PDF format; One (1) copy of the Technical Specifications in PDF Format and One (1) copy in Microsoft Word Format; One(1) copy of the Estimate of Probable Costs in PDF Format; Estimated construction schedule (hard copy and in MS Project format); One set 11x17 Plans for each Utility Company

with estimated working days calculation (hard copy and in MS Project format); Resident Engineer's File; Project Plans in 2014 AutoCAD Civil 3D format on CD; Copy of Design and Checked Design Calculations

Task 9: Final Design Checked (100% Submittal)

Task 9.1: Permit Compliance

Plans and specifications will be checked against the permit conditions and measures to ensure compliance with the agency requirements.

Task 9.2: 100% PS&E

Task 9.2.1: Final Revisions

Upon receipt of comments from the 90% submittal to the COUNTY, and other jurisdictional agencies, which will be routed through the COUNTY, final revisions will be made. The CONSULTANT will incorporate appropriate comments in the plans, specifications, and estimate.

Task 9.2.2: Final Submittal

The CONSULTANT will incorporate comments and submit final plans, specifications and estimate to the COUNTY. The CONSULTANT will perform an independent QA/QC review of the 100% submittal package and incorporate appropriate revisions prior to submittal to the COUNTY.

- **Deliverables:** One set of 22 x 34 Plans on 20-lb Translucent Bond Paper signed by the Registered Engineer; Electronic Microsoft Word file of specifications including Signature Page; One un-bound hard copy of Final Project Special Provisions signed by the Registered Engineer; Hard copy of Construction Cost Estimate; Electronic Microsoft Excel file of Construction Cost Estimate; Estimated construction schedule

Task 10: Approval of Contract Documents and Bid Period Consultation

Task 10.1: Approval of Contract Documents

Assist the COUNTY as needed in preparing the final Advertisement set of the Construction Documents for the Culvert Replacement.

Task 10.2: Bid Period Consultation

The CONSULTANT will provide bidding assistance to the COUNTY. This will include consultation and interpretation of the contract documents and assisting the COUNTY in preparing addenda to the PS&E.

- **Deliverables:** Prepare Addenda as required; Respond to RFI's as required

Drake Haglan & Associates														
NO.	Task Description	Kevin Ross	Tony Dubovic	Rebecca Bautista	Jennifer Grant	Miguel Ramirez	Luke Miner	Keith Dresbach	Alan Hyde	Theresa Bautista	Total Hours	Labor, Indirect, Fee	Other Direct Costs	Total Cost
	Task 1 Project Management and Team Leadership													
1	Project Management (9 months)	16												\$ 3,264
2	Kickoff/PDT Meetings (5 Total) - 3 @ County Office	24		30									\$ 1,200	\$ 9,141
	099 Other Direct Costs												\$ 250	\$ 250
	Task 2 Preliminary Coordination/Data Collection/Survey and Base Mapping													
1	Preliminary Coordination			8										\$ 812
2	Data Collection			4										\$ 406
3	Survey & Base Mapping (By County)			2		2								\$ 438
	Task 3 Determine and Evaluate Improvement Alternatives													
1	Hydrology & Hydraulics Studies & Reports (By County)			4										\$ 406
2	Geotechnical Investigation (By County)			4										\$ 406
3	Determine and Evaluate Improvement Alternative:			40				20	20					\$ 6,967
	Task 4 Preliminary Plan Drawings - 35% Submittal													
	Prepare Preliminary Design Drawings:													
	Prepare Preliminary Estimate			32		8		16						\$ 5,736
	Prepare Technical Memo			8										\$ 812
	Perform Quality Control			16		8								\$ 2,562
1	Submit 35% to County		4											\$ 663
	Task 5 Final Design - 65% Submittal													\$ 194
0	Prepare 65% Culvert Design and Detailing/Erosion Control/Creek Diversion Plan:			32		32		20	20					\$ 9,908
1	Prepare Draft Technical Specifications:	8												\$ 1,632
2	Perform Quality Control		6											\$ 995
3	Submit Draft 65% Submittal													\$ 995
	Task 6 Engineering and Right of Way Coordination													\$ 752
1	Environmental Clearance (By County)						4	4	2					\$ 752
2	Right of Way Engineering			12		12								\$ 2,625
	Task 7 Utility Coordination													\$ 469
1	Utility Coordination			4		4								\$ 469
	Task 8 Design Checked - 90% Submittal													\$ 235
1	Structure Independent Check/Erosion Control Plan			8		8		10						\$ 7,422
3	Update Technical Specifications:	8			40	8								\$ 1,632
4	Engineers Estimate			16			16							\$ 2,848
5	Perform Quality Control		6											\$ 995
6	90% Submittal			6		2		2						\$ 1,208
	Task 9 Final Design Checked - 100% Submittal													
1	Permit Compliance			4										\$ 1,222
2	100% PS&E			4										\$ 2,913
3	Final Submittal		6					8	8					\$ 995
	Task 10 Approval of Contract Documents and Bid Period Consultation													\$ 752
1	Approval of Contract Documents			2										\$ 203
2	Bid Period Consultation			4										\$ 814
	Total Hours	62	22	240	40	86	16	86	56	6	614	\$68,225	\$1,450	\$ 69,675
	Total Cost													

EXHIBIT 10-02 CONSULTANT CONTRACT DBE INFORMATION

(Inclusive of all DBEs listed at contract award. Refer to instructions on the reverse side of this form)

Consultant to Complete this Section

- 1. Local Agency Name: County of Santa Barbara
- 2. Project Location: Hollister Avenue/State Street Improvements Project
- 3. Project Description: Hollister Avenue Culvert Replacement
- 4. Total Contract Award Amount: \$ 69,675
- 5. Consultant Name: Drake Haglan and Associates
- 6. Contract DBE Goal %: 0.0
- 7. Total Dollar Amount for all Subconsultants: \$ _____
- 8. Total Number of all Subconsultants: _____

Award DBE/DBE Information

9. Description of Services to be Provided	10. DBE/DBE Firm Contact Information	11. DBE Cert. Number	12. DBE Dollar Amount

Local Agency to Complete this Section

- 20. Local Agency Contract Number: CN 15918
- 21. Federal-aid Project Number: HPLUL 5951 (III)
- 22. Contract Execution Date: 11/14/2014

Local Agency certifies that all DBE certifications are valid and the information on this form is complete and accurate:

- 23. Local Agency Representative Name (Print) Diana Estorja
- 24. Local Agency Representative Signature *Diana Estorja* 25. Date 12/18/2014
- 26. Local Agency Representative Title CE Associate 27. (Area Code) Tel. No. (805) 739-8763

- 13. Total Dollars Claimed \$ 0
- 14. Total % Claimed 0.0 %

- 15. Preparer's Signature *Kevin Ross*
- 16. Preparer's Name (Print) KEVIN ROSS

- 17. Preparer's Title SENIOR VICE PRESIDENT
- 18. Date 12/18/14 19. (Area Code) Tel. No. (916) 363-4210

Caltrans to Complete this Section

Caltrans District Local Assistance Engineer (DLAE) certifies that this form has been reviewed for completeness:

- 28. DLAE Name (Print) _____
- 29. DLAE Signature _____
- 30. Date _____

Distribution: (1) Copy – Email a copy to the Caltrans District Local Assistance Engineer (DLAE) within 30 days of contract award. Failure to send a copy to the DLAE within 30 days of contract award may result in delay of payment.
 (2) Copy – Include in award package sent to Caltrans DLAE
 (3) Original – Local agency files



REQUEST FOR PROPOSAL

for

PROFESSIONAL DESIGN SERVICES

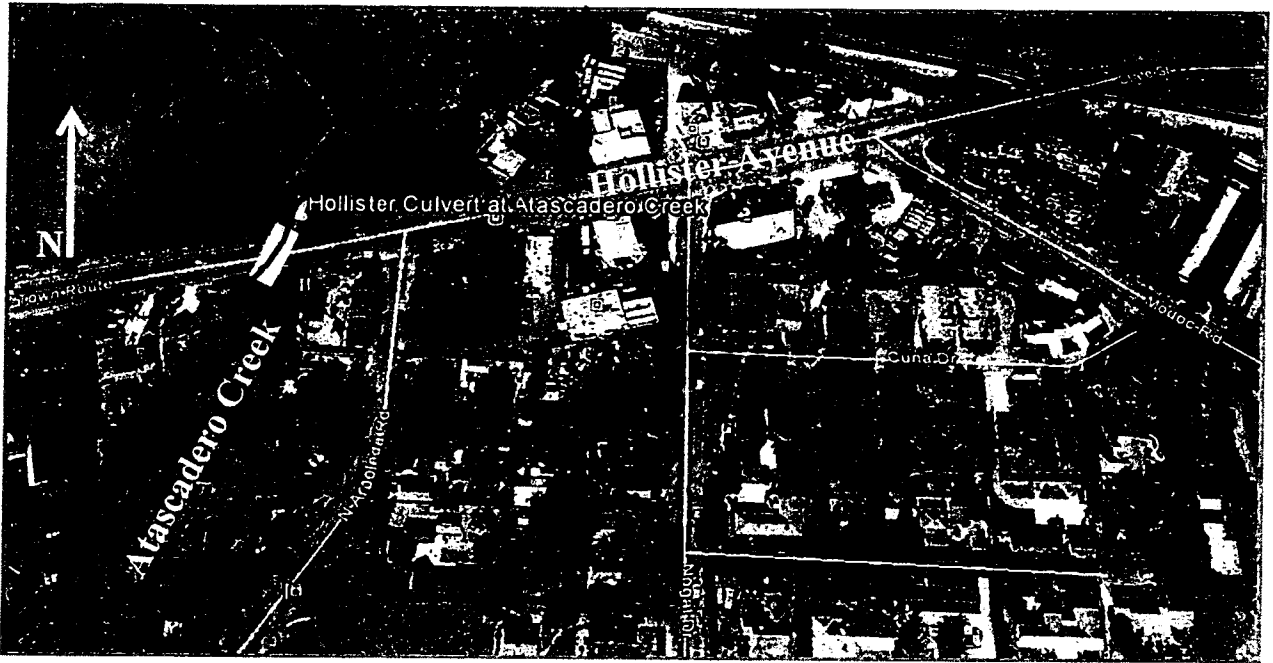
for the

**Hollister Avenue/State Street Improvements Project
County Project No. 863035
Federal Project No. HPLUL 5951 (111)**

**Proposals Due by 3:00 pm
October 17, 2014**

County of Santa Barbara
Department of Public Works
Transportation Division
123 East Anapamu Street
Santa Barbara, CA 93101
(805) 568-3000

PROJECT SETTING



SUPPLEMENTAL INFORMATION

- Atascadero Creek Restoration Plans (does not include culvert structure plans)
- 35% Hollister Avenue/State Street Improvements Plans (Roadway)
- Topographic Survey (once completed)

Note- Listed information is available upon request

IV. SCOPE OF PROFESSIONAL SERVICES

DESCRIPTION OF WORK

The work entails evaluating alternatives and designing an improved culvert to meet the drainage and roadway geometric needs of the Hollister Avenue/State Street Improvement Project while meeting all environmental requirements of the permits.

SCOPE OF SERVICES

The CONSULTANT'S Scope of Work is summarized as follows:

Project Management

- Manage, administer, and coordinate all work, including but not limited to design, quality control, quality assurance, and scheduling, required to produce all services and deliverables on-time and on-budget.
- Inform County Project Manager immediately of any potential for exceeding the schedule, design budget or construction estimate prior to proceeding with work.
- Prepare agendas, task lists, and meeting minutes for and attend Project Development Team (PDT) meetings. It is assumed that we will have a total of 4 PDT meetings. These may take place at the COUNTY's offices either in Santa Maria or Santa Barbara. We also encourage teleconferencing or video conferencing as much as possible to reduce cost.

Structures

- Determine and evaluate improvement alternatives and coordinate with the County to select an appropriate alternative.
- Provide structural design services for selected PROJECT alternative.

- Task 4 Preliminary Plan Drawings - 35% Submittal
- Task 5 Final Design- 65% Submittal
- Task 6 Delivery of identified information and coordination with Environmental and Right of Way staff
- Task 7 Utility Coordination (if required)
- Task 8 Design Checked – 90% Submittal
- Task 9 Final Design Checked -100% Submittal
- Task 10 Approval of Contract Documents

Note: A detailed Scope of Services based on above tasks developed by consultant and submitted in proposal, will be refined during final negotiations between consultant and County and will be incorporated into the agreement as Exhibit B.

IMPORTANT DATES

DESCRIPTION	DATE	TIME (IF APPLICABLE)
Provide survey limits and features	November 10, 2014	
Provide geotechnical needs	No later than 2 weeks after receiving survey	
35% PS&E	February 15, 2015	
65% PS&E	April 30, 2015	
90% PS&E	June 8, 2015	
100% PS&E	July 8, 2015	
Construction	TBD	

DELIVERABLES

1. Schedule of all deliverables (tasks and phases)
2. All products must correlate with each task and phase.
3. For all submittals the consultant shall, at no additional cost to the County, correct errors, omissions, and unworkable and/or improper design or drafting whether discovered during or after the completion of the County's review process.
4. Submit one (1) electronic file format (unless otherwise noted) of all submittals listed below:
 - 35% Submittals
 - 35% plans –Preliminary Drawings, including typical sections, layout, and profile
 - Project Summary Memo (Maximum 5 pages, excluding plans)
 - Project description - Purpose and need
 - Design Criteria
 - Maximum of 2 design alternatives
 - Design exceptions, if required
 - Discussion of existing and proposed drainage structures
 - Area of Potential Effects (APE) map for environmental document
 - Discussion of Right of Way and need for easements/permits.
 - Discussion of any potential Utility Conflicts.
 - Working Drawings with Typical Section, Layout and Profile
 - 65% Submittals
 - Complete 65% plans consisting of all necessary plan sheets and details required for the construction of the project (i.e. title sheet, layout, profile, typical section, construction detail sheets, etc.).
 - Items List
 - Preliminary Engineers Estimate
 - Draft Technical Specifications
 - Design Calculations, signed and stamped by licensed Professional Engineer
 - 90% PS&E
 - Complete 90% Plans
 - Updated Items List

VI. PROPOSAL CONTENT REQUIREMENTS AND SCHEDULE

PROPOSAL FORMAT

The proposal shall be formatted in such a manner that the information discussed below can be easily extracted for evaluation purposes. Format shall also adhere to all other requirements herein.

UNDERSTANDING OF WORK TO BE DONE

Proposals shall also include detailed discussions regarding the following information:

- **UNDERSTANDING**
 - Structures
 - Roadway
 - Geotechnical
 - Hydraulic
 - Environmental
 - Survey

- **TECHNICAL APPROACH**
 - Structures
 - Geotechnical
 - Hydraulic
 - Environmental

- **PROJECT WORK PLAN**

Please provide descriptive language regarding how the project will be managed and completed successfully.

FISCAL RESPONSIBILITY

Please provide detailed information regarding how the Project Manager will complete a successful project and manage costs responsibly.

RESOURCE ALLOCATION MATRIX

Please include a resource allocation matrix of the consultant's proposed project team including in rows a list of the tasks with descriptions for the project, and in columns the name and number of hours proposed per task for each team member proposed to provide each type of service. Also add cost column and show total cost for each task and summate at bottom.

UNDERSTANDING OF SCHEDULE

Please provide language and an exhibit showing how the schedule will be managed and how "Important Dates" will be met.

Note – The project design schedule shall be formatted in a way that it could be included as Exhibit A to the agreement between the County and consultant.

INNOVATION OR ADVANCED TECHNIQUES

If your firm has innovative ideas or advanced techniques that could either improve the project or provide cost savings please provide a description of the ideas and/or techniques in this section.

Understanding of Schedule – How well does the firm understand the various time lines, does the firm provide a schedule that meets the provided “Important Dates”, and is the schedule feasible?

Innovation or advance techniques – Does the proposal offer innovative or advanced techniques? If so, how feasible and cost effective are the proposed designs.

Familiarity with State/Federal/County procedures – Based on the proposal how well does the project team understand the State, Federal, and County procedures, guidelines, and standards?

The rating form that will be used by the selection team is attached for your reference. (See Attachment **B**)



Photo 1: Outlet of existing channel, south side of Hollister Ave



Photo 2: Inlet of existing channel, north side of Hollister Ave



Photo 3: Spalling on roof of culvert

ATTACHMENT J

862382 Hollister Ave. – State Street Amendment No. 1 to No. CN15918 replaced with Purchase Agreement No. CN19770.



COUNTY OF SANTA BARBARA

PURCHASING AGENT
105 EAST ANAPAMU ST. RM. 304
SANTA BARBARA, CA 93101

ORDER

CN19770

Page No.
1 of 2

PO Date
JUL/01/2016

REFER INQUIRIES TO BUYER:

MARK MASONER
Phone: 805-568-2692
Fax: 805-568-2705

SHIP-TO: PW, ADMIN
LYNN HOGAN
123 E ANAPAMU ST
SANTA BARBARA, CA 93101
Phone: 805/568-3128

JUN 09 2016

SUPPLIER: Attn:

DRAKE HAGLAN & ASSOC.
11060 WHITEROCK RD.
STE 200
RANCHO CORDOVA CA 95670

BILL TO: PW, ADMIN
LYNN HOGAN
123 E ANAPAMU ST
SANTA BARBARA, CA 93101
Phone: 805/568-3128

Phone: (916) 363-4210

Fax: (916) 363-4230

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30		03297	JUN/30/2017	LYNN HOGAN	CN15918

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
1	1 LOT	MULTI+054+7460+0000+0000+0000	40,000.00 /LOT	40,000.00

DRAKE HAGLAN & ASSOCIATES - MASTER SERVICE CONTRACT

Provide Professional Services as needed and directed in accordance with Public Works established Master Service Agreement(s). for Engineering Services, Service Group Category 1.

DEPARTMENTAL APPROVAL: Vendors must provide written quotes for work requested. All work will require Departmental approval.

CONTRACT PERIOD: THROUGH 6/30/17.

LIMITATIONS: Total expenditure for the period shall not exceed \$40,000. Any increase up to a total amount of of \$100,000 may be authorized only upon written notice by the County Purchasing Manager.

STANDARD TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS APPLIES.

Insurance documents on file in the Purchasing Division.

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 105 E. Anapamu St. RM 304, Santa Barbara, CA 93101.

Accepted By: (X) Craig C. Drake

Print Name/Title: Craig C. Drake, CFO Date: 6/10/16

Applicable License # (Medical/Contractor/Etc): _____

No payment authorized without Federal Taxpayer Identification Number on file.

Continued on next page...

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
- (2) Mail invoices to the "bill to" address.
- (3) All duty and/or taxes must be shown separately on invoice where applicable.
- (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org

Mark Masoner
COUNTY OF SANTA BARBARA



COUNTY OF SANTA BARBARA

PURCHASING AGENT
105 EAST ANAPAMU ST. RM. 304
SANTA BARBARA, CA 93101

ORDER

CN19770

Page No.
2 of 2

PO Date
JUL/01/2016

REFER INQUIRIES TO BUYER:

MARK MASONER
Phone: 805-568-2692
Fax: 805-568-2705

SHIP-TO: PW, ADMIN
LYNN HOGAN
123 E ANAPAMU ST
SANTA BARBARA, CA 93101
Phone: 805/568-3128

SUPPLIER: Attn:
DRAKE HAGLAN & ASSOC.
11060 WHITEROCK RD.
STE 200
RANCHO CORDOVA CA 95670

BILL TO: PW, ADMIN
LYNN HOGAN
123 E ANAPAMU ST
SANTA BARBARA, CA 93101
Phone: 805/568-3128

Phone: (916) 363-4210
Fax: (916) 363-4230

TERMS	F.O.B.	SUPPLIER CODE	DELIVERY DATE	REQUESTED BY	REQ. NO.
NET 30		03297		LYNN HOGAN	CN15918

LN	QUANTITY	G/L ACCOUNT DESCRIPTION	PRICE/UNIT	EXTENSION
			Tax 1:	0.00
			Tax 2:	0.00
			Total:	40,000.00

- (1) The order number and Bill to dept. name shown above must appear on all invoices, shipping papers, packages and correspondence.
- (2) Mail invoices to the "bill to" address.
- (3) All duty and/or taxes must be shown separately on invoice where applicable.
- (4) This order is subject to the terms and conditions stated, including non-discrimination in employment, hazardous chemicals and equipment safety standards, that are available for viewing at www.countyofsb.org

COUNTY OF SANTA BARBARA

ATTACHMENT K
862382 Hollister Ave. – State Street Amendment No. 2 to CN19770



CHANGE ORDER

Date: 12/12/16
 Order Number: CN19770
 Change Number: 1
 Department Name: Public Works
 Customer Number: 054-01-01-4001-0
 Requested By: Diana Estorga
 Phone #: 805/ 739-8763

Supplier Name and Address:

DRAKE HAGLAN & ASSOC.
 11060 WHITEROCK RD. STE 200
 RANCHO CORDOVA CA
 95670

Note to Supplier:

This is a change in the order specified, under which you are supplying us with certain goods or services. If the change is not acceptable to you, or you require additional data, please contact the Buyer identified below (or on the original order). No reply is awaited.
 If you do not object to this change in writing prior to taking any further action in fulfilling the order (with all changes), you will be presumed to concur with this change and you will be bound by its terms.

The following change is requested and authorized:

Increase contract amount by \$17,631 per the attached Fee Amendment.
 Any increase up to a total of \$100,000 may be authorized only upon written notice from the County Purchasing Manager.
 Original Contract Period: 07/01/2016 to 06/30/2017. Amend contract period end date to 12/31/2017.

Increase to \$94,276.00

Department Input - Does this Change-Order involve Federal Funds (circle one): No Yes (Federal Super Circular requirements apply)

_____ 12-12-16 _____ 12/14/16
 Authorized Departmental Signature Date Buyer
 Mark Paul _____ 805/ _____
 Printed Name Phone (7 digit) Printed Name Phone (7 digit)

CHANGE ORDER ENCUMBRANCE (This section for County Use Only)

Batch ID:

Choose what you want to do:

O	Enter Original Encumbrance
I	Increase Encumbrance
R	Reduce Encumbrance

Posting Date

Audit Trail #

Document # ENC

/ /

Action	Contract/P.O.#	Vendor#	Fund	Dept No	Line Item Account	Amount	Program	Org Unit	Project	Desc ID
1										A
2										
3										
4										
5										
Total						\$0.00				

A
B

Form Prepared By

Phone #

Deputy Auditor-Controller

Date



December 8, 2016

Diana Estorga
 County of Santa Barbara, Public Works
 Transportation Division, Engineering Section
 620 West Foster Road.
 Santa Maria, CA 93455

SUBJECT: 862382 – Hollister/State Street Improvements Project Fee Amendment No. 2 Request

Dear Ms. Estorga:

As discussed, attached is a contract amendment request for the additional work described below. In general, the amendment request includes additional coordination time required for the PDT meetings, project management time due to schedule slipping, reallocating remaining budget from Task 4.1 to Task 5.1 and additional time necessary to re-design the culvert retaining walls due to scour considerations.

The amount of the requested amendment for the additional scope of work is \$17,631 which revises the current contract amount from \$76,645 to a total of \$94,276.

A summary of the amendment amounts requested as well as request to reallocate remaining task budgets are shown below:

TASK	CURRENT CONTRACT AMOUNT	REMAINING TASK BUDGET	AMENDMENT REQUEST	TASK AMOUNT MODIFICATIONS	REVISED TASK BUDGET
1.1 – PROJECT MANAGEMENT	\$3,264	\$0	\$1,632		\$4,896
1.2 – KICKOFF/PDT MEETINGS	\$3,147	\$-1,818	\$3,954		\$7,101
2.1 – PRELIMINARY COORDINATION	\$812	\$-198	\$2,659		\$3,471
4.1 – PREPARE	\$5,736	\$1,936		-\$1,963	\$3,773

PRELIMINARY DESIGN DRAWINGS					
5.1 – PREPARE 65% CULVERT DESIGN AND DETAILING	\$11,806	\$-200	\$6,727	\$1,963	\$20,496
7.1 – UTILITY COORDINATION	\$235	\$-321	\$2,659		\$2,894

TASK 1.1 – PROJECT MANAGEMENT - \$4,896 (REVISED TASK AMOUNT)

DHA is requesting \$1,632 to cover additional project management time required to complete the project. This request is primarily due to the schedule slipping due to unforeseen delays.

TASK 1.2 – KICKOFF/PDT MEETINGS - \$7,101 (REVISED TASK AMOUNT)

The current budget for this task has been expended, so DHA is requesting an additional \$3,954 to complete the project. This is based on attending an additional 5 PDT meetings and preparation time needed for the meetings.

TASK 2.1 – PRELIMINARY COORDINATION - \$3,471 (REVISED TASK AMOUNT)

DHA is requesting \$2,659 to cover additional coordination time with the County and the County's Sub-Consultants anticipated to complete the project.

TASK 4.1 – PREPARE PRELIMINARY DESIGN DRAWINGS - \$3,773 (REVISED TASK AMOUNT)

DHA is requesting to reallocate \$1,963 of the remaining budget to Task 5.1 since this task is complete.

TASK 5.1 – PREPARE 65% CULVERT DESIGN AND DETAILING - \$20,496 (REVISED TASK AMOUNT)

DHA is requesting to reallocate \$1,963 from Task 4.1 as well as requesting an additional \$6,727 to complete the 65% design. The request is for covering the additional work required to design and develop the details required for the changes to the retaining walls due to latest hydraulic flows and scour calculations and further coordinate project aesthetics and traffic staging with the County engineers.

TASK 7.1 – UTILITY COORDINATION - \$2,894 (REVISED TASK AMOUNT)

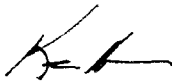
DHA is requesting an additional \$2,659 to complete the project. The request is for covering additional coordination time for utility staging and relocations anticipated to complete the project.

In addition, we would like to revise the current rates being used by the following employees to the rates shown:

Rebecca Bautista	\$43.45
Anthony Dubovik	\$67.00
Keith Dresbach	\$46.20
Jennifer Grant-Martinez	\$48.10
Miguel Ramirez	\$50.40
Alan Hyde	\$25.00

If you have any questions or would like further clarification of any of these documents, please call me at your convenience.

Sincerely,



Kevin Ross, P.E.
Project Manager
Drake Haglan & Associates

ATTACHMENT A

Hollister Avenue/State Street Improvements Project
 AMENDMENT 2 FEE ESTIMATE

		Drake Haglan & Associates										
		Kevin Ross	Tony Dubovic	Rebecca Bautista	Jennifer Grant-Martinez	Miguel Ramirez	Keth Dresbach	Alan Hyde	Total Hours	Labor, Indirect, Fee	Other Direct Costs	Total Cost
		\$204	\$171	\$111	\$123	\$129	\$118	\$64				
NO.	Task Description											
Task 1 Project Management and Team Leadership												
1	Project Management (9 months)	8						8	\$ 1,632		\$ 1,632	
2	Kickoff/PDT Meetings (5 Total) - 3 @ County Office	2		32				34	\$ 3,954		\$ 3,954	
	099 Other Direct Costs										\$ -	
Task 2 Preliminary Coordination/Data Collection/Survey and Base Mapping												
1	Preliminary Coordination			24				24	\$ 2,659		\$ 2,659	
2	Data Collection							0	\$ -		\$ -	
3	Survey & Base Mapping (By County)							0	\$ -		\$ -	
Task 3 Determine and Evaluate Improvement Alternatives												
1	Hydrology & Hydraulics Studies & Reports (By County)							0	\$ -		\$ -	
2	Geotechnical Investigation (By County)							0	\$ -		\$ -	
3	Determine and Evaluate Improvement Alternatives							0	\$ -		\$ -	
Task 4 Preliminary Plan Drawings - 35% Submittal												
1	Prepare Preliminary Design Drawings							0	\$ -		\$ -	
2	Prepare Preliminary Estimate							0	\$ -		\$ -	
3	Prepare Technical Memo							0	\$ -		\$ -	
4	Perform Quality Control							0	\$ -		\$ -	
5	Submit 35% to County							0	\$ -		\$ -	
Task 5 Final Design - 65% Submittal												
1	Prepare 65% Culvert Design and Detailing/Erosion Control/Creek Diversion Plans			40				36	\$ 6,727		\$ 6,727	
2	Prepare Draft Technical Specifications							0	\$ -		\$ -	
3	Perform Quality Control							0	\$ -		\$ -	
4	Submit Draft 65% Submittal							0	\$ -		\$ -	
Task 6 Engineering and Right of Way Coordination												
1	Environmental Clearance (By County)							0	\$ -		\$ -	
2	Right of Way Engineering							0	\$ -		\$ -	
Task 7 Utility Coordination												
1	Utility Coordination			24				24	\$ 2,659		\$ 2,659	
Task 8 Design Checked - 90% Submittal												
1	Structure Independent Check/Erosion Control Plan							0	\$ -		\$ -	
3	Update Technical Specifications							0	\$ -		\$ -	
4	Engineers Estimate							0	\$ -		\$ -	
5	Perform Quality Control							0	\$ -		\$ -	
6	90% Submittal							0	\$ -		\$ -	
Task 9 Final Design Checked - 100% Submittal												
1	Permit Compliance							0	\$ -		\$ -	
2	100% PS&E							0	\$ -		\$ -	
	Perform Quality Control							0	\$ -		\$ -	
3	Final Submittal							0	\$ -		\$ -	
Task 10 Approval of Contract Documents and Bid Period Consultation												
1	Approval of Contract Documents							0	\$ -		\$ -	
2	Bid Period Consultation							0	\$ -		\$ -	
	Total Hours	10	0	120	0	0	0	36				
	Total Cost							166	\$17,631	\$0	\$ 17,631	

ATTACHMENT L

862382 Hollister Ave. – State Street Amendment No. 3 to CN19770



CHANGE ORDER

Date: 6/15/17 ✓
 Order Number: CN19770
 Change Number: /
 Department Name: Public Works
 Customer Number: 05402022500
 Requested By: Diana Estorga
 Phone #: 805/ 739-8763

Supplier Name and Address:

DRAKE HAGLAN & ASSOC.
 11060 WHITEROCK RD. STE 200
 RANCHO CORDOVA CA
 95670

Note to Supplier:

This is a change in the order specified, under which you are supplying us with certain goods or services. If the change is not acceptable to you, or you require additional data, please contact the Buyer identified below for or the original order. No reply is awaited. If you do not object to this change in writing prior to taking any further action in fulfilling the order (with all changes), you will be presumed to concur with this change and you will be bound by its terms.

The following change is requested and authorized:

Original Contract Period: 10/01/2013 to 06/30/2017. Amend contract period end date to 06/30/2018 for CN 19770.

Department Input: Does this Change-Order involve Federal Funds (circle one):

No Yes (Federal Super Circular requirements apply)

Brian Gilbert
Authorized Departmental Signature

6/15/17
Date

Max Moscone
Buyer

6/15/17
Date

Brian Gilbert
Printed Name

805-568-3014
Phone (7 digit)

Max Moscone
Printed Name

805
Phone (7 digit)

CHANGE ORDER ENCUMBRANCE (This section for County Use Only)

Batch ID:

(Refer to FIN Manual for Encumbrance Form Instructions)

Choose what you want to do

<input type="radio"/>	Enter Original Encumbrance
<input type="radio"/>	Increase Encumbrance
<input type="radio"/>	Reduce Encumbrance

Posting Date

Audit Trail #

Document # ENC

↓ Action	Contract P.O.#	Vendor#	Fund	Dept No	Line Item Account	Amount	Program	Org Unit	Prct act	Dist ID
1										A
2										
3										
4										
5										
Total						\$0.00				

A
B

Form Prepared By

Phone #

Deputy Auditor-Controller

Date

ATTACHMENT M

862382 Hollister Ave. – State Street Amendment No. 4 to CN19770



CHANGE ORDER

Date: 6/5/18
 Order Number: CN19770
 Change Number: 1
 Department Name: Public Works
 Customer Number: 054- Public works
 Requested By: Diana Estorga
 Phone #: 805/ 739-8763

Supplier Name and Address:

DRAKE HAGLAN & ASSOC.
 11060 WHITEROCK RD. STE 200
 RANCHO CORDOVA CA
 95670

Note to Supplier:

This is a change in the order specified, under which you are supplying us with certain goods or services. If the change is not acceptable to you, or you require additional data, please contact the Buyer identified below (or on the original order). No reply is awaited.
 If you do not object to this change in writing prior to taking any further action in fulfilling the order (with all changes), you will be presumed to concur with this change and you will be bound by its terms.

The following change is requested and authorized:

Original Contract Period: 07/01/2016 to 06/30/2018. Amend contract period end date to 06/30/2019.

No \$ change in values.

Department Input - Does this Change-Order involve Federal Funds (circle one):

No Yes (Federal Super Circular requirements apply)

Brian Gilbert
 Authorized Departmental Signature
 Brian Gilbert
 Printed Name

6/12/18
 Date
 805/568-3014
 Phone (7 digit)

Mark Mosener
 Buyer
 Mark Mosener
 Printed Name

6/18/18
 Date
 805/
 Phone (7 digit)

CHANGE ORDER ENCUMBRANCE (This section for County Use Only)

Batch ID:

Choose what you want to do

O	Enter Original Encumbrance
I	Increase Encumbrance
R	Reduce Encumbrance

Posting Date

Audit Trail #

Document # ENC

/ /

Action	Contract/P.O.#	Vendor#	Fund	Dept No	Line Item Account	Amount	Program	Org Unit	Project	Desc ID
1										A
2										
3										
4										
5										
Total						\$0.00				

A
B

Form Prepared By

Phone #

Deputy Auditor-Controller

Date

ATTACHMENT N

862382 Hollister Ave. – State Street Amendment No. 5 to CN19770



CHANGE ORDER

Date: 6/26/19
 Order Number: CN19770
 Change Number: 021
 Department Name: Public Works
 Customer Number: 054-01-01-2220-1
 Requested By: Diana Estorga
 Phone #: 805/ 739-8763

Supplier Name and Address:

DRAKE HAGLAN & ASSOC.
 11060 WHITEROCK RD. STE 200
 RANCHO CORDOVA CA
 95670

Note to Supplier:

This is a change in the order specified, under which you are supplying us with certain goods or services. If the change is not acceptable to you, or you require additional data, please contact the Buyer identified below (or on the original order). No reply is awaited.
 If you do not object to this change in writing prior to taking any further action in fulfilling the order (with all changes), you will be presumed to concur with this change and you will be bound by its terms.

The following change is requested and authorized:

Original Contract Period: 07/01/2016 to 06/30/2019. Amend contract period end date to 06/30/2020.

Keep Contract #, Fed. Requirement - Thanks, Brian

Department Input - Does this Change-Order involve Federal Funds (circle one):

No Yes (Federal Super Circular requirements apply)

Brian Gilbert

Authorized Departmental Signature

Brian Gilbert

Printed Name

6/26/19

Date

805/568-3014

Phone (7 digit)

Mark Masone

Buyer

Mark Masone

Printed Name

7/2/19

Date

805/

Phone (7 digit)

CHANGE ORDER ENCUMBRANCE (This section for County Use Only)

(Refer to FIN Manual for Encumbrance Form Instructions)

Batch ID:

Choose what you want to do:

O	Enter Original Encumbrance
I	Increase Encumbrance
R	Reduce Encumbrance

Posting Date

/ /

Audit Trail #

Document # ENC

Action	Contract/P.O.#	Vendor#	Fund	Dept No	Line Item Account	Amount	Program	Org Unit	Project	Desc ID
1										A
2										
3										
4										
5										
Total						\$0.00				

A
B

Form Prepared By

Phone #

Deputy Auditor-Controller

Date

ATTACHMENT X
Consent to Request to Assign

ATTACHMENT X



Dewberry Engineers Inc.
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670

916.363.4210
www.dewberry.com

10/17/2019

County of Santa Barbara

County of Santa Barbara, 123 East Anapamu Street #205, Santa Barbara, CA 93101

RE: Assignment of Drake Haglan & Associates, Inc. Agreements to Dewberry | Drake Haglan

Dear Ron Bensel:

Drake Haglan & Associates, Inc. (DHA) and Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan (Dewberry) have entered into an agreement to transfer DHA's assets (including certain DHA professional services agreements) to Dewberry, subject to consent of DHA's clients. In addition to the assets transfer, DHA's staff will transfer to Dewberry. DHA became a wholly owned subsidiary of Dewberry on September 27, 2019. Enclosed for your reference is a W-9, credit reference, and certificate of insurance for Dewberry.

This letter provides notice of, and requests your consent to, the assignment by DHA to Dewberry of all of DHA's rights, title, and interest in and under the below listed agreements between DHA and County of Santa Barbara. By executing this letter below, you consent to such assignment by DHA of all of its right, title and interest in and under the below listed agreements to Dewberry, amendment of the below listed agreements to include Dewberry as the contracting party as of the date hereof, and acknowledge receipt of notice with respect thereto.

Client Contract Identifier				
DHA Job	DHA PM Name	PM Phone #	PM Email	DHA Job Name
10014T3	Kevin Ross	916.231.0975	KRoss@Dewberry.com	Fernald Point Lane Bridge (No. 51C-137
County Project No. 862357, Federal Project No. BRLO-NBIL (526), Contract No. BC17246				
17002	Kevin Ross	916.231.0975	KRoss@Dewberry.com	East Mountain Drive Low Water Crossi

Your DHA points of contact and the DHA staff that have served you will remain unchanged and will continue to serve you. In addition you will now have access to Dewberry's substantial resources. Dewberry is registered to do business in all project locations. Its Federal Tax Identification Number is: 13-0746510.

For official notices, please update your points of contact to include a copy be sent to notices@dewberry.com.

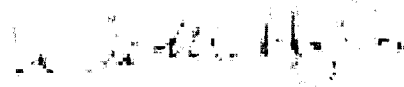
DHA respectfully requests that you signify your approval and confirmation of the above by executing this letter, keeping one executed copy for your records and returning one executed copy as soon as possible via email.

Thank you in advance for your prompt attention to this matter. If you have a question about this request or need additional information, please call the PM listed above.

Sincerely,

Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan

Drake Haglan & Associates, Inc.



By: Darren R. Conner
Title: CEO and President
Date: 10/17/2019

By: Dennis Haglan
Title: Assistant Vice President
Date: 10/17/2019

CONSENTED, ACKNOWLEDGED AND AGREED TO:

County of Santa Barbara

Signature: _____

By: _____

Title: _____

Date: _____



Dewberry Engineers Inc.
11060 White Rock Road, Suite 200
Rancho Cordova, CA 95670

916.363.4210
www.dewberry.com

10/17/2019

County of Santa Barbara Public Works

County of Santa Barbara, 123 East Anapamu Street #205, Santa Barbara, CA 93101

RE: Assignment of Drake Haglan & Associates, Inc. Agreements to Dewberry | Drake Haglan

Dear Diana Estorga:

Drake Haglan & Associates, Inc. (DHA) and Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan (Dewberry) have entered into an agreement to transfer DHA's assets (including certain DHA professional services agreements) to Dewberry, subject to consent of DHA's clients. In addition to the assets transfer, DHA's staff will transfer to Dewberry. DHA became a wholly owned subsidiary of Dewberry on September 27, 2019. Enclosed for your reference is a W-9, credit reference, and certificate of insurance for Dewberry.

This letter provides notice of, and requests your consent to, the assignment by DHA to Dewberry of all of DHA's rights, title, and interest in and under the below listed agreements between DHA and County of Santa Barbara Public Works. By executing this letter below, you consent to such assignment by DHA of all of its right, title and interest in and under the below listed agreements to Dewberry, amendment of the below listed agreements to include Dewberry as the contracting party as of the date hereof, and acknowledge receipt of notice with respect thereto.

Client Contract Identifier				
DHA Job	DHA PM Name	PM Phone #	PM Email	DHA Job Name
County Project #862382, Contract #CN19770				
10014T6	Kevin Ross	916.231.0975	KRoss@Dewberry.com	Hollister Avenue/State Street Improve
County Project #862382, Contract #CN19770				
10014T6	Kevin Ross	916.231.0975	KRoss@Dewberry.com	Hollister Avenue/State Street Culverts

Your DHA points of contact and the DHA staff that have served you will remain unchanged and will continue to serve you. In addition you will now have access to Dewberry's substantial resources. Dewberry is registered to do business in all project locations. Its Federal Tax Identification Number is: 13-0746510.

For official notices, please update your points of contact to include a copy be sent to notices@dewberry.com.

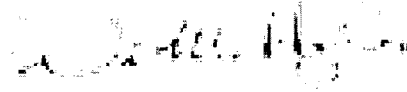
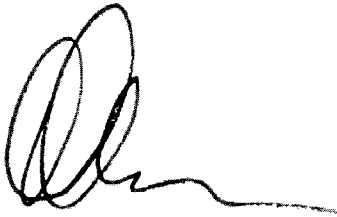
DHA respectfully requests that you signify your approval and confirmation of the above by executing this letter, keeping one executed copy for your records and returning one executed copy as soon as possible via email.

Thank you in advance for your prompt attention to this matter. If you have a question about this request or need additional information, please call the PM listed above.

Sincerely,

Dewberry Engineers Inc. d/b/a Dewberry | Drake Haglan

Drake Haglan & Associates, Inc.



By: Darren R. Conner
Title: CEO and President
Date: 10/17/2019

By: Dennis Haglan
Title: Assistant Vice President
Date: 10/17/2019

CONSENTED, ACKNOWLEDGED AND AGREED TO:

County of Santa Barbara Public Works

Signature: _____

By: _____

Title: _____

Date: _____