

SECOND AMENDMENT TO AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR WITH FORDE BIOLOGICAL CONSULTANTS Purchase Orders CN9035 and Order CO11090 for CN9035

This Second Amendment is made to the above-referenced Agreement by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and **FORDE BIOLOGICAL CONSULTANTS** with an address at **10664 PRESILLA ROAD, SANTA ROSA VALLEY, CA 93012** (hereafter CONSULTANT) wherein CONSULTANT agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, on July 3, 2024, COUNTY and CONSULTANT entered into an Agreement for biological surveying, monitoring, and reporting for Temporary Bridge Removal and Permanent Bridge Placement on East Mountain Drive, for County Project No. 862357. This Original Agreement was made via Purchase Order No. CN9035 for a total amount of \$154,163 for term beginning on July 3, 2024 and a termination date no later than June 30, 2025.

WHEREAS, COUNTY required additional biological surveying, monitoring, and reporting services for County Project No. 862357 and entered into an additional Purchase Order, Order CO11090 for CN9035, to amend and increase the Original Agreement's Total Contract Amount to \$200,000.

WHEREAS, further services are required by CONSULTANTS for the biological surveying, monitoring, and reporting for County Project No. 862357 and the Parties desire to increase the Total Contract Amount to \$203,985.

WHEREAS, COUNTY and CONSULTANT desire to clarify and consolidate the terms and conditions of the Agreement in this Second Amendment.

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree that this Second Amendment hereby amends, cancels, nullifies, and supersedes Purchase Order Nos. CN9035 and CO11090 for CN9035 and the parties further agree as follows:

1. DESIGNATED REPRESENTATIVE

ARLANI HARRIS at phone number **(805) 400-2304** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **ARLANI HARRIS** at phone number **(805) 400-2304** is the authorized representative for CONSULTANT. Changes in designated representatives shall be made only after advance written notice to the other party. The designated COUNTY representative may also be referred to herein as the "Contract Administrator."

2. NOTICES

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

To COUNTY: **SANTA BARBARA COUNTY PUBLIC WORKS, TRANSPORTATION, 123 E ANAPAMU ST, SANTA BARBARA, CA 93101, KDURHAM@COUNTYOF SB.ORG**
To CONSULTANT: **FORDE BIOLOGICAL CONSULTANTS, 10664 PRESILLA ROAD, SANTA ROSA VALLEY, CA 93012, ARLANI.HARRIS@FORDEBIO.COM**

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

3. SCOPE OF SERVICES

CONSULTANT agrees to provide services to COUNTY in accordance with **Exhibit A** attached hereto and incorporated herein by reference.

4. PERFORMANCE PERIOD

- A. CONSULTANT shall commence performance on 07/03/2024 and end performance upon completion, but no later than 06/30/2025 unless otherwise directed by COUNTY or unless earlier terminated.
- B. The Director of Public Works, or designee, may extend the period of performance of this Agreement for up to a period of one year by giving written notice of extension to CONSULTANT.

5. COMPENSATION OF CONSULTANT

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION MANDATORY DISCLOSURE

- A. CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

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

9. TAXES

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

10. CONFLICT OF INTEREST

- A. CONSULTANT shall disclose in writing any financial, business, or other relationship with County that may have an impact upon the outcome of this Agreement, or any ensuing County construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing County construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.
- D. CONSULTANT hereby certifies that neither CONSULTANT, its employees, nor any firm affiliated with CONSULTANT providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. CONSULTANT further certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT, will bid on any construction subcontracts included within the construction contract. Additionally, CONSULTANT certifies that no person working under this Agreement is also employed by the construction contractor for any project included within this Agreement.
- F. Except for subcontractor whose services are limited to materials testing, no subcontractor who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

Unless otherwise specified in **Exhibit A**, CONSULTANT hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONSULTANT pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONSULTANT agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONSULTANT warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONSULTANT at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by CONSULTANT hereunder infringe upon intellectual or other proprietary rights of a third party, and CONSULTANT shall pay any

damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

All of County's property, documents, and information provided for CONSULTANT's use in connection with the services shall remain County's property, and CONSULTANT shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. CONSULTANT may use such items only in connection with providing the services. CONSULTANT shall not disseminate any County property, documents, or information without County's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

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

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

- A. County hereby notifies CONSULTANT that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONSULTANT agrees to comply with said ordinance.
- B. **Statement of Compliance California:**
 - 1) CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
 - 2) During the performance of this Agreement, CONSULTANT and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONSULTANT and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONSULTANT and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of

Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. **Federal Assurances:** CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended, and with the provisions contained in 49 CFR 21 through Appendix C and 23 CFR 710.405(b). During the performance of this Agreement, CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

- 1) Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by this reference and made a part of this Agreement.
- 2) Nondiscrimination: CONSULTANT or subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as recipient deems appropriate. CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection or retention of subcontractors, including procurement of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the regulations.
- 3) Solicitations for subcontractors, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONSULTANT for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONSULTANT of CONSULTANT's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- 4) Information and Reports: CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by COUNTY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to COUNTY, and shall set forth what efforts it has made to obtain the information.
- 5) Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, COUNTY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to CONSULTANT under this Agreement until CONSULTANT complies, and/or
 - b. Cancellation, termination or suspension of the Agreement in whole or in part.
- 6) Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

- 7) **Pertinent Non-Discrimination Authorities:** During the performance of this Agreement, the CONSULTANT, for itself, its assignees, and successors in interest (also referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- 2) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 3) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- 9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

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

- 1) **For Convenience**. County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONSULTANT shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
- 2) **For Nonappropriation of Funds**. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify CONSULTANT of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to

make payments with regard to the remainder of the term.

- 3) **For Cause.** Should CONSULTANT default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONSULTANT shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by CONSULTANT, unless the notice directs otherwise.
- B. **By Contractor.** Should County fail to pay CONSULTANT all or any part of the payment set forth in **Exhibit B**, CONSULTANT may, at CONSULTANT's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.
- C. Upon termination, CONSULTANT shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONSULTANT in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit CONSULTANT to retain. Notwithstanding any other payment provision of this Agreement, County shall pay CONSULTANT for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONSULTANT be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONSULTANT shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by CONSULTANT. In the event of a dispute as to the reasonable value of the services rendered by CONSULTANT, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of

any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

33. HANDLING OF PROPRIETARY INFORMATION

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

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

34. NEWS RELEASES/INTERVIEWS

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

35. FEDERAL AND STATE PREVAILING WAGE RATES

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

- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

36. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowable cost(s) of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super or Omni Circular)
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under applicable Federal Regulations, are subject to repayment by CONSULTANT to County.
- D. All subcontracts shall contain the above provisions.

37. SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between County and any subcontractor(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to County for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subcontractor(s) is an independent obligation from County's obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by County's designated representative, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONSULTANT by County.
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- E. Any substitution of subcontractor(s) must be approved in writing by County's designated representative prior to the start of work by the subcontractor(s).

38. SUBCONTRACTORS

CONSULTANT is not authorized to subcontract under this Agreement.

39. EQUIPMENT PURCHASES

- A. Prior authorization in writing, by County's designated representative shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by County's designated representative; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this Agreement is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONSULTANT may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by County and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County."

C. All subcontracts shall contain the above provisions.

40. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County's Deputy Director - Finance and Administration for Public Works.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by County will excuse CONSULTANT from full and timely performance, in accordance with the terms of this Agreement.
- D. CONSULTANT and subcontractor Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, County, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by County to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by County at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, County or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the County to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
 - 1) During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA, IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR (e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide and other applicable procedures and guidelines is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent

- (200%) -the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
 - 2) If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.
 - 3) If the CONSULTANT fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
 - 4) CONSULTANT may submit to County final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of County; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between County and the CONSULTANT, either as a prime or subcontractor, with the same fiscal period ICR.

41. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

42. PROHIBITION OF EXPENDING COUNTY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

- 1) No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

43. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

CONSULTANT shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C.

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

44. PROCUREMENT OF RECOVERED MATERIALS

CONSULTANT must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

45. SUSPENSION FOR CONVENIENCE

County may without cause, order CONSULTANT in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

46. DISADVANTAGE BUSINESS ENTERPRISE (DBE) REQUIREMENTS

- A. CONSULTANT or subcontractor shall take necessary and reasonable steps to ensure that DBEs have opportunities to participate in the contract (49 CFR 26). To ensure equal participation of DBEs provided in 49 CFR 26.5, The COUNTY shows a contract goal for DBEs. CONSULTANT shall make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

CONSULTANT shall meet the DBE goal shown elsewhere in this Agreement or demonstrate that they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possess the most specific available North American Industry Classification System (NAICA) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP date for each firm. A list of DBEs certified by the CUCP can be found at <https://ucp.dot.ca.gov/index2.jsp>.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

This AGREEMENT is subject to 49 CFR Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs". CONSULTANTS who enter into a federally-funded agreement will assist the COUNTY in a good faith effort to achieve California's statewide overall DBE goal.

- B. The goal for DBE participation for this AGREEMENT is 5%. Participation by DBE CONSULTANT or subcontractors shall be in accordance with information contained in **Local Assistance Procedure Manual Exhibit 10-O2, "Consultant Contract DBE Commitment,"** attached hereto and incorporated as part of the Agreement. If a DBE subcontractor is unable to perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the AGREEMENT goal, or by documenting adequate good faith efforts to meet the AGREEMENT goal. An adequate good faith effort means that the CONSULTANT must show that it took all necessary and reasonable steps to achieve a DBE goal that, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR Part 26 for guidance regarding evaluation of good faith efforts to meet the DBE goal.

D. Contract Assurance

Under 49 CFR 26.13(b):

CONSULTANT or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CONSULTANT shall carry out applicable requirements of 49 CFR 26 in the award and administration of federal-aid contracts.

Failure by the CONSULTANT to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying CONSULTANT from future proposing as non-responsible

E. Termination and Replacement of DBE Subcontractors

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONSULTANT obtains the COUNTY's written consent. CONSULTANT shall not terminate or replace a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 Consultant Contract DBE Commitment form, included in the Bid.

Termination of DBE Subcontractors

After execution of the Agreement, termination of a DBE may be allowed for the following, but not limited to, justifiable reasons with prior written authorization from the County:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.
3. Work requires a Professional license and listed DBE does not have a valid license under CONSULTANTs License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith or discrimination).
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. The COUNTY determines other documented good cause.

CONSULTANT must use the following procedures to request the termination of a DBE or portion of a DBE's work:

1. Send a written notice to the DBE of the CONSULTANT's intent to use other forces or material sources and include one or more justifiable reasons listed above. Simultaneously send a copy of this written notice to the LOCAL AGENCY. The written notice to the DBE must request they provide any response within five (5) business days to both the CONSULTANT and the LOCAL AGENCY by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur.
2. If the DBE does not respond within five (5) business days, CONSULTANT may move forward with the request as if the DBE had agreed to CONSULTANT's written notice.
3. Submit CONSULTANT's DBE termination request by written letter to the LOCAL AGENCY and include:
 - One or more above listed justifiable reasons along with supporting documentation;
 - CONSULTANT's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of CONSULTANT's written notice; and
 - The DBE's response to CONSULTANT's written notice, if received. If a written response was not provided, provide a statement to that effect.

The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE termination request within five (5) business days.

Replacement of DBE Subconsultants

After receiving the COUNTY's written authorization of DBE termination request, CONSULTANT must obtain the LOCAL AGENCY's written agreement for DBE replacement. CONSULTANT must find or demonstrate GFES to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment.

The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include:
 - a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
 - b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
 - Description of scope of work and cost proposal;
 - Proposed subcontract agreement and written confirmation of agreement to perform on the Contract; and
 - Revised Exhibit 10-O2: Consultant Contract DBE Commitment
2. If CONSULTANT has not identified a DBE replacement firm, submits documentation of CONSULTANT's GFES to use DBE replacement firms within seven (7) days of LOCAL AGENCY's authorization to terminate the DBE. CONSULTANT may request the LOCAL AGENCY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:
 - Search results of certified DBEs available to perform the original DBE work identified and or other work CONSULTANT had intended to self-perform, to the extent needed to meet DBE commitment
 - Solicitations of DBEs for performance of work identified
 - Correspondence with interested DBEs that may have included contract details and requirements • Negotiation efforts with DBEs that reflect why an agreement was not reached

- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as the LOCAL AGENCY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports CONSULTANT's GFE The LOCAL AGENCY shall respond in writing to CONSULTANT's DBE replacement request within five (5) business days.

F. Commitment and Utilization

The COUNTY's DBE program includes a monitoring and enforcement mechanism to ensure that DBE commitments reconcile to DBE utilization.

The CONSULTANT shall:

1. Notify the COUNTY's contract administrator or designated representative of any changes to its anticipated DBE participation;
2. Provide this notification before starting the affected work; and
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor;
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier; and
 - Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly Disadvantaged Business Enterprise Payment).

If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces and the corresponding value of the work.

If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify CONSULTANT in writing of the certification date. CONSULTANT shall submit the notifications to the COUNTY. On work completion, CONSULTANT shall complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY within 30 days of contract acceptance.

Upon work completion, CONSULTANT shall complete Exhibit 17-F Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within 90 days of contract acceptance. The COUNTY will withhold \$10,000 until the form is submitted. The COUNTY will release the withhold upon submission of the completed form.

The COUNTY's reports of DBE participation to Caltrans, include both commitments and attainments.

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT, as set forth in 49 CFR § 26.55.
- J. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONSULTANT's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subcontractor is decertified during the life of the AGREEMENT, the decertified subcontractor shall notify CONSULTANT in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the AGREEMENT, the subcontractor shall notify CONSULTANT in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
- L. CONSULTANT must submit Local Assistance Procedures Manual Exhibit 9-P, 'Disadvantaged Business Enterprise (DBE) Running Tally of Payments,' no later than the 15th day of the month following the month of any payment(s). The COUNTY must email a copy to DBE.Forms@dot.ca.gov before the end of the month after receiving the Exhibit 9-P from CONSULTANT.

- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

47. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONSULTANT hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

48. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to County for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or County governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. County has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

49. SAFETY

- A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code § 591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

50. PROMPT PAYMENT FROM THE COUNTY TO CONSULTANT

The County shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONSULTANT on a professional service contract. If the County fails to pay promptly, the County shall pay interest to the CONSULTANT, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the County shall act in accordance with both of the following:

- a. Each payment request shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- b. Any payment request determined not to be a proper payment request suitable for payment shall be returned to County as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

51. PROHIBITION ON CERTAIN TELECOMM PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- A. CONSULTANT is prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- F. See Public Law 115-232, section 889 for additional information.
- G. See also 2 CFR § 200.471.

52. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

CONSULTANT SIGNATURE PAGE

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

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

CONSULTANT:

Contractor Contact Name	Tessa Anderson	License No.	1313141
Contractor Name	Forde Biological Consultants	Business Type:	Partnership
Contractor Street Address	10664 Presilla Road	Contact Email	tessa.anderson@fordebio.com
Contractor City, State, Zip	Santa Rosa Valley, CA 93012	Contact Phone	(425) 279-3149

By: Tessa Anderson
Authorized Representative

Date: 5/20/25

COUNTY SIGNATURE PAGE

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

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: Sheila da Guerra
Deputy Clerk

COUNTY OF SANTA BARBARA:

Laura Capps

By: [Signature]
Chair, Board of Supervisors

Date: 6-24-25

RECOMMENDED FOR APPROVAL:

Chris Sneddon
Director of Public Works

By: Chris Sneddon
Department Head

Date: 5/29/2025 | 10:39 AM PDT

APPROVED AS TO FORM:

Greg Milligan
Risk Manager

By: Greg Milligan
Deputy

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: Shauna Jorgensen
Deputy

APPROVED AS TO FORM:

Racheal Van Mullem
County Counsel

By: Ashley Flood
Deputy County Counsel

Exhibit A – Statement of Work

FORDE BIOLOGICAL CONSULTANTS shall be the individual(s) personally responsible for providing all services hereunder. CONSULTANT may not substitute other persons without the prior written approval of County's Designated Representative.

CONSULTANT shall perform the scope of work in the Environmental Professional Services Proposal dated June 6, 2024 and attached hereto as **Exhibit A-1**, as amended by **Exhibit A-2**, attached hereto and incorporated by reference.

Environmental Professional Services Proposal

Biological Surveying and Construction Monitoring for
Santa Barbara County Project No. 862357

Temporary Bridge Removal & Permanent Bridge
Placement on East Mountain Drive in Montecito, CA

Prepared By:

FORDE BIOLOGICAL CONSULTANTS

10664 Presilla Road

Santa Rosa Valley, CA 93012

Tel: (805) 400-2304

Email: rfp@fordebio.com

Date Prepared: 6/6/2024

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1. Transmittal Letter

1. Transmittal Letter

To: Kalani Durham

County of Santa Barbara

Public Works Department – Transportation Division

123 East Anapamu Street

Santa Barbara, CA 93101

June 6, 2024

Dear Kalani Durham,

Forde Biological Consultants (Forde) is pleased to submit this proposal in response to the Request for Proposals (RFP) for biological surveying and construction monitoring for Santa Barbara County project number 862357, temporary bridge removal, and permanent bridge replacement on East Mountain Drive in Montecito, California.

Forde is a Disadvantaged Business Enterprise (DBE), Women Minority Business Enterprise (WMBE) and small business (SB). Forde has the necessary resources and experienced staff needed to complete this project successfully. Andrew Forde and Mira Falicki will serve as the Designated and Avian Biologists. Biologists Monique Cagan, Rebecca Clarke, Olivia Feito, Sarah Maddocks, and Seana Leary will support the Designated and Avian Biologists in surveying and monitoring as needed. Miranda Anocibar will be the Project Manager and primary point of contact.

We are dedicated to the successful completion of this project and are excited about the opportunity to collaborate with Santa Barbara County (the County). Our team is committed to assisting the County in conserving nesting birds, protecting sensitive species, and mitigating the spread of invasive plants.

As the Managing Partner of Forde, I am fully authorized to negotiate and contractually bind Forde with the County. We are confident that we will meet the County's needs for biological surveying and monitoring and we are prepared to communicate effectively with the County and California Department of Fish and Wildlife (CDFW).

Thank you for considering our proposal. We look forward to the opportunity to work with you. Miranda Anocibar can be reached via email at Miranda.anocibar@fordebio.com or by phone at 1-805-400-2293. Please feel free to contact her if you have any questions or would like additional information.

Sincerely,



From: Catherine Forde

Managing Partner

10664 Presilla Road,

Santa Rosa Valley, California, 93012

2. Contractor Information, Qualifications & Experience

Following are three project examples that Forde has completed:

Sealaska Constructors - 22-0015 Repair Erosion Santa Ynez Road

- a) Contracting agency: Sealaska Constructors LLC
- b) Contracting agency Project Manager: Chris Pearson
- c) Contracting agency contact information: chris.pearson@sealaska.com
- d) Contract amount: \$28,580.00
- e) Funding source(s): Sealaska Constructors LLC
- f) Date of contract: August 15, 2022
- g) Date of completion: April 24, 2024
- h) Contractor Project Manager and contact information: Ashley Lobos/
ashley.lobos@fordebio.com
- i) Project objective
 - a. The purpose of the project was to repair an eroded storm drain pipe that was damaged during a wildfire and subsequently further damaged during rain events.
- j) Project description
 - a. The repair involved excavating and filling the eroded area with soil from nearby borrow pits to return it to the adjacent grade, installing a new storm drain pipe, and hydroseeding the surrounding area. Forde conducted preconstruction surveys for California red-legged frogs (CRLF) and Lompoc yerba santa, compiled a plant inventory, and performed construction monitoring for rare plants and CRLF. Forde summarized these activities in a letter report.
- k) Project outcome
 - a. The crew successfully repaired the storm drain and hydroseeded the area with no disturbance to Lompoc yerba santa.

Stantec – Vegetation Program Management

- a) Contracting agency: Stantec Consulting Services Inc.
- b) Contracting agency Project Manager: Wendy Maline, Contract/Program Manager
- c) Contracting agency contact information: wendy.maline@stantec.com
- d) Contract amount: \$200,000
- e) Funding source(s): Stantec Consulting Services Inc.
- f) Date of contract: 6/26/2023
- g) Date of completion: 11/01/2023
- h) Contractor Project Manager and contact information: Seana Leary/
Seana.leary@fordebio.com
- i) Project objective
 - a. The project goal was to manage and perform biological services for routine line clearing to achieve fire safety for telephone pole lines.
- j) Project description
 - a. Crews used weed whackers, mowers, and hand tools to trim vegetation under and adjacent to telephone pole lines. Forde assisted the project by scheduling staff, acting as point of contact for biologists and reporting resources observed and survey results to Stantec. Biologists on site performed pre-construction surveys and monitored construction activities.
- k) Project outcome

- a. Biologists surveyed and monitored nesting birds, rare plants, invasive plants, and other special-status species. Admin successfully managed and scheduled biologists in the field and successfully communicated results and observations with Stantec.

Agua Mansa Commerce Park

- a) Contracting agency: Langan Engineering and Environmental Services, Inc.
- b) Contracting agency Project Manager: Robert Johnston
- c) Contracting agency contact information: 949-561-9200
- d) Contract amount: \$51,065.00
- e) Funding source(s): Langan Engineering and Environmental Services, Inc.
- f) Date of contract: September 11, 2020
- g) Date of completion: July 29, 2022
- h) Contractor Project Manager and contact information: Catherine Forde/catherine@fordebio.com
- i) Project objective
 - a. The purpose of this project was to turn the former 302-acre Riverside Cement facility, which mined and produced cement, into an Industrial Park, Business Park, and Open Space.
- j) Project description
 - a. The project involved demolishing the former concrete plant, grading and filling the area, and constructing new buildings. Forde performed an initial Biological Assessment and conducted daily pre-construction surveys and monitoring for nesting birds and other special-status species. When active nests or sensitive species were found biologists delineated a buffer for construction and documented them on the Field Maps app. Daily field notes were sent to the Designated Biologist from Langan
- k) Project outcome
 - a. Forde's involvement in the project was during a portion of its execution, and the project was still in progress at that time. Therefore, the final outcome is undetermined. During Forde's involvement, many raptors were observed nesting on site, including American Kestrels, Barn Owls, Red Tail Hawks. A male Least Bell's Vireo with a bachelor nest was also observed prompting noise monitoring. No resources were disturbed during Forde's time on site.

3.Organization and Approach

Roles and Organization of Proposed Team

Project Manager

Miranda Anocibar will be the Project Manager for this project. She has managed, administered, and coordinated work, including quality assurance and quality control. She communicates with the client, keeps the client informed of schedule or budget changes. For necessary communications, she schedules meetings through Teams, proposes agendas, and takes notes for documentation and visibility. Miranda has been a manager for over a year and a Wildlife Biologist for over three years. She has managed large utility projects in Southern California and co-written Biological Assessments for the cities of Malibu, Ventura, and Los Angeles.

Designated and Avian Biologist

For this project, Andrew Forde and Mira Falicki will serve as Designated and Avian Biologists. Andrew Forde has over twenty years working as a Principal Biologist and Mira Falicki has three years working as a Wildlife Biologist. Andrew Forde and Mira Falicki are both permitted for California Red Legged Frog (CRLF). Both have experience in Southern California surveying nesting birds, sensitive species, and invasive plants, conducting tailboards with crews, performing construction monitoring, and summarizing results in reports.

Avian Biologists

Forde has four highly qualified biologists available for support as Avian Biologists: Monique Cagan, Rebecca Clarke, Olivia Feito, and Seana Leary. All have experience in Southern California surveying nesting birds, sensitive species, and invasive plants, conducting tailboards with crews, performing construction monitoring, and summarizing results in reports.

Team and scope of work management

Project Initiation and Planning

1. Kickoff Meeting: Hold an initial meeting with the County to understand project scope, objectives, and requirements.
2. Stakeholder Identification: Identify all stakeholders, including County officials, regulatory bodies, local communities, and subcontractors.
3. Scope Definition: Clearly define the project scope, including specific environmental compliance requirements, timelines, and deliverables.
4. Resource Allocation: Assign a project manager and key team members with relevant expertise in regulatory compliance, biology, and environmental science.
5. Risk Assessment: Conduct a comprehensive risk assessment to identify potential challenges and develop mitigation strategies.

Regulatory Compliance Strategy

1. Regulatory Review: Thoroughly review all relevant federal, state, and local environmental regulations and guidelines.
2. Permitting Plan: Develop a detailed permitting plan, identifying all necessary permits and approvals required for the project.
3. Compliance Checklist: Create a compliance checklist to ensure all regulatory requirements are met throughout the project lifecycle.

Environmental Assessments and Surveys

1. Pre-construction Surveys: Conduct baseline environmental surveys (e.g., flora and fauna assessments, habitat evaluations, and water quality testing).
2. Impact Analysis: Perform environmental impact assessments (EIAs) to identify potential impacts on natural resources and develop mitigation measures.
3. Monitoring Plan: Develop/implement a monitoring plan to track environmental conditions during and after construction.

Community and Stakeholder Engagement

1. Stakeholder Communication: Maintain regular communication with stakeholders, providing updates on project progress and addressing any concerns.

Project Execution

1. Construction Oversight: Assign designated biologists and environmental specialists to oversee construction activities and ensure compliance with environmental regulations.
2. Daily Monitoring: Implement daily monitoring protocols for sensitive species and habitats, adjusting construction activities as needed to minimize impacts.
3. Tailgate Training: Conduct regular tailgate training sessions for construction workers to ensure they are aware of environmental compliance requirements.

Documentation and Reporting

1. Compliance Reporting: Prepare and submit regular compliance reports to the County and other regulatory agencies, documenting all mitigation measures and monitoring results.
2. Incident Reporting: Establish a protocol for reporting any environmental incidents or non-compliance issues, including immediate corrective actions.
3. Final Report: Compile a comprehensive final report summarizing all project activities, monitoring results, and compliance outcomes.

Post-Construction Activities

1. Site Restoration: Ensure that all disturbed areas are restored to their natural state, following best practices for habitat restoration.
2. Long-term Monitoring: Implement long-term monitoring programs to track the recovery of the environment and the effectiveness of mitigation measures.
3. Feedback and Improvement: Conduct a post-project review to gather feedback from stakeholders and identify areas for improvement in future projects.

Key Considerations

1. Adaptive Management: Be prepared to adapt the project management approach based on real-time monitoring data and feedback from stakeholders.
2. Collaboration and Coordination: Foster a collaborative working relationship with all project stakeholders to ensure smooth project execution and compliance.
3. Transparency and Accountability: Maintain transparency in all project activities and hold all team members accountable for their roles in ensuring regulatory compliance.

This structured approach ensures that Forde can effectively manage regulatory compliance for the public works project while minimizing environmental impacts and fostering positive community relations.

Staff Roles and Resumes

Forde and all employees are committed to staying on this project for its entire duration. Resumes detailing the experience of the Project Manager and Biologists are included in Attachment A.

4.Statement of Work

Scope of work

The scope of work includes conducting pre-construction surveys to identify invasive plants, nesting birds, and sensitive species. Biologists will perform construction monitoring for any positive results observed and regularly visit the site to give tailboards and resurvey the site for sensitive resources. Biologists will also document positive and negative findings in the form of daily field notes and reports and send them to CDFW and the County. The following assumptions are included in the

hour calculation in the Resource Allocation Matrix: Biologists are expected to be on site for eight hours and are allocated thirty minutes of report time a day. Pre-construction surveys will occur on a minimum of four days and will take eight hours. Construction monitoring will occur Monday through Friday from 7/29/2024 to 11/30/2024. The Project Manager will spend an average of fifteen minutes per day on QA/QC every day a biologist is on site.

Project Deliverables

Biologists will document and send positive and negative results along with detailed field notes from surveys and monitoring events to CDFW and the County.

Cost control and budgeting methodology

Initial Budget Planning

1. Comprehensive Budget Development: Develop a detailed budget at the project initiation stage, covering all anticipated costs including personnel, equipment, permits, surveys, monitoring, and reporting.
2. Cost Estimation Techniques: Use a combination of analogous estimating (based on similar past projects) and bottom-up estimating (summing costs of individual activities) to ensure accuracy.
3. Contingency Reserves: Include contingency reserves to cover unexpected expenses or risks identified during the risk assessment phase.

Cost Control Tools and Techniques

1. Work Breakdown Structure (WBS): Create a WBS to break the project into smaller, manageable components, each with associated costs. This helps in tracking expenses against specific tasks and deliverables.
2. Project Management Software: Utilize project management software to plan, track, and manage project budgets and expenditures in real-time.
3. Earned Value Management (EVM): Implement EVM to measure project performance and progress. Key EVM metrics include:
 - a. Planned Value (PV): Budgeted cost for work planned.
 - b. Actual Cost (AC): Actual cost incurred for work performed.
 - c. Earned Value (EV): Budgeted cost for work actually performed.

Budget Tracking and Reporting

1. Regular Budget Reviews: Conduct regular budget reviews (weekly or bi-weekly) to compare actual expenditures against the budget. This helps in identifying any variances early and taking corrective actions.
2. Variance Analysis: Perform variance analysis to understand the reasons behind budget deviations. Focus on both cost and schedule variances to maintain overall project control.
3. Monthly Financial Reports: Prepare and distribute monthly financial reports to stakeholders, detailing current expenditures, remaining budget, and any variances.

Cost Control Measures

1. Change Control Process: Implement a formal change control process to manage changes in project scope, schedule, or costs. Any changes must be reviewed and approved before implementation.

2. **Cost-Benefit Analysis:** For any proposed changes or unexpected costs, conduct a cost-benefit analysis to evaluate the impact on the overall project budget and objectives.
3. **Resource Optimization:** Optimize resource allocation by ensuring that personnel and equipment are used efficiently. Avoid resource overallocation or underutilization.

Risk Management Integration

1. **Risk Tracker:** Maintain a risk tracker that includes potential cost-related risks, their likelihood, impact, and mitigation strategies.
2. **Risk Mitigation Budget:** Allocate a specific budget for risk mitigation activities identified during the risk assessment phase.

Communication and Collaboration

1. **Stakeholder Engagement:** Maintain regular communication with all stakeholders, providing updates on budget status, risks, and any required change approvals.
2. **Team Collaboration:** Foster a collaborative environment where team members are encouraged to promptly identify potential cost-saving opportunities and report any concerns regarding budget overruns.

Post-Project Evaluation

1. **Cost Performance Review:** Conduct a thorough review of cost performance at the project closeout. Compare final expenditures with the initial budget and analyze reasons for any significant deviations.
2. **Lessons Learned:** Document lessons learned regarding budget management and cost control. Use this information to improve budgeting practices for future projects.

Key Considerations

1. **Transparency:** Ensure transparency in all budgeting and cost control processes to build trust with stakeholders and facilitate informed decision-making.
2. **Proactive Management:** Proactively manage costs by promptly identifying potential issues and taking corrective actions.
3. **Flexibility:** Maintain flexibility to adapt to changes while keeping a firm grip on cost control measures to ensure project success within budget.

This methodology provides a structured approach to managing costs and budgeting, ensuring that Forde can deliver the public works project for the County efficiently and within budget.

5.Scheduling

The Gantt chart is included as Attachment B.

8.Conflict of Interest

Forde does not have a conflict of interest in performing this work. Forde, or any employees of Forde, do not have any financial, business or other relationship with the County that may have an impact upon the outcome of this agreement. Forde does not have any clients who may have a financial interest in the outcome of this agreement. If awarded this contract, we will refrain from and disclose subsequent potential conflicts throughout the performance period.

9.Litigation

Forde is not involved with any litigation in connection with prior projects.

10.Agreement for Services of Independent Contractor

The signed Agreement for Services of Independent Contractor is included as Attachment C.

11.Contract Information Sheet

The completed Contractor Information Sheet is included as Attachment D.

12.Disadvantaged Business Enterprise (DBE) Information

Exhibit 10-O1 Contractor Proposal DBE Commitment is included as Attachment E.

Miranda Anocibar (30hrs x \$230): **\$6,900**

Designated and Avian Biologist - Andrew Forde (112.16hrs x \$250): **\$28,040**

Designated and Avian Biologist - Mira Falicki (103.63hrs x \$250): **\$25,907**

Avian Biologist - Rebecca Clarke (99.13hrs x \$220): **\$21,808**

Avian Biologist - Olivia Feito (99.13hrs x \$180): **\$17,843**

Avian Biologist - Monique Cagan (99.13hrs x \$180): **\$17,843**

Avian Biologist – Seana Leary (99.13hrs x \$220): **\$21,808**

ESTIMATED TOTAL: \$140,150.00

Assumptions

- The total cost is calculated based on standard hourly billing rates. In instances where work exceeds standard hours, overtime rates will apply. These rates will be calculated in accordance with the agreed upon overtime billing rates specified in this contract.
- Total survey/monitoring event costs will be contingent on project schedule and total number of required events.

7. Cost Proposal

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/ Classification			Hourly Billing Rates			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate	% or \$ Increase	Hourly Range (Classifications Only)
Name	Job Title	Classification	Straight	OT (1.5x)	OT (2x)	From	To			
Andrew Forde	Principal Biologist	Designated Biologist	\$250.00	\$375.00	\$500.00	7/1/2024	11/30/2024	\$250.00	0.0%	Not Applicable
Miranda Anocibar	Assistant Project Manager	Project Manager	\$230.00	\$345.00	\$460.00	7/1/2024	11/30/2024	\$230.00	0.0%	Not Applicable
Seana Leary	Staff Biologist II	Avian Biologist	\$220.00	\$330.00	\$440.00	7/1/2024	11/30/2024	\$220.00	0.0%	Not Applicable
Rebecca Clarke	Staff Biologist II	Avian Biologist	\$220.00	\$330.00	\$440.00	7/1/2024	11/30/2024	\$220.00	0.0%	Not Applicable
Mira Falicki	Staff Biologist III	Designated Biologist	\$250.00	\$375.00	\$500.00	7/1/2024	11/30/2024	\$250.00	0.0%	Not Applicable
Olivia Feito	Staff Biologist I	Avian Biologist	\$180.00	\$270.00	\$360.00	7/1/2024	11/30/2024	\$180.00	0.0%	Not Applicable
Monique Cagan	Staff Biologist I	Avian Biologist	\$180.00	\$270.00	\$360.00	7/1/2024	11/30/2024	\$180.00	0.0%	Not Applicable

Attachment A: Resumes

Staff Resumes

Name	Requested Role(s) ¹	Species/Resource(s)
Miranda Anocibar	Project Manager	<ul style="list-style-type: none"> Amphibians including California red-legged frog and pacific chorus frog etc. Nesting Birds including Cooper's Hawk & California towhee etc. Reptiles including coast range newt and two striped garter snake etc.
Andrew Forde	Designated biologist/ Avian biologist/Biological Monitor	<ul style="list-style-type: none"> Amphibians including California red-legged frog and pacific chorus frog etc. Mammals including Townsen's bigeared bat and striped skunk etc. Nesting Birds including Cooper's Hawk & California towhee etc. Reptiles including coast range newt and two striped garter snake etc.
Mira Falicki	Designated biologist/Avian biologist/ Biological monitor	<ul style="list-style-type: none"> Amphibians including California red-legged frog and pacific chorus frog etc. Mammals including Townsen's bigeared bat and striped skunk etc. Nesting Birds including Cooper's Hawk & California towhee etc. Reptiles including coast range newt and two striped garter snake etc.

Name	Requested Role(s) ¹	Species/Resource(s)
Rebecca Clarke	Avian biologist/Biological monitor	<ul style="list-style-type: none"> • Amphibians including California red-legged frog and pacific chorus frog etc.
		<ul style="list-style-type: none"> • Mammals including Townsen's bigeared bat and striped skunk etc. • Nesting Birds including Cooper's Hawk & California towhee etc. • Reptiles including coast range newt and two striped garter snake etc.
Olivia Feito	Avian biologist/Biological monitor	<ul style="list-style-type: none"> • Amphibians including California red-legged frog and pacific chorus frog etc. • Mammals including Townsen's bigeared bat and striped skunk etc. • Nesting Birds including Cooper's Hawk & California towhee etc. • Reptiles including coast range newt and two striped garter snake etc.
Monique Cagan	Avian biologist/Biological monitor	<ul style="list-style-type: none"> • Amphibians including California red-legged frog and pacific chorus frog etc. • Mammals including Townsen's bigeared bat and striped skunk etc. • Nesting Birds including Cooper's Hawk & California towhee etc. • Reptiles including coast range newt and two striped garter snake etc.

Seana Leary	Avian biologist/Biological monitor	<ul style="list-style-type: none"> • Amphibians including California red-legged frog and pacific chorus frog etc. • Mammals including Townsen's bigeared bat and striped skunk etc. • Nesting Birds including Cooper's Hawk & California towhee etc. • Reptiles including coast range newt and two striped garter snake etc.
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Name: Miranda Anocibar

Title: Assistant Project Manager/Wildlife Biologist

Company: Forde Biological Consultants

Info: miranda.anocibar@fordebio.com (805)-400-2293

Degree: M.S. Environmental Studies, California State University, Fullerton

Length of Employment at Forde: 3 years

Environmental Services, SCE Operations & Maintenance, & Routine Line Clearing Programs, California, April 2021 - Present

The project manager is responsible for contract management, relaying survey, monitoring and documentation protocol from the prime to the biologists. Overseeing project coordinators in scheduling biologists. The project manager assists biologists with protocol and biological observation questions and relays staff experience and changes, safety issues/incidents, environmental events and any other important information to Primes.

The biologist is responsible for conducting pre-construction biological resource, reptile, amphibian, bird, nest, and special-status species surveys for SCE's Line Clearing and their Operations and Maintenance programs throughout their service area. Special-status species that the biologist has surveyed for and/or monitored include desert tortoise, San Bernardino kangaroo rat, San Bernardino mountain kingsnake, least Bell's vireo, southwestern willow flycatcher, California gnatcatcher, and burrowing owl, among others. The biologist uses GPS, Survey123, Field Maps, Collector, and other mapping tools to document survey results and convey other information for report production. The biologist also monitors streams, wetlands, protected trees, protected habitats, sensitive habitats, nesting birds, and special-status species during program activities. While

monitoring, the biologist participates in tailboard meetings to discuss scope of work and to present any environmental conditions that maintenance and construction crews must comply.

Moorpark-Pardee #4, SCE, Moorpark, Ventura County, April 2021 – August 2021 The biologist conducted general pre-construction biological resource surveys, reptile surveys, amphibian surveys, bird surveys, nest surveys, and special-status species surveys in support of SCE's upgrade of the Moorpark-Pardee #4 Transmission Line, which ran parallel to and crossed the Santa Clara River in several locations. Special-status species that the biologist surveyed for and/or monitored included southern California black walnut, short-joint beavertail, slender mariposa lily, club-haired mariposa lily, Los Angeles sunflower, San Fernando Valley spineflower, arroyo toad, western spadefoot, least Bell's vireo, southwestern willow flycatcher, western yellow-billed cuckoo, California gnatcatcher, burrowing owl, and white-tailed kite, among others. During surveys and monitoring the biologist heard and observed least Bell's vireo, California gnatcatcher, white-tailed kite, and golden eagle. They observed nests of least Bell's vireo and white-tailed kite, among many others. They also observed short-joint beavertail, slender mariposa lily, and San Fernando Valley spineflower. The biologist used GPS, Survey123, Field Maps, Collector, and other mapping tools to document survey results and convey other information for report production. The biologist also monitored streams, wetlands, protected trees, protected habitats, sensitive habitats, nesting birds, and a variety of specialstatus species during construction activities. While monitoring, the biologist participated in tailboard meetings to discuss scope of work and present environmental conditions and any findings to construction crews.

Biological Resource Surveys & Monitoring, Agua Mansa Commerce Park, Jurupa Valley, Riverside County, April 2021 – August 2022

The biologist conducted reptile surveys, amphibian surveys, bird surveys, nest surveys, special-status species surveys, and general pre-construction biological resource surveys in support of activities at a 300-acre site known as Agua Mansa Commerce Park. Special-status species surveys included southern California legless lizard, burrowing owl, and bats. Southern California legless lizard and burrowing owl were not observed. Nests observed included common raven, American crow, barn owl, American kestrel, red-tailed hawk, Anna's hummingbird, Allen's hummingbird, least Bell's vireo, cliff swallow, Bewick's wren, rock wren, black phoebe, and Says phoebe, and many others. In addition to hearing and observing least Bell's vireo, the biologist observed a nest under construction and an older nest from a previous year. The biologist also monitored noise levels to ensure levels did not exceed project parameters. Bat surveys included direct inspection for bats and their roosts in trees and large, cavernous concrete structures and visual and acoustical emergence surveys. Bats observed and/or acoustically detected included California myotis, Yuma myotis, canyon bat, Mexican free-tailed bat, and silver-haired bat. The biologist also observed numerous roost sites of these species. The biologist also assisted with active and passive relocation of bats and monitored biological resources while crews removed non-native trees, demolished an old concrete production plant, conducted remediation activities, graded the property, and constructed new warehouses.

Southern California Gas Company, Pipeline Replacement, Santa Ana River, California, August 2021 Biologist conducted a pre-construction survey for least Bell's vireo. She heard and

observed a male during the survey but determined that it wasn't nesting within the project limits or its accolated buffer zone.

Orange County Water District, Norco, California, 2019 - 2020

Assisted with surveys and data collection for research projects on least Bell's vireos, red-sided garter snakes, nesting birds and bats, and inputted data into computer databases. Conducted weekly nest monitoring for least terns, forster terns, tree swallows and wood ducks. Used adaptive management skills to monitor irrigation and plants at four, two-acre mitigation sites. Contributed to writing management reports by making graphs and tables using Microsoft products.

The Conservation Volunteers, Lavender Pond, London, England, January - April 2019

Built and monitored habitats for local birds and insects. Worked with traditional tools to clear trails, cut weeds, and manage plants to create a welcoming and safe environment. Designed graphics to promote events and increase visitation. Assisted in executing events.

Name: Andrew Forde

Title: Principal Biologist

Company: Forde Biological Consultants

Info: andrew@fordebio.com (805) 302-7157

Degree: B.S. Biology, St. Andrews University, St Andrews, Scotland, 1997

Length of Employment at Forde: 19 years

Permits: 10(a)(1)(A) Federal Fish and Wildlife Permit, TE-062907-8

Take Authorizations: Southwestern willow flycatcher (survey, locate & monitor nests), Western yellow-billed cuckoo (survey, locate & monitor nests), and California gnatcatcher (survey, locate & monitor nests).

CDFW Scientific Collectors Permit SCP-3750

Take Authorizations: Southwestern willow flycatcher (survey, locate & monitor nests), Western yellow-billed cuckoo (survey, locate & monitor nests), and California gnatcatcher (survey, locate & monitor nests), Brown-headed cowbird (trap and sacrifice).

Federal Bird Marking Permit 23529 (inactive) authorizes capture, banding, and marking of southwestern willow flycatcher.

Relevant Workshops:

Aquatic & Semi-Aquatic Species

California Red-Legged Frog Level 2, The Wildlife Project, February 2023 - present
Special-Status Amphibians of California, Conservación de Fauna del Norestre, Baja California, April 2023

Rare Pond Species Survey Techniques, Laguna de Santa Rosa Foundation, Santa Rosa, CA, March 2023

California Tiger Salamander, Laguna de Santa Rosa Foundation, Santa Rosa, CA, March 2023

California Red-Legged Frog Level I, The Wildlife Project, July 2022

Central Coast Declining Aquatic & Semi- Aquatic Species, The Wildlife Society, San Luis Obispo County, CA, April 2022.

Special-Status Amphibians of California, Conservación de Fauna del Norestre, Baja California, Mexico, April 2022

Sensitive Amphibians, The Wildlife Society, 2003

Reptile Training

Rare Pond Species Survey Techniques, Laguna de Santa Rosa Foundation, Santa Rosa, CA, March 2023

Special-Status Reptiles of California, Conservación de Fauna del Noroeste, Baja California, April 2023

Special-Status Reptiles of California, Conservación de Fauna del Noroeste, Baja California, April 2022

Giant Garter Snake, The Wildlife Society, 2003

Sensitive Reptiles, The Wildlife Society, 2003

Specialized Avian Training

Southwestern Willow Flycatcher, Southern Sierra Research Group, Kern River Preserve, CA, May 2002,2004,2019,2022

Bird Vocalizations & Behaviors, Western Foundation of Vertebrate Zoology, Ventura County, CA, April 2022

Breeding Birds of Ventura County, Western Foundation of Vertebrate Zoology, Camarillo, April-May 2019

Western Yellow-Billed Cuckoo, Southern Sierra Research Station, Kern River Preserve, CA, June 2012

Bird Banding & Species Identification, Ventura Wilderness Sanctuary, Monterey County, CA. 1998

Specialized Bat Training

Bat Ecology & Handling Techniques, The Wildlife Society, Camp Roberts, CA. 2019

Bat Capture & Acoustical Survey Methods, Bat Conservation International, Arizona, May 2012 Bat Ecology, Survey Techniques, & Guidelines, National Trust for Scotland, Ayrshire, Scotland, August 2012

Bat Capture & Handling, National Trust for Scotland, Threave Estate, Scotland August 2012

Bat Conservation & Management, Bat Conservation International, Arizona, May 2012

Bat Ecology & Identification, The Wildlife Society, August 2004

Bat Ecology, Identification, & AN ABAT, M O "Farrell & C. Cot ben, Utah, June 2004

Relevant Project Experience:

Environmental Services, SCE Operations & Maintenance, & Routine Line Clearing Programs, California, August 2014 - present

The biologist conducts general pre-construction biological resource surveys, nest surveys, and special-status species surveys and monitors resources in support of SCE's Line Clearing and their Operations and Maintenance programs throughout their service area. Special-status species observed, heard, or otherwise detected during surveys and monitoring activities include arroyo toad (100+ hrs.), California red-legged frog (100+ hrs.), least Bell's vireo (100+ hrs.), southwestern willow flycatcher (100+ hrs.), California gnatcatcher (1000+ hrs.), and burrowing owl (100+ hrs.), among others.

Moorpark-Pardee #4, Southern California Edison, Ventura County, CA., March 2020 – August 2021

The biologist conducted general pre-construction biological resource surveys, nest surveys, and special-status species surveys and monitored resources during SCE's upgrade of the Moorpark-Pardee #4 Transmission Line, which ran parallel to and crossed the Santa Clara River in several locations. Special-status species observed, heard, or otherwise detected during surveys and monitoring included short-joint beavertail, slender mariposa lily, club-haired mariposa lily, San Fernando Valley spineflower, western spadefoot, least Bell's vireo (1000+ hrs.), southwestern willow flycatcher (1000+ hrs.), California gnatcatcher (1000+ hrs.), white-tailed kite (1000+ hrs.), and golden eagle (1000+ hrs.), among others. Nests observed included least Bell's vireo, California gnatcatcher, and white-tailed kite, among many others. The biologist also monitored streams, wetlands, protected trees, protected habitats, sensitive habitats, nesting birds, and a variety of special-status species during construction activities. While monitoring, the biologist participated in tailboard meetings to discuss scope of work and present environmental conditions and any findings to construction crews.

Topanga Lagoon Bank Stabilization & Restoration, Topanga, Los Angeles County, CA, May 2012 - October 2012

The project included stabilization of the south bank at Topanga Creek and Topanga Lagoon south of Pacific Coast Highway. Mr. Forde monitored construction activities to ensure compliance with conditions set for the project and protection of biological resources including tidewater goby and steelhead trout.

San Diego Gas & Electric, Yuma County, AZ - Imperial County, CA, March - April 2008

Mr. Forde conducted preconstruction surveys for desert tortoise, flat-tailed horned lizard, burrowing owl, and monitored road maintenance activities along a 20-mile right of way, paralleling the US/Mexican international border Mexico, between Yuma, AZ, and El Centro, CA.

Name: Mira Falicki

Title: Wildlife Biologist

Company: Forde Biological Consultants

Info: mira.falicki@fordebio.com (925) 381-8483

Degree: B.S. Biological Sciences, University of California, Santa Barbara, 2020

Length of Employment at Forde: 3 years

Permits: California red-legged frog and terrestrial California tiger salamander PER1628411

Relevant Workshops:

Specialized Reptile Training

California Special-Status Reptile Species. Baja California, The Wildlife Project/Fauno del Noroeste, May 2023

Reptiles of the Sierra Nevada, San Francisco State University, July 2022

Pond Turtle Nesting, The Wildlife Project, Martinez, C A, June 2022

Rare Pond Species Survey Techniques (Western Pond Turtle), Laguna de Santa Ros Foundation, March 2022

California Special-Status Reptile Species, Baj California, The Wildlife Project/Fauno del Noroeste, May 2023

Specialized Amphibian Training

California Special-Status Amphibian Species, Baja California, The Wildlife Project/Fauno del Noroeste, May 2023

Arroyo Toad, The Wildlife Society, Rancho Mission Viejo Preserve, Orange County, CA., April 2023

Foothill Yellow-legged Frog Level H, The Wildlife Project, CA, March 2022 - April 2023

California Tiger Salamander Ecology, Laguna de Santa Rosa, Sonoma County, CA Match 2023.

California Red-legged Frog Level II. The Wildlife Project.. CA, February 2022 - November 2022

Amphibians of the Sierra Nevada, San Francisco State University, July 2022

Ecology of the California Tiger Salamander, The Coastal Training Program, Elkhorn Slough, CA, May 2022

Rare Pond Species Survey Techniques, (California Red-Legged Frog), Laguna de Santa Rosa Foundation, March 2022

Amphibians of San Francisco Bay, Laguna de Santa Rosa Foundation, November 2021

California Special-Status Amphibian Species, Baja California, The Wildlife Project/Fauna del Noroeste, August 2021

Specialized Avian Training

Least Bell's Vireo Survey Techniques, Forde Biological Consultants/Fauna del Noroeste. Baja California, Mexico, May 2023

Southwestern Willow Flycatcher, Southern Sierra Research Station, May 2022

Nests & Eggs of Southern California Birds, Western Foundation of Vertebrate Zoology, April 2022

Spring Bird ED Course, The Western Foundation of Vertebrate Zoology, May 2021

Relevant Project Experience:

Environmental Services, SCE Operations & Maintenance, & Routine Line Clearing Programs, California, April 2021 - Present

The biologist is responsible for conducting pre-construction biological resource, reptile, amphibian, bird, nest, and special-status species surveys for SCE's Line Clearing and their Operations and Maintenance programs throughout their service area. Special-status species that the biologist has surveyed for and/or monitored include desert tortoise, arroyo toad, California red-legged frog, least Bell's vireo, southwestern willow flycatcher, California gnatcatcher, and burrowing owl, among others. The biologist uses GPS, Survey123, Field Maps, Collector, and other mapping tools to document survey results and convey other information for report production. The biologist also monitors streams, wetlands, protected trees, protected habitats, sensitive habitats, nesting birds, and

specialstatus species during program activities. While monitoring, the biologist participates in tailboard meetings to discuss scope of work and to present any environmental conditions that maintenance and construction crews must comply.

Moorpark-Pardee #4, SCE, Moorpark, Ventura County, April 2021 – August 2021

The biologist conducted pre-construction biological resource, reptile, amphibian, bird, nest, and special-status species surveys for SCE's upgrade of the Moorpark-Pardee #4 Transmission Line, which runs parallel too and crosses the Santa Clara River in several locations. Special-status species surveyed and monitored for included short-joint beavertail, slender mariposa lily, club-haired mariposa lily, Los Angeles sunflower, San Fernando Valley spineflower, arroyo toad, western spadefoot, least

Bell's vireo, southwestern willow flycatcher, western yellow-billed cuckoo, California gnatcatcher, burrowing owl, and white-tailed kite, among others. During surveys and monitoring the biologist observed short-joint beavertail, slender mariposa lily, and San Fernando Valley spineflower, heard and observed least Bell's vireo, California gnatcatcher, and white-tailed kit. They also observed nests of white-tailed kite, red-tailed hawk, American kestrel, Says phoebe, black phoebe, and least Bell's vireo, among others. The biologist used GPS, Survey123, Field Maps, Collector, and other mapping tools to document survey results and convey other information for report production. The biologist also monitored streams, wetlands, protected trees, protected habitats, sensitive habitats, special-status species, and nesting birds, participated in tailboard meetings to discuss scope of work, and presented environmental conditions and findings to construction crews.

Name: Rebecca Clarke

Title: Wildlife Biologist

Company: Forde Biological Consultants

Info: rebecca.clarke@fordebio.com (206) 625-7735

Degree: B. A. Journalism, Chico State University, Ca

M.S. Environmental Management, University of San Fransisco, Ca

Master of Forestry, Yale University, CT

Length of Employment at Forde: less than 1 year

Relevant Project Experience:

Environmental Services, SCE Operations & Maintenance, & Routine Line Clearing Programs, California, December 2023– present

The biologist is responsible for conducting general pre-construction biological resource surveys, reptile surveys, amphibian surveys, bird surveys, nest surveys, and rare plant surveys in support of

SCE's Line Clearing and their Operations and Maintenance programs throughout their service area. Special-status species that the biologist has surveyed for and/or monitored include California redlegged frog, and Least Bell's vireo, among others. The biologist uses GPS, Survey123, Field Maps, Collector, and other mapping tools to document survey results and convey other information for report production. The biologist also monitors protected trees, protected habitats, sensitive habitats, nesting birds, and special-status species during program activities. While monitoring, the biologist participates in tailboard meetings to discuss scope of work and to present any environmental conditions that maintenance and construction crews must comply with.

Biological Resource Surveys & Monitoring, Vegetation Management Southern California Edison, California, June 2023 – April 2024

The biologist conducted reptile surveys, amphibian surveys, bird surveys, nest surveys, special-status species surveys, and general pre-construction biological resource surveys in support of vegetation management activities in and around utility lines, poles, and substations. The biologist also conducted

monitoring for sensitive resources such as special status species, and active bird's nests.

On-Call Environmental Services Contract for SCE, central California region, 2022-2023

Biologist responsible for conducting biological preconstruction surveys and monitoring of rare plants and bird species. Completed for DET pole replacements at various locations throughout central California.

Georgia Department of Transportation (GDOT) Bridge Replacement/Road Widening Projects, 2019-2022 Ecologist responsible for aquatic and plant surveying and reporting, in addition to Nationwide permitting.

Harrison Power Plant in Cadiz, OH; Pennsylvania Department of Transportation (PennDOT) infrastructure improvement projects; and wellpad construction in northern Pennsylvania, 2013-2018

Ecologist responsible for designing restoration and mitigation plans and conducting wetland delineations. Obtained federal and state permitting for wellpads, pipelines, and natural gas- fired power plants.

Pennsylvania Rapid Bridge Replacement Project, 2015- 2016

Environmental permitting lead for over 300 bridges. Delineated wetlands and coordinated endangered species mitigation and avoidance measures.

California High Speed Rail, 2011-2013

Environmental specialist responsible for wetland delineation along protected right-of-ways and associated reporting.

Name: Olivia Feito

Title: Wildlife Biologist

Company: Forde Biological Consultants

Info: olivia.feito@fordebio.com (214) 206-6109

Degree: B.S. Biology, University of California, Channel Islands

Length of Employment at Forde: less than 1 year

Relevant Workshop Experience:

Bird Identification & Nest Surveys Methods, Forde & Hamilton, Orange & Ventura Counties, CA, 2024

Relevant Project Experience:

Environmental Services, SCE Operations & Maintenance, & Routine Line Clearing Programs, California, October 2023– present

The biologist is responsible for conducting general pre-construction biological resource surveys, reptile surveys, amphibian surveys, bird surveys, nest surveys, and rare plant surveys in support of SCE's Line Clearing and their Operations and Maintenance programs throughout their service area. Special-status species that the biologist has surveyed for and/or monitored include California redlegged frog, and least Bell's vireo, among others. The biologist uses GPS, Survey123, Field Maps, Collector, and other mapping tools to document survey results and convey other information for report production. The biologist also monitors protected trees, protected habitats, sensitive habitats, nesting birds, and special-status species during program activities. While monitoring, the biologist participates in tailboard meetings to discuss scope of work and to present any environmental conditions that maintenance and construction crews must comply with.

Biological Resource Surveys & Monitoring, Vegetation Management Southern California Edison, California, October 2023 – April 2024

The biologist conducted reptile surveys, amphibian surveys, bird surveys, nest surveys, special-status species surveys, and general pre-construction biological resource surveys in support of vegetation management activities in and around utility lines, poles, and substations. The biologist also conducted

monitoring for sensitive resources such as special status species, and active bird's nests.

Name: Monique Cagan

Title: Wildlife Biologist

Company: Forde Biological Consultants

Info: monique.cagan@fordebio.com (760) 304-2667

Degree: B.A. Environmental Studies, University of California, Santa Barbara, 2023

Length of Employment at Forde: Less than 1 year Relevant

Workshop Experience:

Arroyo toad workshop workshop, Fauno Del Noroeste, May 2024

Relevant Project Experience:

Environmental Services, SCE Operations & Maintenance, & Routine Line Clearing Programs, California, March 2024– present

The biologist is responsible for conducting general pre-construction biological resource surveys, reptile surveys, amphibian surveys, bird surveys, nest surveys, and rare plant surveys in support of SCE's Line Clearing and their Operations and Maintenance programs throughout their service area. Special-status species that the biologist has surveyed for and/or monitored include California redlegged frog, and Least Bell's vireo, among others. The biologist uses GPS, Survey123, Field Maps, Collector, and other mapping tools to document survey results and convey other information for report production. The biologist also monitors protected trees, protected habitats, sensitive habitats, nesting birds, and special-status species during program activities. While monitoring, the biologist participates in tailboard meetings to discuss scope of work and to present any environmental conditions that maintenance and construction crews must comply with.

Biological Resource Surveys & Monitoring, Vegetation Management Southern California Edison, California, March 2024– April 2024

The biologist conducted reptile surveys, amphibian surveys, bird surveys, nest surveys, special-status species surveys, and general pre-construction biological resource surveys in support of vegetation management activities in and around utility lines, poles, and substations. The biologist also conducted monitoring for sensitive resources such as special status species, and active bird's nests.

Santa Clara River Riparian Restoration Improvement Project in Santa Paula, November 2023 – present

Helped restore the 250 acres of diverse and complex riparian habitat on the Santa Clara River by the removal of the invasive bamboo-like grass Arundo.

Santa Ynez Valley Juncal Pipeline Restoration, November 2023- present

After the Juncal Pipeline along Santa Ynez River burst and damaged the area in a storm, Monique planted cuttings along the river, scarified the soil to allow for plantings and regrowth, and help protect biological resources such as the California red-legged frog.

Name: Seana Leary

Title: Wildlife Biologist

Company: Forde Biological Consultants

Info: seana.leary@fordebio.com (805) 400-2292

Degree: B.S. Wildlife, Fish and Conservation Biology, University of California, Davis

Length of Employment at Forde: 3 years

Relevant Workshops:

Aquatic & Semi-Aquatic Species Training

California Red-legged Frog Level II. The Wildlife Project. CA, June 2023

California Tiger Salamander Ecology, Laguna de Santa Rosa, Sonoma County, CA, March 2023

Rare Pond Species Survey Techniques, Laguna de Santa Rosa Foundation, Santa Rosa, CA. March 2023

40-Hour Red Legged Frog Experience, National Park Service, Santa Monica Mountains, CA, May 2016

Southwestern Willow Flycatcher, Southern Sierra Research Station, Kern River Valley, CA, May 2024

Western Yellow-Billed Cuckoo, Southern Sierra Research Station, Blythe, CA, June 2021

Bird Identification & Nest Surveys Methods, Forde & Hamilton, Orange & Ventura Counties, CA, April - May 2021

Relevant Project Experience:

Environmental Services, SCE Operations & Maintenance, & Routine Line Clearing Programs, California, March 2019 - present

The biologist is responsible for conducting pre-construction biological resource, reptile, amphibian, bird, nest, and special-status species surveys for SCE's Line Clearing and their Operations and Maintenance programs throughout their service area. Special-status species that the biologist has surveyed for and/or monitored include desert tortoise, arroyo toad, California red-legged frog, least Bell's vireo, southwestern willow flycatcher, California gnatcatcher, and burrowing owl, among others. The biologist uses GPS, Survey123, Field Maps, Collector, and other mapping tools to document survey results and convey other information for report production. The biologist also monitors streams, wetlands, protected trees, protected habitats, sensitive habitats, nesting birds, and specialstatus species during program activities. While monitoring, the biologist participates in tailboard meetings to discuss scope of work and to present any environmental conditions that maintenance and construction crews must comply.

Moorpark-Pardee #4, SCE, Moorpark, Ventura County, March 2021 – August 2021

The biologist conducted pre-construction biological resource, reptile, amphibian, bird, nest, and special-status species surveys for SCE's upgrade of the Moorpark-Pardee #4 Transmission Line, which runs parallel to and crosses the Santa Clara River in several locations. Special-status species surveyed and monitored for included short-joint beavertail, slender mariposa lily, club-haired mariposa lily, Los Angeles sunflower, San Fernando Valley spineflower, arroyo toad, western spadefoot, least

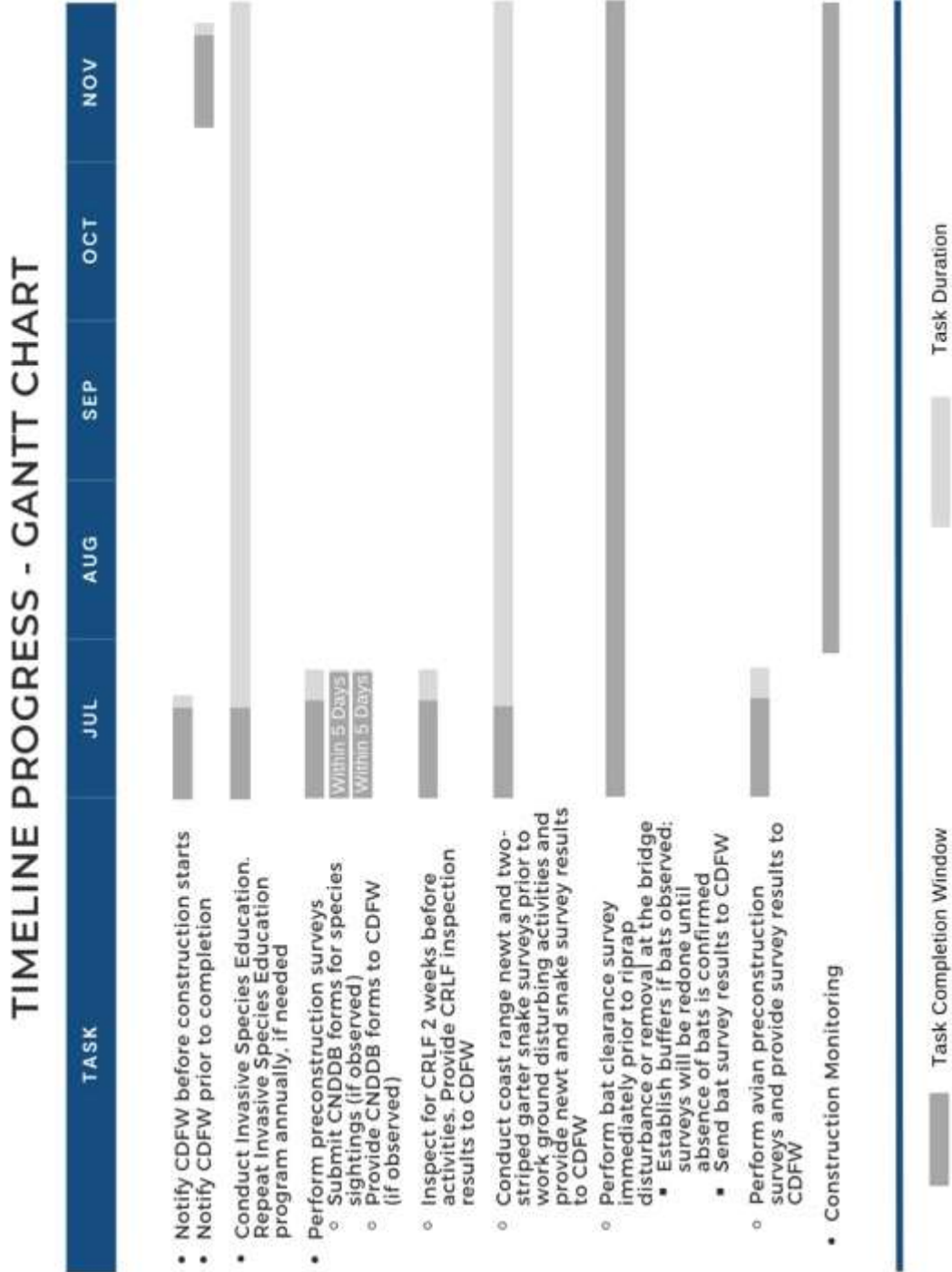
Bell's vireo, southwestern willow flycatcher, western yellow-billed cuckoo, California gnatcatcher, burrowing owl, and white-tailed kite, among others. During surveys and monitoring the biologist observed short-joint beavertail, slender mariposa lily, and San Fernando Valley spineflower, heard and observed least Bell's vireo, California gnatcatcher, and white-tailed kit. They also observed nests of white-tailed kite, red-tailed hawk, American kestrel, Says phoebe, black phoebe, and least Bell's vireo, among others. The biologist used GPS, Survey123, Field Maps, Collector, and other mapping tools to document survey results and convey other information for report production. The biologist also monitored streams, wetlands, protected trees, protected habitats, sensitive habitats, special-status species, and nesting birds, participated in tailboard meetings to discuss scope of work, and presented environmental conditions and findings to construction crews.

Biological Resource Surveys & Monitoring, Agua Mansa Commerce Park, Jurupa Valley, Riverside County, March 2021 – August 2022

The biologist conducted reptile surveys, amphibian surveys, bird surveys, nest surveys, special-status species surveys, and general pre-construction biological resource surveys in support of activities at a 300-acre site known as Agua Mansa Commerce Park. Special-status species surveys included southern California legless lizard, burrowing owl, and bats. Southern California legless lizard and burrowing owl were not observed. Nests observed included common raven, American crow, barn

owl, American kestrel, red-tailed hawk, Anna's hummingbird, Allen's hummingbird, least Bell's vireo, cliff swallow, Bewick's wren, rock wren, black phoebe, and Say's phoebe, and many others. In addition to hearing and observing least Bell's vireo, the biologist observed a nest under construction and an older nest from a previous year. The biologist also monitored noise levels to ensure levels did not exceed project parameters. Bat surveys included direct inspection for bats and their roosts in trees and large, cavernous concrete structures and visual and acoustical emergence surveys. Bats observed and/or acoustically detected included California myotis, Yuma myotis, canyon bat, Mexican free-tailed bat, and silver-haired bat. The biologist also observed numerous roost sites of these species. The biologist also assisted with active and passive relocation of bats and monitored biological resources while crews removed non-native trees, demolished an old concrete production plant, conducted remediation activities, graded the property, and constructed new warehouses.

Attachment B: Gantt Chart





Scope of Work and Rates: Bridge Removal Project (#862357)

Original Date of Contract Execution: July 3, 2024

Date of Change Order: April 3, 2025

Santa Barbara County
123 E Anapamu Street, Suite 205
Santa Barbara, CA 93101

Subject: Scope of Work and Rates

Scope of Work

The scope of work includes on-site construction monitoring twice per week to conduct tailboard meetings and provide invasive plant species training to new crew members. It also involves resurveying for nesting birds and other sensitive resources, as well as monitoring ongoing construction activities. Additionally, the scope includes project management tasks such as quality assurance and quality control (QA/QC) of daily survey and monitoring results, confirming construction schedules, coordinating weekly with the County on biologist schedules and results, and addressing billing issues as needed.



Rates

Name/Job Title/ Classification			Hourly Billing Rates			Effective Date of Hourly Rate		Actual or Avg. Hourly Rate	% or \$ Increase	Hourly Range (Classifications Only)
Name	Job Title	Classification	Straight	OT (1.5x)	OT (2x)	From	To			
Andrew Forde	Principal Biologist	Designated Biologist	\$250.00	\$375.00	\$500.00	7/1/2024	6/30/2025	\$250.00	0.0%	Not Applicable
Miranda Anocibar	Assistant Project Manager	Project Manager	\$230.00	\$345.00	\$460.00	7/1/2024	6/30/2025	\$230.00	0.0%	Not Applicable
Seana Leary	Staff Biologist II	Avian Biologist	\$220.00	\$330.00	\$440.00	7/1/2024	6/30/2025	\$220.00	0.0%	Not Applicable
Rebecca Clarke	Staff Biologist II	Avian Biologist	\$220.00	\$330.00	\$440.00	7/1/2024	6/30/2025	\$220.00	0.0%	Not Applicable
Mira Falicki	Staff Biologist III	Designated Biologist	\$250.00	\$375.00	\$500.00	7/1/2024	6/30/2025	\$250.00	0.0%	Not Applicable

Resource Allocation Matrix

Project Management, Team Leadership and Quality Control				Preliminary Coordination and Data Gathering	Conduct Biological Surveys and Monitoring and Reporting
Miranda Anocibar	33.18 hours	8 hours			
Designated and Avian Biologist - Andrew Forde					18 hours
Designated and Avian Biologist - Mira Falicki					131.75 hours
Avian Biologist - Rebecca Clarke					617.25 hours
Avian Biologist – Seana Leary					99 hours
Contract Total					\$203,985

Exhibit B – Payment Arrangements

Periodic Compensation (with attached Schedule of Fees)

A. For CONSULTANT services to be rendered under this Agreement, CONSULTANT shall be paid, for a total a total contract amount, including cost reimbursements, not to exceed **\$203,985.00 (Total Agreement Amount)**. This Total Agreement Amount is inclusive of the \$200,000 that was previously paid under Santa Barbara County Purchase Order Nos. CN9035 and CO11090 for CN9035, but this Agreement hereby otherwise amends, cancels, nullifies, and supersedes Purchase Orders Nos. CN9035 and CO11090 for CN9035.

B. Payment for services and/or reimbursement of costs shall be made upon CONSULTANT's satisfactory performance, based upon the scope and methodology contained in **Exhibit A-1, as amended by Exhibit A-2**, and as determined by County. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Exhibit A-1, as amended by Exhibit A-2**.

C. Extra work required to complete the project may be authorized only if CONSULTANT receives written approval by the County's designated representative at the same rate per unit as defined in **Exhibit A-1, as amended by Exhibit A-2**.

D. **Monthly**, CONSULTANT shall submit to the County Designated Representative an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. County Designated Representative shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Exhibit A-1, as amended by Exhibit A-2** shall initiate payment processing. County shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONSULTANT.

E. County's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of County's right to require CONSULTANT to correct such work or billings or seek any other legal remedy.

F. CONSULTANT shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Santa Barbara County Public Works Department, Transportation Division, 123 E Anapamu St, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/pwd>.

Exhibit C – Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONSULTANT, also referred to herein as “Contractor,” agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys’ fees) incurred by County on account of any claim except where such indemnification is prohibited by law. Contractor’s indemnification obligation applies to County’s active as well as passive negligence but does not apply to County’s sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be

canceled, except with notice to the County.

4. **Waiver of Subrogation Rights** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.
9. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - ii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

1 ATTACHMENT B – CONTRACTOR INFORMATION SHEET

Contractor Information Sheet

Name of Proposer FORDE BIOLOGICAL CONSULTANTS

Business P.O. Box N/A

City, State, Zip N/A

Business Street Address 10664 PRESILLA ROAD
(Include even if P.O. Box is used)

City, State, Zip SANTA ROSA VALLEY, CA 93012

Telephone No. (805) 400-2304 Fax No. N/A

Contractor License No. N/A License Classification N/A

Public Works Contractor Registration No. N/A

Business Type (Check One) Corporation: ☐ Partnership: ☒ Sole Proprietorship: ☐

Contact Person Name ARLANI HARRIS

Contact Person Phone No. (805) 400-2304

Contact Person Email ARLANI.HARRIS@FORDEBIO.COM

Employer's Tax Identification Number 20-2210817