



County of Santa Barbara  
Purchasing Agent  
260 N San Antonio Rd,  
Santa Barbara, CA 93110

## Order CN9035

**Order date**

7/3/2024

**Delivery address**

Santa Barbara County  
PW ROADS, DESIGN (SB)  
123 E. ANAPAMU ST  
SANTA BARBARA, CA  
93101  
BRIAN GILBERT  
805-568-3094

**Vendor**

205770  
FORDE BIOLOGICAL CONSULTANTS

10664 Presilla Road  
Santa Rosa Valley  
CA  
93012  
Arlani Harris  
arlani.harris@fordebio.com

**Bill To**

Santa Barbara County  
123 E. ANAPAMU STE 205 SANTA BARBARA, CA 93101 805  
568-3003

**Refer Inquiries to Buyer**

Sean Burns  
seburns@countyofsb.org

**Terms of payment**

30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
000270- ENVIRONMENTAL REPORTS	Biological surveying, monitoring and reporting for Temporary Bridge Removal & Permanent Bridge Placement on East Mountain Drive, County Project No. 862357.		1.00		154,163.90	154,163.90

**Order Total USD****154,163.90**

GENERAL: Contractor to provide biological surveying, monitoring, and reporting per attached Proposal dated 6/6/2024.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN 6/30/2025.

LIMITATIONS: Total expenditure for the period shall not exceed \$154,163.90 (Including a 10% contingency) Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

STANDARD TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2023 09 23) attached.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF TWO HUNDRED THOUSAND DOLLARS (\$200,000)

In accordance with Section 2-96 of the County Code, if complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order.

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 260 N San Antonio Rd, Santa Barbara, CA 93110.

Accepted By: (X) 

Print Name/Title: Miranda Anocibar/ Assistant Project Manager Date: 7/5/2024

Applicable License # (Medical/Contractor/Etc.): n/a

  
COUNTY OF SANTA BARBARA

# 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](mailto:rfp@fordebio.com)

Date Prepared: 6/6/2024

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### **List of Attachments**

Attachment A: Resumes .....	
Attachment B: Gantt Chart .....	
Attachment C: Agreement for Services of Independent Contractor .....	
Attachment D: Contractor Information Sheet .....	
Attachment E: Exhibit 10-O1 Contractor Proposal DBE Commitment .....	

## 1. Transmittal Letter

### 1. Transmittal Letter

**To: Kalani Durham**

June 6, 2024

County of Santa Barbara  
Public Works Department – Transportation Division  
123 East Anapamu Street  
Santa Barbara, CA 93101

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



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

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

**Title:** Assistant Project Manager/Wildlife Biologist

**Company:** Forde Biological Consultants

**Info:** [miranda.anocibar@fordebio.com](mailto: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, forrester 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](mailto: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 too 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](mailto: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, Baja 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](mailto: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](mailto: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**

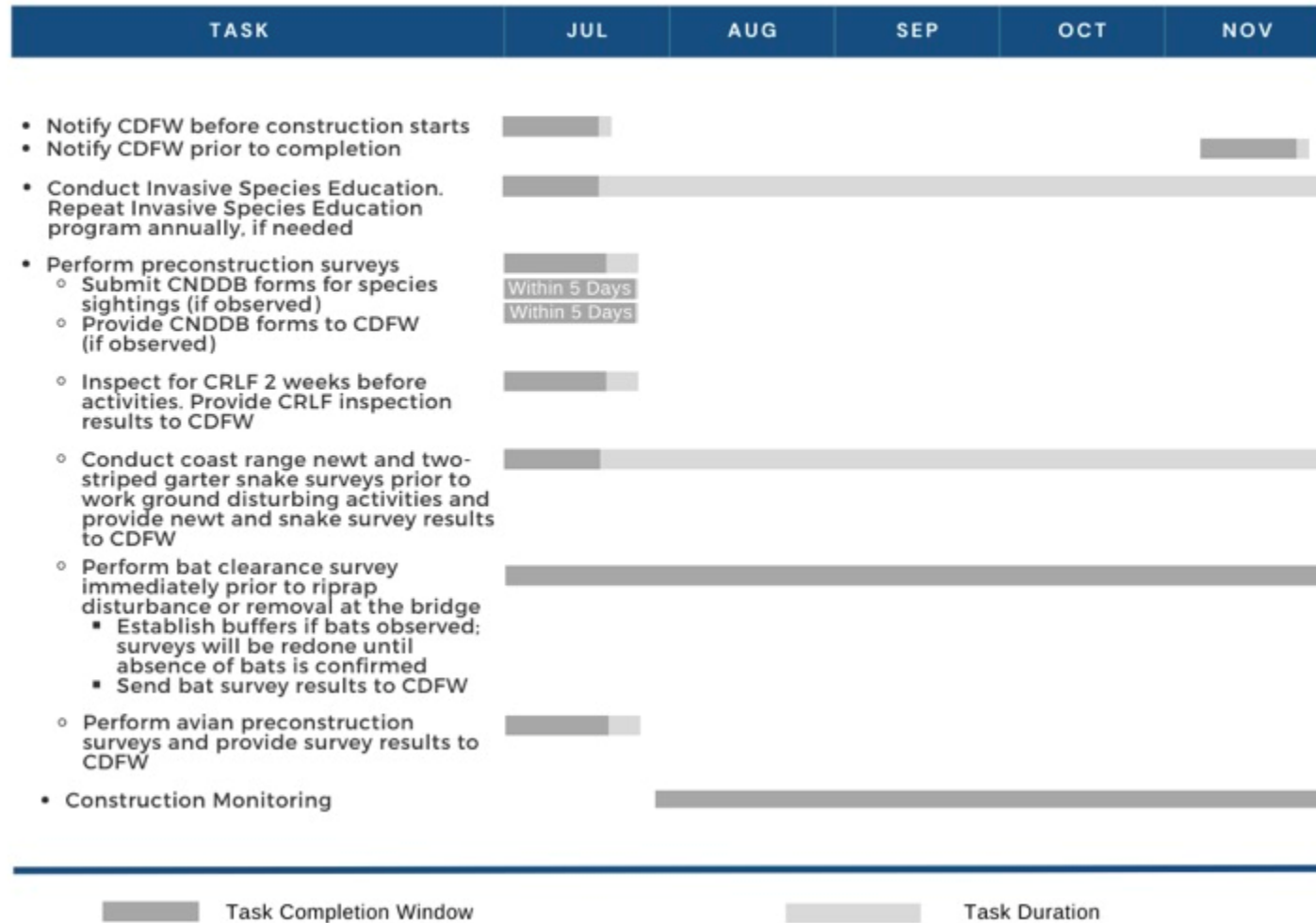
The biologist conducted reptile surveys, amphibian surveys, bird surveys, nest surveys, special-status species surveys, and general pre-construction biological resource surveys in support of activities at a 300-acre site known as Agua Mansa Commerce Park. Special-status species surveys included southern 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

## TIMELINE PROGRESS - GANTT CHART



## Attachment C: Agreement for Services of Independent Contractor

### AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

Attachment A contains the Standard Agreement used by the County for technical services and added clauses by the State Auditors; no changes will be made to the Standard Agreement language. Contractors are required to review the Standard Agreement and acknowledge their acceptance of the terms of the Standard Agreement language in the space provided below. Failure to acknowledgement acceptance of the Standard agreement language will cause the rejection of the proposal without further consideration.

Forde\_\_\_\_\_ Biological\_\_\_\_\_ Consultants\_\_\_\_\_ acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent Contractors."

A handwritten signature in black ink, appearing to be 'Cm' followed by a long horizontal stroke.

Signature:

Attachment D: 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

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

N/A **License Classification** N/A

**Public Works Contractor Registration No.** N/A

**Business Type** (Check One) **Corporation:** ☐ **Partnership:** ☒ **Sole Proprietorship:** ☐  
**Telephone No.**

**Contractor License No.**

**Contact Person Name** Arlani Harris

**Contact Person Phone No.** (805) 400-2304

**Contact Person Email** arlani.harris@fordebio.com

**Employer's Tax Identification No.** 20-2210817

Attachment E: Exhibit 10-O1 Contractor Proposal DBE Commitment

## Exhibit 10-O1 Contractor Proposal DBE Commitment

### LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

1. Local Agency: \_\_\_\_\_

County of Santa Barbara

2. Contract DBE Goal: 5%

3. Project Description:

4. Project Location:

5. Contractor's Name: Forde Biological Consultants 6. Prime Certified DBE: ☒

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %	
Environmental consulting services	1313141	Arlani Harris (805) 400-2304 arlani.harris@fordebio.com	100%	
<b>Local Agency to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>%</b>	
17. Local Agency Contract Number:  18. Federal-Aid Project Number:  19. Proposed Contract Execution Date:  20. Contractor's Ranking after Evaluation:  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.		

21. Local Agency Representative's	22. Date		
23. Local Agency Representative's Name	24. Phone	12. Preparer's Signature	13. Date
25. Local Agency Representative's Title		14. Preparer's Name	15. Phone
		16. Preparer's Title	

DISTRIBUTION: Original – Included with contractor's proposal to local agency.

**ADA Notice:**

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## STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

**THESE TERMS & CONDITIONS** ("Terms and Conditions") are entered into by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and the party identified as "Vendor" on the COUNTY Purchase Order ("Purchase Order") issued by COUNTY's Procurement Services Division and to which these Terms and Conditions are attached ("CONTRACTOR" and, together with COUNTY, collectively, the "Parties" and each individually a "Party"), effective as of the date of CONTRACTOR's signature on or other acceptance of the Purchase Order (defined below). **CONTRACTOR's signature on or other acceptance of the COUNTY Purchase Order issued by COUNTY's Procurement Services Division to which these Terms and Conditions are attached ("Purchase Order") means CONTRACTOR has read, accepted, and agreed to these Terms and Conditions.** These Terms and Conditions, together with the Purchase Order, including all attachments and exhibits hereto and thereto, collectively, shall be referred to in these Terms and Conditions as the "Contract" or the "Contract Documents," and each such document comprising the Contract shall individually be referred to as a "Contract Document". For the avoidance of doubt, the Contract and the Contract Documents include the Description of Services (defined below) and the Indemnification and Insurance Requirements (defined below).

1. **SCOPE OF SERVICES / COMPENSATION.** CONTRACTOR agrees to provide to COUNTY the services ("Services") and deliverables ("Deliverables"), and COUNTY agrees to pay CONTRACTOR, as set forth in the Description of Services attached to the Purchase Order and incorporated herein by reference ("Description of Services"). This Contract shall be administered by the COUNTY's Procurement Services Division, and payment hereunder shall be subject to satisfactory performance of the Services and delivery of the Deliverables in accordance with the terms and conditions of the Contract as determined by the Director of COUNTY's General Services Department, or such Director's designee ("Designee"). CONTRACTOR will be entitled to reimbursement for only those expenses specifically identified in the Description of Services.

2. **STATUS AS INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of the Services under this Contract as an independent contractor, and not as COUNTY's employee. CONTRACTOR understands and acknowledges that CONTRACTOR will not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR warrants that CONTRACTOR is authorized by law to perform all work contemplated in this Contract, and CONTRACTOR agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of such official authorization.

3. **BILLING & PAYMENT.** CONTRACTOR shall submit invoice(s) for the Services to the COUNTY at the COUNTY's address set forth on the Purchase Order, in accordance with the invoicing procedures set forth in the Purchase Order or the Description of Services. Unless otherwise specified in the Contract, COUNTY will pay CONTRACTOR within thirty (30) days from COUNTY's receipt of invoice.

4. **TAXES.** COUNTY will not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such taxes paid, plus all interest and penalties assessed in connection therewith. Such taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, if CONTRACTOR is using a non-California address or a California P.O. Box address for conducting its business with COUNTY, CONTRACTOR shall be subject to required nonresident withholding for Services that CONTRACTOR provides in California for COUNTY, unless CONTRACTOR is a government entity or CONTRACTOR provides COUNTY with a California withholding form that shows CONTRACTOR is exempt from withholding.

5. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest, and CONTRACTOR shall not acquire any employment or interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR will not employ any person or subcontractor having any such conflict interest. CONTRACTOR shall promptly disclose to COUNTY, in writing, any potential conflict of interest.

6. **OWNERSHIP AND INTELLECTUAL PROPERTY.**

- A. CONTRACTOR and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by CONTRACTOR in connection with performing the Services to the extent developed or acquired by CONTRACTOR prior to the commencement or independently of this Contract (collectively, the "Pre-Existing Materials"), including all intellectual property rights therein.
- B. Except as provided in Subsection A of this Section 6, above, COUNTY shall own all Deliverables provided to COUNTY in connection with the Services. CONTRACTOR hereby grants to COUNTY a fully-paid, perpetual license to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use, in whole or in part, all Pre-Existing Materials incorporated into any of the Services or Deliverables, and all other reports, data, documents and other materials comprising, and necessary for COUNTY's continued use of, the Services and Deliverables, whether or not performance under this Contract is completed or terminated prior to completion ("License"). CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided by this Section 6.B. In addition to and without limiting the provisions of the Indemnification and Insurance Requirements (defined below), CONTRACTOR warrants that none of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract shall infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against all claims that any of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims.

C. This Section 6 shall survive the expiration or termination of this Contract.

7. **COUNTY PROPERTY.** COUNTY's property, documents, data, and information (collectively, "COUNTY Property") provided for CONTRACTOR's use or otherwise made available to CONTRACTOR or to which CONTRACTOR or any of CONTRACTOR's employees, affiliates, or subcontractors has access in connection with the Services, shall remain COUNTY's property, and CONTRACTOR shall return and destroy all copies of any and all COUNTY Property at the direction of COUNTY. CONTRACTOR may use COUNTY Property only to the extent necessary to provide the Services. CONTRACTOR shall not disseminate or disclose any COUNTY Property, without COUNTY's prior written consent in each instance. All non-public, confidential or proprietary information of COUNTY (collectively, "Confidential Information") disclosed, or made available to, or otherwise accessed by or on behalf of CONTRACTOR, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this CONTRACT is confidential, and shall not be disclosed or copied by CONTRACTOR without the prior written consent of COUNTY in each instance. Confidential Information does not include information that is in the public domain or rightfully obtained by CONTRACTOR on a non-confidential basis from a third party. CONTRACTOR may use Confidential Information only to the extent necessary to provide the Services. This Section 7 shall survive the expiration or termination of this Contract.

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

9. **INSURANCE AND INDEMNIFICATION.** CONTRACTOR agrees to and shall at all times during the term of the Contract fully comply with the Indemnification and Insurance Requirements attached to the Purchase Order and incorporated herein by reference ("Indemnification and Insurance Requirements"). The indemnification provisions set forth in the Indemnification and Insurance Requirements shall survive the expiration or termination of the Contract.

10. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with such ordinance.

11. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Contract, and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.

12. **NON-ASSIGNMENT; PERMITTED SUBCONTRACTOR(S).** CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer, by operation of law or otherwise, this Contract or any of CONTRACTOR's rights or obligations under this Contract without COUNTY's prior written consent in each instance, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for immediate termination of this Contract by COUNTY. CONTRACTOR shall not enter into agreements with or otherwise engage any person or entity, including all subcontractors and affiliates of CONTRACTOR, other than CONTRACTOR's employees, to provide any Services to Customer without the prior written consent of COUNTY in each instance (each such approved subcontractor or other third party, a "Permitted Subcontractor"). COUNTY's consent with respect to a Permitted Subcontractor shall not relieve CONTRACTOR of any of its obligations under the CONTRACT, and CONTRACTOR shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Contract as if they were CONTRACTOR's own employees. CONTRACTOR shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of CONTRACTOR, are properly licensed, certified and accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services. CONTRACTOR shall require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment and license provisions of these Terms and Conditions. Nothing contained in this Contract shall create any contractual relationship between COUNTY and any subcontractor or supplier of CONTRACTOR.

13. **TERMINATION.**

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

1. **For Convenience.** COUNTY may terminate this Contract in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease the performance of 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 Non-appropriation of Funds.** Notwithstanding any other provision of this Contract, 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 Contract, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term of the Contract.
3. **For Cause.** Should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part immediately upon written notice to CONTRACTOR. Upon receipt of such termination or suspension notice, CONTRACTOR shall immediately discontinue all Services (unless such notice directs otherwise) and notify COUNTY as to the status of its CONTRACTOR's performance of

CONTRACTOR's obligations under this Contract. The date of termination shall be the date such notice is received by CONTRACTOR, unless such notice directs otherwise.

- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in the Description of Services, CONTRACTOR may, at CONTRACTOR's option terminate this Contract if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all COUNTY Property and all Deliverables, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Contract, COUNTY shall pay CONTRACTOR for satisfactory Services performed prior to the date of such termination in a prorated amount of the compensation due hereunder, less payments, if any, previously made by COUNTY to CONTRACTOR. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Contract, nor for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

14. **NOTICE.** *From CONTRACTOR:* CONTRACTOR must send or deliver any required notice to the Designee at the addresses specified for COUNTY set forth in the Purchase Order. *From COUNTY:* Designee must send or deliver any required notice to CONTRACTOR at the address set forth in the first paragraph of these Terms and Conditions, above. Notices sent under this section shall be given to their respective parties in writing, by personal delivery, email, or facsimile, or with postage mailed by US Postal Service first-class, receipt of which is unacknowledged, shall be deemed effective three days from date of mailing. Other notices shall be deemed effective upon delivery by hand, proof of delivery by nationally recognized overnight carrier, or written acknowledgement of receipt, whichever is earlier.

15. **ENTIRE AGREEMENT AND AMENDMENT.** This Contract contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, 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 Contract may be altered, amended or modified only by an instrument in writing (duly executed by Designee and/or COUNTY's Chief Procurement Officer or designee) and by no other means. Each Party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. This Contract expressly conditions CONTRACTOR's acceptance on CONTRACTOR's agreement to these Terms and Conditions. These Terms and Conditions shall control and prevail over any terms and conditions contained in any other documentation, and expressly exclude all of CONTRACTOR's general terms and conditions, if any, and any other document issued by CONTRACTOR in connection with the Contract unless such document is duly executed by COUNTY.

16. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State, and Federal statutes, ordinances, and regulations in effect during the Term of this Contract. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY. Before the date on which the Services are to start, CONTRACTOR shall obtain and, at all times during the term of this Contract, maintain, all necessary licenses, permits, and consents applicable to the provision of the Services. CONTRACTOR shall comply with all rules, regulations and policies of COUNTY, including security procedures concerning systems and data and remote access thereto, building security procedures, including, but not limited to, the restriction of access by CONTRACTOR to certain areas of COUNTY premises or systems for security reasons, and general health and safety practices and procedures.

17. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

18. **ORDER OF PRECEDENCE.** Any ambiguity, conflict, or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence: (1) the Indemnification and Insurance Requirements; (2) these Terms and Conditions; (3) the Purchase Order; (4) the Description of Services; (5) any other Contract Documents comprising the Contract (a) as attachments to the Purchase Order, or (b) duly executed by both of the Parties after CONTRACTOR's acceptance of the Purchase Order.

19. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to COUNTY that none of CONTRACTOR and CONTRACTOR's employees and principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR shall not contract with any subcontractor that is so debarred or suspended.

20. **NO PUBLICITY OR ENDORSEMENT.** CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices or statements regarding COUNTY or its projects, without the prior written consent of COUNTY in each instance.

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



24. **NO WAIVER.** 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 Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.
25. **SUCCESSORS AND ASSIGNS.** These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns in accordance with these Terms and Conditions.
26. **EXECUTION IN COUNTERPARTS; AUTHORITY.** The Contract and these Terms and Conditions may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. Each of the Parties represents and warrants that such Party's respective signatories to the Contract have the power and authority to enter into this Contract in the capacities set forth in the Purchase Order, and such Party has fully complied with all formal requirements necessary for such Party to enter into this Contract and for this Contract to be legally binding on such Party. CONTRACTOR hereby certifies and warrants that entering into this Contract shall not cause CONTRACTOR to breach the terms or conditions of any other contract or agreement to which CONTRACTOR is a party or which is otherwise binding on CONTRACTOR.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

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

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

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

#### INSURANCE

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

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

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

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

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

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

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