

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and **T.Y. Lin International** with an address at **707 Wilshire Boulevard, Suite 4900, Los Angeles, CA 90017** (hereafter CONTRACTOR or TYLI) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

Walter Rubalcava at phone number **805.739.8775** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY **James Faber** at phone number **949.398.4957** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated representative may also be referred to herein as the "Contract Administrator".

2. NOTICES

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

To COUNTY:

**Walter Rubalcava
County of Santa Barbara
Public Works Transportation
123 E. Anapamu Street
Santa Barbara CA 93101
805.568.3047**

To CONTRACTOR:

**James Faber
T.Y. Lin International
707 Wilshire Boulevard, Suite 4900
Los Angeles, CA 90017
949.398.4957**

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

3. SCOPE OF SERVICES

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

4. PERFORMANCE PERIOD

A. This contract shall go into effect on **October 3, 2017**, contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on **October 3, 2020**, unless extended by contract amendment or unless earlier terminated.

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

5. COMPENSATION OF CONTRACTOR

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

6. FEDERAL AND STATE PREVAILING WAGE RATES

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

B. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

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

D. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowable cost(s) of individual items.

B. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super or Omni Circular)

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under applicable Federal Regulations, are subject to repayment by CONTRACTOR to COUNTY.

D. All subcontracts shall contain the above provisions.

8. INDEPENDENT CONTRACTOR

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

9. STANDARD OF PERFORMANCE

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

10. SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to COUNTY for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from COUNTY'S obligation to make payments to the CONTRACTOR.

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

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

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

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

11. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with

**OMNI-Means
Rincon Consultants Inc.,
Cardenas & Associates Surveying Inc.
Arcadia Studio Landscape Architects
Erin O'Carrol Landscape Architect
NCE
Douglas Engineering
VMA Communications
Epic Land Solutions, Inc.**

as identified in **Exhibit A Statement of Work, Scope of Work (Cost Proposal)**. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights. CONTRACTOR shall ensure subcontractor's compliance with California Labor Code, including but not limited to the payment of prevailing wage when required.

12. EQUIPMENT PURCHASES

A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

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

C. All subcontracts shall contain the above provisions.

13. DEBARMENT AND SUSPENSION

A. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

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

14. TAXES

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

15. CONFLICT OF INTEREST

A. CONTRACTOR shall disclose in writing any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

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

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

D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction

project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

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

16. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

17. NO PUBLICITY OR ENDORSEMENT

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

18. COUNTY PROPERTY AND INFORMATION

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

19. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractors, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts shall contain this provision.

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

20. AUDIT REVIEW PROCEDURES

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

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

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

D. CONTRACTOR and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR'S responsibility to ensure federal, state, or local government officials are allowed full access to the CPA'S work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

21. INDEMNIFICATION AND INSURANCE

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

22. NONDISCRIMINATION

A. COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

B. STATEMENT OF COMPLIANCE:

1. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

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

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

4. The CONTRACTOR, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

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

1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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

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

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

26. PROCUREMENT OF RECOVERED MATERIALS

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase

price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

27. NONEXCLUSIVE AGREEMENT

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

28. NON-ASSIGNMENT

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

29. TERMINATION

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

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

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

D. The maximum amount for which the COUNTY shall be liable if this contract is terminated is the **amount no greater than the percentage of work completed at the point of termination plus the fixed fee based on the actual cost (refer to Exhibit B, paragraph B for discussion of fixed fee). For example, if only 30% of the services are rendered at the point of termination, the COUNTY will be liable for 30% of the base contract amount plus the fixed fee.**

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

30. SECTION HEADINGS

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

31. SEVERABILITY

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

32. REMEDIES NOT EXCLUSIVE

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

33. TIME IS OF THE ESSENCE

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

34. NO WAIVER OF DEFAULT

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

35. ENTIRE AGREEMENT AND AMENDMENT

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

36. IMMATERIAL CHANGES

CONTRACTOR and COUNTY agree that immaterial changes to this Agreement such as time frame and mutually agreeable work program changes which will not result in a change to the total contract amount or to the scope of the Statement of Work may be authorized by the Public Works Director, or designee in writing, and will not constitute an amendment to the Agreement.

37. SUCCESSORS AND ASSIGNS

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

38. COMPLIANCE WITH LAW

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

39. CALIFORNIA LAW AND JURISDICTION

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

40. EXECUTION OF COUNTERPARTS

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

41. AUTHORITY

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

42. SURVIVAL

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

43. PRECEDENCE

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

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

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Public Works Department

CONTRACTOR:

T.Y. Lin International

By: 
Director of Public Works *wrk*

By: 
Authorized Representative

Name: F.R. Clark Fernon

Title: Vice President


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

Please refer to “Professional Services Exhibit A-1”- Scope of Work for:

- **Scope of Work**
- **Budget Worksheets (10-H forms)**
- **Schedule**
- **Organization Chart**

Only individuals shown in the Professional Services Exhibit A-1 – Scope of Work (Organization Chart) shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY’s designated representative.

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to **180** days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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PROFESSIONAL SERVICES EXHIBIT A-1

Scope of Work

San Ysidro Road Intersection Improvements

Scope of Work-Phase 1

Description of Project

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

The proposed project will construct a Roundabout at the San Ysidro Road/US-101 Intersection, replacing the current stop-controlled intersection configuration. Phase 1 of the project will consist of Project Approval/Environmental Document (PA/ED) through the development of a Permit Engineer Evaluation Report (PEER) and an approved ED.

The County holds an option to award TYLI Phase 2 of the project, which will consist of final design: plans, specifications and cost estimates for the construction of the Roundabout Intersection, including roadway, drainage, structural, landscaping, and related improvements; and relocation of utilities. Phase 2 concludes with the acquisition of right of way. We shall submit a CD to the County, which will include all surveying, technical studies, the design files, both plans and specifications, and any supporting documents produced during the course of the project development.

Applicable Standards

The following items are not all-inclusive but are intended only to illustrate types of sources.

- a. The Permit Engineering Evaluation Report (PEER) and Geometric Approval Drawing (GAD) will be prepared according to Caltrans Project Development Procedures Manual (PDPM) Chapter 9 and Appendix I – Preparation Guidelines for the PEER.
- b. Roadway design shall be in general conformance with the current Caltrans Highway Design Manual, Caltrans Standard Plans and Specifications, and will be in United States Customary Units.
- c. Roundabout design shall be developed and evaluated in accordance with National Cooperative Highway Research Program (NCHRP) Report 672 entitled “ Roundabouts: An Informational Guide”.
- d. Plans and estimates shall be prepared in general conformance with the current editions of the Caltrans Ready to List Guide, Standard Plans and Standard Specification, and Basic Engineering Estimating System, or as required by the County.
- e. The PEER and Geometric Approval Drawings (GAD) shall be prepared in accordance with Caltrans and AASHTO standards and practices. Any exceptions to applicable design standards shall be approved by the County and/or Caltrans via the process outlined in the Caltrans Highway Design Manual and appropriate memorandum and design bulletins published by Caltrans.
- f. Storm drain and drainage inlet design, creek and channel work shall conform to the County's Flood Control and Water Conservation Standard Conditions and the Regional Water Quality Control Board Post-Construction Stormwater Requirements.
- g. All deliverables shall be in accordance with the latest County, AASHTO, Federal, and Caltrans regulations, policies, procedures, guidelines, and standards.

Scope of Work

Phase 1-Preliminary Engineering and Permit Engineering Evaluation Report (PEER) / Environmental Document (ED)

Task 1 Project Management/Administration and Quality Control

The TYLI Team will assist the County on this phase of the project with responsibility for the work effort within its team. This task includes project management and administration; meetings; quality control/quality assurance (within the cost estimate, quality control/quality assurance accompanies each deliverable); agency, subconsultant and utility coordination; project permit coordination; scheduling; budgeting; progress reporting, and invoicing.

Project Development Team (PDT) Meetings will be held at monthly intervals, or as needed, between the County, other stakeholders, and the Project Team. We proposed these meetings to be held individually, but on the same day as the PDT Meetings for the City's Oliver Mill Road Intersection Project. The purpose of these meetings will be to review project status to ensure the contract objectives and milestones are being achieved, and to coordinate the development of these intersections with each other, and with the Cabrillo Project and the HOV Project.

To supplement these meetings, the TYLI Team will maintain on-going communications with the City, County, Caltrans and other agencies, and will hold impromptu meetings as necessary to move the project forward. A schedule will be developed, maintained and updated for tracking the project.

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

Deliverables: Meeting Agenda, Meeting Minutes, Action Item List

Baseline Schedule, Monthly Updated Schedules

Monthly Invoices, Monthly Progress Reports

QA/QC Plan

Quality Control Mark-ups

Task 2 Data Collection and Analysis/Discovery Phase

This task includes a project discover phase. Besides conducting a field review of the existing conditions at the project site, the project discovery phase will include pulling together work previously completed by others at, or immediately adjacent to, this project. Existing reports, studies, proposed and "as-built" plans, mapping or other information will be obtained from the County, Caltrans, SBCAG, utility companies, and other agencies as applicable and reviewed by the design team. Data to be obtained and reviewed includes:

- mapping and design information from the County and Caltrans for street improvement projects;
- existing surveys;
- environmental reports;
- preliminary materials (geotechnical) information;
- hydraulic information;
- traffic data (existing and forecasted traffic, level of service, capacity adequacy, operational analysis, accidents, etc.); and
- right-of-way and utility plans.

Deliverables: Field Review Notes, Photographs, As-Built Plans, Project Pertinent Information

Task 3 Topographic and Boundary Surveys

The County will provide digital and orthographic photo of the survey area. In addition, topography will be requested from Caltrans/SBCAG from the HOV Project, if applicable and available.

Vertical and horizontal control information, monumentation and benchmark information will be obtained from the County. To adequately prepare the PEER and GAD it is essential to obtain accurate and up-to-date mapping. Our survey subconsultant will perform the horizontal and vertical control and field surveys.

This new/updated mapping provided will be used for the development of the Locally Recommended Alternative (LRA) (Alternative R1-2B), and horizontal and vertical alignment for the layout sheets required for the PEER. Mapping will be provided in hard copy as well as electronic format, in AutoCAD. Field survey work will be required to verify existing clearances, right of way, building locations, and flow line elevations at significant drainage facilities.

Surveyor's Scope

Cardenas and Associates Surveyors will furnish highly qualified technical staff to provide surveys and mapping to the design team. All surveys will be based on NAD-83 and County vertical control unless directed otherwise. Initial meetings and coordination with County staff will confirm project constraints, mapping limits and survey datum requirements. Data gathering will include survey maps, corner records, area benchmarks and street centerline ties. Detailed design surveys will be made to provide mapping within tie-in areas. Property line boundary surveys will be identified and made at areas of street widening to facilitate right-of-way acquisitions, if needed. All surveys and mapping will be delivered in AutoCAD format and in project coordinates, and will include ASCII point files of all survey ties made.

Detailed Design Surveys

Perform roadway cross-section and tie-in surveys at the following locations: San Ysidro Road, N/S Jameson Lane, US-101/San Ysidro Road Ramps.

**Deliverables: 3D and 2D Aerial Maps, and 3D DTM
Design Survey Data
Street Alignments, Right of Way and Boundary Information**

Task 4 Preliminary Right of Way Engineering

ROW Identification and Impacts

Existing right-of-way information, including parcel boundaries and easements will be shown on the layout plans and used to determine the preliminary right-of-way requirements, if any. As the layout sheets are refined to include the information required for the PEER and GAD, the impacts to right-of-way will also be more thoroughly defined. This updated information will be shown on the right-of-way layout sheets and used to determine the preliminary right-of-way requirements. The cost of potential right-of-way acquisitions, including construction easements and access control modifications, will be included in the cost estimate.

Deliverables: Right-of-Way Requirements Maps

Task 5 Preliminary Utilities Identification, Coordination and Relocation

Utility Impacts/Coordination

The design team will review existing utility information available from the County, water districts, and other utility owners to determine the major facilities located in the project area. This information will be shown on the plans and used to determine potential, significant impacts to facilities and the cost estimates resulting from the impacts. TYLI will send copies of the conceptual plans showing known utilities to the utility owners requesting verification of existing facilities. The request for information will also include proposed, future improvements planned by the utility owners in the project area. Information received from the utility owners will be used to update the utility sheets and the cost

estimate for utility relocations/adjustments included in the PEER and GAD. All utility identification, coordination and relocation processes will follow the guidelines depicted in the Caltrans Project Development Procedures Manual and Right of Way Manual.

**Deliverables: Utility Request Letters
Utilities Conflict Maps
Utilities Status Matrix**

Task 6 Prepare Caltrans PEER

A Draft and Final PEER will be prepared in accordance to Caltrans' Project Development Procedures Manual (PDPM) Chapter 9 and Appendix I – Preparation Guidelines for the PEER, to document the analyses of engineering, drainage, traffic operations, and environmental impacts at the project area. The following is a list of key items of work that constitute the PEER Report. To initiate the Draft PEER process, a coordination meeting with the District Permit Engineer will be conducted by the TYLI team to discuss and identify all the necessary studies and analyses required by the process. Upon completion of, and upon receipt of comments from the County and Caltrans, we will prepare the Final PEER to accompany the 30% Submittal, including a preliminary project cost estimate.

Geometric Approval Drawing (GAD)

After obtaining all the background information, TYLI will prepare and refine geometric drawings for the LRA (the County is requested to provide electronic files of this design from the previous ICE analysis). This refining effort will include all the necessary checks, including but not limited to: as fastest path, line of sight, truck turning, and pedestrian/bicycle safety. Upon completion of these geometric drawings, and receipt of approval from the County, the TYLI team will develop Geometric Approval Drawings, which will be in conformance with Caltrans Plan Preparation Manual, for review, approval, and signature by the County and Caltrans.

Draft and Final Preliminary Geotechnical Report

We will prepare a Preliminary Geotechnical Report (PGR) in general accordance with the Caltrans guidelines. No field borings shall be obtained, nor any lab testing of the existing site conditions shall be performed. We will review as-built information provided by the County, and Caltrans, of locations at or near the San Ysidro Road Intersection, and from said information prepare a Draft PGR, for review and comment by the County and Caltrans. The report will include recommendations regarding subsurface conditions, pavement structural sections, types, seismic hazards, and wall foundation types. Once comments have been received, a Final PGR will be prepared.

Prepare Storm Water Data Report (SWDR)

Due to the extent of soil disturbance and degree of storm water impacts from the project, a “Long Form” SWDR will be prepared by TYLI team. The best management practices (BMPs) for storm water identified in the SWDR will not only comply with Caltrans standards, but also conform to the County’s SWMP guidelines and Regional Water Quality Control Board regulations.

Prepare Traffic Operations Analysis Report (TOA)

Before any work begins with this task, we will perform a period of discovery dedicated to review previous work done by Caltrans and Kittelson concerning the project. The goal of this discovery phase is to assess how much of this work could be utilized for this task, and how it can be utilized within the development of solutions to the need and purpose of the project.

Traffic Operations Analysis and Report

The Traffic Study functions as a technical report for the project's environmental document. A traffic operations analysis will be performed for the project, providing an analysis examining existing and future traffic operations in the project vicinity. This assessment will include:

- Movement and intersection delay.

- Queue lengths.

Traffic conditions will be examined for the following scenarios:

- Existing conditions.
- Project opening year, without proposed improvements.
- Project opening year, with proposed improvements.
- Year 2040 conditions, without proposed improvements.
- Year 2040 conditions, with proposed improvements.

Traffic counts will be collected for the key roadways and intersections in the Project study area. For purposes of this analysis, it is anticipated that daily machine counts will be collected on San Ysidro Road, Jameson Road North and South, and the US-101 ramps, and that a.m. and p.m. peak period turning movement counts will be collected at the two intersections.

Existing Levels of Service and Delay

Existing peak hour traffic conditions and levels of service will be assessed for the intersections. The intersection levels of service will be calculated using Intersection Highway Capacity Manual (HCM) level of service analysis methodologies.

Opening Year Without Project Traffic Volumes

Project opening year traffic volumes will be developed by applying an annual growth factor to existing traffic counts. It is anticipated that the growth factor will be based upon a comparison of the daily counts identified above with earlier counts, and traffic studies previously completed, if available, to be provided by the County and Caltrans. If comparable traffic counts are not available, opening year traffic volumes will be developed by interpolating between existing volumes and year 2040 volumes, as developed as described in the following paragraph.

Year 2040 Without Project Traffic Volumes

Year 2040 traffic volumes will be developed using a model in consultation with the County and Caltrans. The modeled traffic volumes will be post-processed according to methodologies approved by regional transportation agencies.

Year 2040 With Project Traffic Volumes

Opening year and year 2040 traffic volumes will be manually adjusted to reflect changes with and without the proposed improvements, as appropriate. Volumes will be developed for a no-project alternative and the build alternative.

Future Levels of Service and Delay

The forecast volumes will be examined to determine the resulting levels of service using HCM analysis methodologies. Anticipated vehicular delay with and without the project will be calculated.

Detour Analyses

We will also provide a detour analysis to be engaged during construction when it becomes necessary to temporarily close the San Ysidro Road ramp(s). It is anticipated this detour will involve the Olive Mill Road ramps to the north and Sheffield Road Interchange to the south.

Report Preparation

The results of the traffic operations analysis will be presented in a technical study. This study will document the methodologies used to develop forecast traffic volumes, the level of service and delay analyses, existing traffic conditions, forecast traffic conditions for the build alternative, and improvements, if needed, to maintain satisfactory operations under existing, opening year, and year 2040 conditions.

Prepare Fact Sheets for LRA

We will prepare Mandatory and Advisory Fact Sheets for the LRA to document any and all existing and proposed design exceptions, as well as the Decision Requiring Other Approvals and Permissive Standards according to the Caltrans PDPM, to be reviewed and approved by Caltrans.

Landscape and Water Quality Features and Aesthetics

We will prepare a Preliminary Landscaping Concepts, and these will also include some Low Impact Development (LID) water quality features, for the County and Caltrans review and approval. The County review will also include review and approval by the County's Montecito Board of Architectural Review (MBAR), as further discussed under Task 9: County Planning Process.

Deliverables: Draft and Final PEER

Geometric Approval Drawings

Draft and Final Preliminary Geotechnical Report

Draft and Final Traffic Operations Analysis Report

Draft and Final Storm Water Data Report

Draft and Final Mandatory and Advisory Fact Sheets

Preliminary Landscape and Water Quality Concept Plans

Task 7 Environmental Document (ED) and Task 8 California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA)

Task 7 Technical Studies

PES or PEAR

Our Environmental Team will do preliminary research in order to complete the Caltrans PES or PEAR Form, whichever is the appropriate environmental scoping document. The PES or PEAR will be submitted to Caltrans and revised as necessary to obtain approval. A thorough project description will be developed and included in the PES or PEAR.

Deliverables: Draft and Final PES or PEAR

Cultural/Archaeological Resources

Rincon will prepare the Caltrans format cultural resources documents identified in the RFP in accordance with NEPA, CEQA, and Section 106 of the National Historic Preservation Act (NHPA). All documentation will be prepared in conformance with Caltrans' Standard Environmental Reference guidelines, Volume 2, Cultural Resources. As required, all cultural resources tasks will be completed under the direction of an individual who meets the Secretary of the Interior's Professional Qualification Standards for prehistoric and historic archaeology and/or architectural history and history, as appropriate.

Rincon understands a Historic Property Survey Report (HPSR), Historic Resources Evaluation Report (HRER), and Archaeological Survey Report (ASR) are required to determine whether or not significant historic resources exist within the project Area of Potential Effects (APE) for the San Ysidro Road/US-101 Intersection. As part of this effort, Rincon will conduct archival research and cultural resources surveys of the project APE to identify historic properties. The results of the archival research, Section 106 Consultations and surveys will be included in the HPSRs, HRERs, and ASRs.

Preparation of the Indirect APE

Using the existing project footprint provided by the County in the RFP, Rincon will develop an APE. Rincon will coordinate with Caltrans and the County to ensure the indirect APE carefully considers indirect impacts to all potential resources within the vicinity. We understand several historic age resources are present in proximity to the interchange location and that new lands may be acquired by Caltrans for this project, which will require the development of an indirect APE.

Deliverables: Draft and Final APE Map

CHRIS Records Search

Compliance with Section 106 requires an affirmative search is undertaken to identify properties listed in, determined eligible, or eligible for listing, in the National Register of Historic Places (NRHP) that may be affected by the project. That search will be undertaken by performing a records search for the proposed project APE at the Central Coast Information Center at University of California, Santa Barbara.

The records search provides an overview of known archaeological and built-environment records, as well as previous studies for historic significance within a one -mile radius of the project APE. Information Center sources will include Archaeological Determinations of Eligibility (DOE) listings, historic maps, and the OHP-prepared Historic Property Data File (Data File) for communities in the APE. The Data File can contain listings in the NRHP, California Register of Historical Resources (CRHR), State Historical Landmarks, and California Points of Historical Interest. In addition, complete listings for designated local landmarks will be reviewed. Caltrans usually requires a one-mile search radius around the APE. Rincon assumes no previously recorded cultural resources will be identified by the records search within the APE.

Native American Coordination

Caltrans SER-compliant technical environmental studies require coordination with local, Native American individuals and groups who may have knowledge of, or concerns with, Native American resources in the area. Rincon will initiate this task on Caltrans' behalf by contacting the Native American Heritage Commission (NAHC) to request a Sacred Lands File search and to request a list of Native American contacts. Upon receipt of the Sacred Lands File search, Rincon will prepare and mail letters to each of the NAHC-listed contacts, requesting information, in writing, if they are aware of any Native American religious or cultural resources within, or immediately adjacent to, the project area. Up to two telephone calls will be made to each of the Native American groups on the NAHC list to document "good-faith" efforts at follow-up.

Historic Group Consultation

Pursuant to 36 CFR Section 800.4(a)(3), NEPA compliance will also require consultation with individuals and organizations that may have knowledge of, or concerns with, historic properties in the area. Consultation will include inquiries to local governments, and local historic groups regarding their knowledge of historic properties in the immediate vicinity of the APEs. As many as two telephone calls will be made to each of the groups to document "good-faith" efforts of follow-up.

Archaeological Survey Report

Rincon will conduct a reconnaissance-level archaeological survey of the Area of Direct Impacts. The survey will be conducted by an archaeologist using pedestrian transects spaced at 10-15 meter (m) intervals. For the purposes of this scope and cost estimate, Rincon assumes no archaeological resources will be encountered that require recordation or updates. Any archaeological resources identified during the survey would require a change order for formal recordation. No testing or excavation will be conducted, nor will any artifacts, samples, or specimens be collected during the survey. Rincon assumes that one 8-hour day will be needed for one archaeologist to complete the pedestrian survey.

Following completion of the archaeological survey, Rincon will prepare the ASRs. The ASR will document the results of the records search and field survey; discuss the potential eligibility of cultural resources within the APE for listing in

the National Register of Historic Places; and provide management recommendations for these resources. The report will include maps depicting the area surveyed for cultural resources. For the purposes of this scope and cost estimate, Rincon assumes the ASR will require a maximum of two rounds of revision by the County and Caltrans staff. If the locations of sensitive archaeological sites, or Native American cultural resources, will be depicted or described in the report, it will be considered confidential; the report may not be distributed to the public. In order to protect these sensitive resources, the confidential technical report shall be made available only to qualified cultural resources personnel, the County, and Caltrans on a “need to know” basis.

Historic Resources Evaluation Report

A Rincon Architectural Historian will conduct a survey of the direct and indirect APEs to identify and document historic properties that may be impacted by the proposed project. All built environment resources will be recorded and evaluated for listing in the National Register of Historic Places, the California Register of Historical Resources, and for local significance. For the purposes of this scope and cost estimate, Rincon therefore assumes that a maximum of three built environment resources older than 45 years of age will be included in the APE requiring recordation on DPR series 523 forms. Should additional properties require evaluation, a change order would be necessary.

Upon completion of the coordination with local historical groups and the built environment survey and archival research, Rincon will prepare the HRER. All work performed by Rincon will be conducted by personnel who meet the PQS for history and architectural history. A draft copy of the HRER will be submitted electronically to the County and Caltrans for review. Rincon assumes a maximum of two rounds of revision to the HRER will be required based upon County and Caltrans reviews. Upon receipt of comments, Rincon will produce the final HRER.

Historic Property Survey Report

Upon completion of the APE, consultation, surveys, HRER and ASR, Rincon will prepare a short-format Caltrans Historic Property Survey Report (HPSR). The short-format HPSR will be prepared according to Caltrans current guidance as specified in the SER. The HPSR is the overarching document that summarizes the results of the cultural resources investigation. It will include a project description, a description of the APE, details of consultation with Native American groups/individuals as well as any local government and historic groups, a summary of identification efforts, information regarding any properties identified within the APE, a list of attached documentation, and the findings of the study. Rincon assumes a maximum of two rounds of revision to the HPSR will be required based on County and Caltrans reviews. Upon receipt of comments, Rincon will produce the final HPSR.

If additional cultural resources analysis or evaluation becomes necessary, Rincon can prepare the analysis and consultation with SHPO and interested parties under a separate contract and budget.

Deliverables: Draft and Final Cultural Reports-ASR, HRER, and HPSR

Natural Environment Study-Minimal Impact (NES-MI)

Rincon Consultants biologists, led by Principal/Senior Ecologist Biologist Colby Boggs, and Associate Biologist Jamie Deutsch, will prepare a Natural Environment Study – Minimal Impact (NES-MI) in conformance with the Caltrans SER handbook. The NES-MI will consider both temporary and permanent impacts to sensitive natural communities and special-status species, including migratory birds (Migratory Bird Treaty Act) and species protected by the state and federal Endangered Species Acts. The NES-MI will also address invasive species (Executive Order 13112), the protection of wetlands (Executive Order 11990), and floodplain management (Executive Order 11988), and other applicable laws and regulations.

Impacts to special status species will be analyzed using the data acquired from the California Natural Diversity Database and other databases, pertinent biological reports, reconnaissance-level field assessment, and/or additional studies or surveys as requested by Caltrans. It should also be noted impacts to biological resources may be determined to be more than minimal. In this event, conducting a full Natural Environment Study would be warranted. If warranted and requested, Rincon would prepare a supplemental scope of work and cost estimate for the focused biological surveys and/or additional documentation. Rincon will also prepare a Quality Control and Assurance for Biological Reports form to be submitted with all reports, as required by Caltrans.

Rincon will revise the NES-MI based upon the comments received. It is assumed comments will be from the County and from the Caltrans staff peer review processes.

Deliverables: Draft and Final NES-MI

Hazardous Materials Study/Initial Site Assessment (ISA)

Rincon will prepare an ISA to identify potential or known hazardous materials, hazardous waste, and contamination in the project area as well as the party/parties responsible, or potentially responsible, for hazardous waste and contamination. According to Caltrans, the industry standard for preparing an ISA is found in the American Society for Testing and Materials (ASTM) Standard E1527-05 “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”.

Our scope of work for the ISA will consist of four elements: records review, site reconnaissance, interviews, and report preparation. Our scope of services, pursuant to ASTM practice, will not include any inquiries with respect to lead in drinking water, regulatory compliance, cultural and historic resources, industrial hygiene, health and safety, ecological resources, endangered species, or high voltage power lines. We are assuming Aerially Deposited Lead (ADL) testing will be deferred to the next phase, the PS&E.

Records Review

A records review will be conducted to help identify potential environmental liabilities associated with current and past uses of the properties within the project site. The records review will include both environmental information and historical use information readily available in public records. Information concerning potential environmental liabilities associated with known, nearby properties will be obtained using a computer database records search in accordance with minimum search distances specified in ASTM E1527-05.

Environmental agency file reviews will be conducted for unauthorized release sites that fall within the project site. Please note that any file reviews will be performed on a time and materials basis as authorized by the County. Rincon provides this review only on cost on a time and materials basis because the number of documents to be reviewed is unknown and can vary substantially.

Applicable historical use information will also be assessed by a review of two or more of the following: Sanborn Fire Insurance maps, County directory listings, USGS topographic maps, aerial photographs, and building and fire department permit files.

Site Reconnaissance

A site reconnaissance will be conducted by Rincon along with a County representative knowledgeable of the project area to identify obvious potential environmental liabilities. The project area (as accessible) will be visually inspected. Site use practices that may have impacted the project site will be reviewed, including: storage tanks, drums and containers, stained soil and stressed vegetation, drains and sumps, solid waste, and wells.

Interviews

We will interview the current owner or a designated representative of the owner to obtain additional information regarding past and present site uses as they may have affected the project site. The interview will include transmittal of an interview questionnaire to the above-referenced individual. As specified in the ASTM E1527-05 Standard Practice for Environmental Site Assessments, Rincon will also provide an interview questionnaire to the user of the ISA report. The information obtained from the interviews will be summarized in the report. If necessary, we will also interview other individuals including: regulatory agency personnel, past owners, and adjacent property owners.

Report

A report will be prepared documenting the information and findings of the research conducted for the ISA. The report will include a series of maps identifying existing site and nearby land uses. The report will contain a description of the work performed, any deviations from normal ISA procedures, and identified data gaps (if any) in the research conducted. The report will provide a summary of findings, opinions, and conclusions regarding the potential presence of environmental site conditions at the project site. The report will include recommendations for additional investigation or services, if any are warranted.

Rincon's staff holds the proper qualifications and certifications allowing us to complete the Caltrans format ISA to the ASTM 1527-05 standards. The Qualifications of the preparer of the ISA will be included in the ISA report.

Deliverables: Draft and Final ISA

Air Quality/GHG and Water Quality Assessments

Rincon will prepare a brief technical memorandum that evaluates the effects of the project related to air quality, greenhouse gas emissions, and a separate water quality assessment. The air quality analysis will describe the project setting, including existing air quality conditions in the project area, the air quality attainment status, and the inclusion of the proposed project in the Regional Transportation Plan/Regional Transportation Improvement Plan. The greenhouse gas emissions analysis will discuss the State and local GHG emissions regulatory background and applicable County and Caltrans thresholds of significance. Construction and operational air quality and greenhouse gas emissions will be described quantitatively using the CalEEMod emissions modeling software. Model inputs will be based upon construction equipment information and traffic data to be provided by the County and TY Lin. The water quality technical study will include background research of the project area, including a review of the FEMA/National Flood Insurance Program flood maps. The analysis will describe the project setting in terms of hydrology and floodplain issues and identify the bodies of water that might be affected by the project. The potential construction and operational water quality effects of the project will also be assessed.

Deliverables: Draft and Final Air Quality Technical Memorandum Draft and Final Water Quality Assessment

Noise Study

The purpose of this technical memorandum is to determine whether temporary construction noise would be consistent with Caltrans and County requirements. Rincon assumes the project would not result in any operational traffic-related noise issues. Accordingly, this report would not include an analysis of operational noise impacts.

Deliverables: Draft and Final Noise Technical Memorandum

Visual Resources

New design features at the San Ysidro/US-101 Interchange, integrating the local roads with the on and off ramps, will change the viewsheds of adjacent commercial and residential uses. Rincon will prepare a Caltrans Questionnaire to Determine Visual Impact Assessment (VIA) Level to determine the type of VIA required for each project, per Caltrans SER. Upon that determination, working with the County and Caltrans to determine the proper assessment, Rincon will conduct that analysis. Rincon has assumed an abbreviated VIA will be required and include two visual simulations (one on each side of U.S. 101). Rincon will confer with appropriate County and Caltrans staff to determine the best viewsheds to simulate and what the VIA should focus on in its analysis. Rincon will provide draft simulations and a draft VIA to the County for review, prior to submittal to Caltrans.

Deliverables: Draft and Final VIA

Community Impact Assessment

Rincon will prepare a Community Impacts Assessment (CIA) Technical Memorandum if construction easements are required for staging or for properties potentially impacted by easements/acquisitions. The memorandum will be prepared in accordance with the Caltrans SER and Environmental Handbook Volume 4, and will include information such as parcel numbers and sizes, property owners, zoning and duration of use and size of areas potentially affected by easements. Rincon will conduct a field survey as a means to ground-truth the anticipated effects of the project.

Deliverables: Draft and Final CIA Technical Memorandum

Task 8 Environmental Review (CEQA/NEPA). Preparation of an Initial Study Mitigated Negative Declaration and Categorical Exclusion (IS-MND and CE)

Rincon will prepare an Administrative Draft IS-MND and a NEPA CE in conformance with Caltrans Standard Environmental Reference (SER) and Annotated Outline (AO), and the County's Environmental Thresholds. The Administrative Draft environmental document will contain all required components of an IS-MND by addressing all possible on-site and off-site environmental impacts of the project. All CEQA environmental checklist items will be evaluated, but the technical analysis will focus on the items addressed in the technical studies or identified by the public. To the extent feasible, existing environmental documentation will be applied to the environmental analysis for the proposed project. The IS-MND will be delivered to County staff and then Caltrans staff for internal review as a courtesy and comment prior to release for public circulation of the Draft IS-MND. The CE will be prepared after Caltrans approval of the environmental technical documents and coordination with reviewing agencies has been completed, and also after public circulation of the Draft IS-MND, in order to address any public or agency comments relevant to the CE and to maintain consistency between the two documents.

Rincon, upon review and approval by the County will provide the Draft IS-MND and Notice of Completion to the County for distribution to the State Clearinghouse and other public agencies and interested parties. At the conclusion of the 30-day public review period and the public meeting, Rincon will review the comments received on the Draft IS-MND and coordinate with the County, and Caltrans as warranted, to discuss the responses. We will then prepare and submit draft responses for County review. Along with the responses to comments, we will submit a draft mitigation monitoring and reporting program (MMRP) and Environmental Commitments Record (ECR) outlining how implementation of adopted mitigation measures will be monitored. Upon incorporation of County comments on the draft responses, we will prepare the Final IS-MND and submit a draft CE to Caltrans for review and approval. Upon adoption of the MND, Rincon will prepare and file a Notice of Determination (NOD) with the State Clearinghouse and the County Clerk's office. It is assumed Caltrans will file the CE for the project.

Habitat Mitigation and Monitoring Plan (HMMP)

Rincon Consultants biologists, led by Principal/Senior Ecologist Biologist Colby Boggs, and Associate Biologist Jamie Deutsch, will prepare a Habitat Mitigation and Monitoring Plan (HMMP) for Coastal Zone Oak Tree and specimen tree replacements. The HMMP will be developed to meet the requirements of the Coastal Zone permitting agency. The measures identified within the HMMP will be consistent with those set forth in the Coastal Development Permit/Mitigated Negative Declaration and all related permits. The HMMP will address mitigation objectives, provide the location and size of restoration area(s), provide detailed plant lists, and include an irrigation/monitoring plan, schedule, and costs analyses.

Task 9 County Planning Process

Public Outreach: Community Open House Meetings

A Public Information Meeting will be held to inform the public and other stakeholders of the project of the proposed improvements. We anticipate having the same public meeting for both the Olive Mill Road Intersection Project and the San Ysidro Road Intersection Project, as it will be a joint meeting. This meeting will provide the opportunity for the general public to receive an overview of the project, as well as provide valuable feedback to the team. In conjunction with County staff, the outreach team will secure all venues and coordinate logistics for the meeting. Project fact sheets, maps, comment cards and graphic displays will be provided. These materials will be reviewed and approved by County staff prior to being used at these meetings. Spanish-language interpreters will also be made available at each meeting, and may include County Staff.

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

In conjunction with, and definitely upon completion of, the Environmental Technical Reports the TYLI Team will:

Montecito Board of Architectural Review (MBAR) Project Concept Review Meeting

After identifying the key features of the proposed improvements, TYLI team will prepare a set of 30% plans along with existing project site photographs, site constraints map, and sketches of landscaping, water quality and aesthetic treatments, including potentially landscaped features as structures to accompany the Concept Review Application. During the review meetings, at least one representative from TYLI team will attend the meeting in person to present the proposed concept to the Board and to address any concerns from the Board. It is assumed these meetings could occur on the same days as the MBAR meetings for the Olive Mill Road Intersection, and the approval process will require two meetings with MBAR; the first meeting to present the project concepts and receive comments. The second meeting will be to present the final concepts, which will include addressing the comments from the initial meeting.

Montecito Planning Commission Zoning Administrator (PC/ZA) Public Hearing

If necessary, we will meet with the PC/ZA to present the project and support the County staff during a Public Hearing. It is assumed this meeting could occur on the same day as the PC/ZA meeting for the Olive Mill Road Intersection.

Coastal Development Permit Application and Development Review Application

TYLI team will prepare the Coastal Development Permit Application. The following will be included as part of the application:

- Detailed Project Description.
- 30% Plans.
- Existing Project Site Photographs.
- Drainage Report.
- Environmental Technical Studies.
- Hazardous Waste and Substances Requirement.
- SWMP Checklist.

**Deliverables: Detailed Project Description
Public Outreach Material, Project Fact Sheets, Maps, Comment Cards, Graphic Displays
Montecito Board of Architectural Concept Review Submittal
County Coastal Development Permit Application and Development Review Application**

Task 10 30% Submittal

TYLI will produce a set of 30% plans in Caltrans Format. The 30% plans include the following:

- Title Sheet.
- Typical Sections.
- Site Map / Project Layout.
- Proposed Profiles.
- Proposed Grading Contours.
- Proposed Drainage Improvements.
- Proposed Signing and Striping.
- Proposed Landscaping/Irrigation.
- Cost Estimate.
- Proposed Utility Plan.

**Deliverables: 30% Plans
Preliminary Engineering Cost Estimate**

END of PHASE 1

Budget Worksheets (10-H forms)

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #1) PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant T.Y. Lin International Contract No. _____ Date 8/21/2017 rev 9/1/2017

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager	James Faber	190	\$102.00	\$19,380.00
Structural Lead	Stephane Dolor	13	\$92.25	\$1,199.25
Road Lead	Bethany Dawa	168	\$71.66	\$12,038.88
Environmental Lead	Alicia Lemke	110	\$63.36	\$6,969.60
Project Engineer	Jeff Burdick	54	\$65.36	\$3,529.44
Engineer	Patrick Boctor	32	\$53.26	\$1,704.32
CADD	Yi Wang	32	\$43.92	\$1,405.44
QA/QC	Jim Rucker	14	\$99.83	\$1,397.62

LABOR COSTS

a) Subtotal Direct Labor Costs	\$47,624.55
b) Anticipated Salary Increases (see page 2 for sample)	\$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]	\$47,624.55

FRINGE BENEFITS

d) Fringe Benefits (Rate <u>0.00%</u>)	e) Total Fringe Benefits
	[(c) x (d)] \$0.00

INDIRECT COSTS

f) Overhead (Rate: <u>153.037%</u>)	g) Overhead [(c) x (f)]	\$72,883.18
h) General and Administrative (Rate: <u>0.00%</u>)	i) Gen & Admin [(c) x (h)]	\$0.00
	j) Total Indirect Costs [(e) + (g) + (i)]	\$72,883.18

FEE (Profit)

q) (Rate: <u>10.00%</u>)	k) TOTAL FIXED PROFIT [(c) + (j)] x (q)	\$12,050.77
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OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs	445	\$0.535	\$238.08
m) Misc Printing/Binding/Materials	1	\$800.00	\$800.00
n) Subconsultant Costs	1	\$261,846.05	\$261,846.05

p) Total Other Direct Costs [(l) + (m) + (n) + (o) + (p) + (q)]	\$262,884.13
TOTAL COST [(c) + (j) + (k) + (p)]	\$395,442.63

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant Douglas Engineering, Inc. Contract No. _____ Date 8/22/17

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Project Manager	Douglas H Mays, PE	6	\$ 87.50	\$ 525.00
Engr Tech	Michael D Mays*	30	\$ 45.50	\$ 1365.00
CADD Tech	Paul M Mays*	22	\$ 45.50	\$ 1001.00
			\$ _____	\$ _____
			\$ _____	\$ _____

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 2891.00
- b) Anticipated Salary Increases (see page 2 for sample) \$ _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 2891.00

FRINGE BENEFITS

- d) Fringe Benefits (Rate: 27.86%)
- e) **TOTAL FRINGE BENEFITS**
[(c) x (d)] \$ 805.43

INDIRECT COSTS

- f) Overhead (Rate: 102.31%)
- g) Overhead [(c) x (f)] \$ 2957.78
- h) General and Administrative (Rate: _____%)
- i) Gen & Admin [(c) x (h)] \$ _____

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 3763.21

FEE (Profit)

- q) (Rate: 10.00 %)
- k) **TOTAL FIXED PROFIT** [(c) + (j)] x (q)] \$ 665.42

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	<u>312</u>	<u>\$ 0.54</u>	<u>\$ 168.48</u>
m) Equipment Rental and Supplies (itemize)	_____	\$ _____	\$ _____
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	_____	\$ _____	\$ _____
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	_____	\$ _____	\$ _____

p) **TOTAL OTHER DIRECT COSTS** [(l) + (m) + (n) + (o)] \$ _____

TOTAL COST [(c) + (j) + (k) + (p)] \$ 7488.11

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant Erin O Carroll, Landscape Architect Contract No. _____ Date 08.23.2017

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Erin Carroll	42	\$ 130.00	\$ 5,460.00
CADD Drafter	Erin Carroll and/or David Jones	49	\$ 85.00	\$ 4,165.00
Project Assistant	Molika Oum	5	\$ 70.00	\$ 350.00
			\$ _____	\$ 0.00
			\$ _____	\$ 0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 9,975.00
 b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 9,975.00

FRINGE BENEFITS

d) Fringe Benefits (Rate: 0.00%) e) **TOTAL FRINGE BENEFITS**
 [(c) x (d)] \$ 0.00

INDIRECT COSTS

f) Overhead (Rate: 0.00%) g) Overhead [(c) x (f)] \$ 0.00
 h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)] \$ 0.00
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 0.00

FEE (Profit)

q) (Rate: 0.00%) k) **TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$ 0.00

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	<u>1</u>	\$ <u>25.00</u>	\$ <u>25.00</u>
m) Equipment Rental and Supplies (itemize)	<u>0</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	<u>0</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	<u>0</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]			\$ <u>25.00</u>

TOTAL COST [(c) + (j) + (k) + (p)] \$ 10,000.00

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H COST PROPOSAL PAGE 1 OF 2
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
 (DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant EPIC LAND SOLUTIONS, INC. Contract No. _____ Date 8/23/2017

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Project Manager	Brian James Swanner	9	\$52.88	\$475.92
Chief Appraiser	D. Michael Mason	4	\$79.33	\$317.32
Sr. ROW Agent	Jesse Ortiz	9	\$31.73	\$285.57
Sr. GIS Analyst	Kwan Luu	9	\$31.73	\$285.57
Admin Support	Olivia Jenkins	8	\$21.63	\$173.04
Finance / Project Controls	Cheryl Sinclair	2	\$44.00	\$88.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00
		0	\$0.00	\$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$1,625.42
 b) Anticipated Salary Increases (see page 2 for sample) \$0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$1,625.42

FRINGE BENEFITS

d) Fringe Benefits (Rate 51.21%) **e) Total Fringe Benefits**
 [(c) x (d)] \$832.38

INDIRECT COSTS

f) Overhead (Rate: 71.58%) **g) Overhead [(c) x (f)] \$1,163.48**
 h) General and Administrative (Rate: 56.64%) **i) Gen & Admin [(c) x (h)] \$920.64**
j) Total Indirect Costs [(e) + (g) + (i)] \$2,916.49

FEE (Profit)

q) (Rate: 10.00%) **k) TOTAL FIXED PROFIT [(c) + (j)] x (q)] \$454.19**

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	0	\$0.00	\$0
m) Postage/Overnight Delivery	0	\$0.00	\$0
n) Appraisal Reviews (Field)	0	\$0.00	\$0
Appraisal Reviews (Desk)	0	\$0.00	\$0
			<u>\$0</u>
p) Total Other Direct Costs [(l) + (m) + (n) + (o)]			<u>\$0</u>
TOTAL COST [(c) + (j) + (k) + (p)]			<u>\$4,996</u>

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant _____ NCE _____ Contract No. _____ Date 8/23/2017

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Charlene Palmer	2	\$ 72.11	\$ 144.22
Project Manager	Ryan Shafer, PE	20	\$ 72.20	\$ 1,444.00
Project Engineer	Jim Bui, PE	30	\$ 40.39	\$ 1,211.70
QA/QC	James Signore, PE	6	\$ 65.93	\$ 395.58
CADD	Narut Leehacharoenkul, PE	12	\$ 34.13	\$ 409.56

LABOR COSTS

- a) Subtotal Direct Labor Costs \$ 3,605.06
- b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00
- c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 3,605.06

FRINGE BENEFITS

- d) Fringe Benefits (Rate: 94.08%)
- e) **TOTAL FRINGE BENEFITS [(c) x (d)]** \$ 3,391.64

INDIRECT COSTS

- f) Overhead (Rate: 113.76%)
- g) Overhead [(c) x (f)] \$ 4,100.76
- h) General and Administrative (Rate: 0.00%)
- i) Gen & Admin [(c) x (h)] \$ 0.00
- j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 7,492.40

FEE (Profit)

- q) (Rate: 10.00%)
- k) **TOTAL FIXED PROFIT [(c) + (j)] x (q)]** \$ 1,109.75

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	2	\$ 450.00	\$ 900.00
m) Equipment Rental and Supplies (itemize)		\$	\$ 0.00
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.		\$	\$ 0.00
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)		\$	\$ 0.00
p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]			\$ 900.00

TOTAL COST [(c) + (j) + (k) + (p)] \$ 13,149.91

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant Omni-Means, a GHD Company Contract No. _____ Date August 21, 2017

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
	Kamesh Vedula	66	\$ 72.12	\$ 4,759.92
	Richard Krumholz	18	\$ 124.06	\$ 2,233.08
	Heather Anderson	60	\$ 46.63	\$ 2,797.80
	Haitham Daas	120	\$ 31.01	\$ 3,721.20
	Kenneth Isenhower	80	\$ 33.89	\$ 2,711.20

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 16,223.20
 b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00
 c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 16,223.20

FRINGE BENEFITS

d) Fringe Benefits (Rate: 43.63%) e) TOTAL FRINGE BENEFITS
 [(c) x (d)] \$ 7,078.18

INDIRECT COSTS

f) Overhead (Rate: 86.04%) g) Overhead [(c) x (f)] \$ 13,958.44
 h) General and Administrative (Rate: 69.80%) i) Gen & Admin [(c) x (h)] \$ 11,323.79
 j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 32,360.42

FEE (Profit)

q) (Rate: 10.00%) k) TOTAL FIXED PROFIT [(c) + (j)] x (q)] \$ 4,858.36

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	<u>3</u>	\$ <u>519.00</u>	\$ <u>1,557.00</u>
m) Equipment Rental and Supplies (itemize)	_____	\$ _____	\$ <u>0.00</u>
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	_____	\$ _____	\$ <u>0.00</u>
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	<u>1</u>	\$ <u>10,000</u>	\$ <u>10,000.00</u>
p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]			\$ <u>11,557.00</u>

TOTAL COST [(c) + (j) + (k) + (p)] \$ 64,998.98

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

Exhibit 10-H Cost Proposal Page 1 of 1
Actual Cost-Plus-Fixed Fee or lump sum (Firm Fixed Price) contracts
 (Design, Engineering and Environmental Studies)

Note: Mark-ups are Not Allowed

Consultant: Rincon Consultants, Inc. Contract No. _____ Date 8/24/2017**DIRECT LABOR**

Classification / Title	Name	Hours	Actual Hourly Rate**	Total
Project Manager	Chris Bersbach	140	42.31	\$ 5,923.40
PIC	Richard Daulton	32	80.27	\$ 2,568.64
Assistant PM	Shauna Callery	159	57.69	\$ 9,172.71
Associate Planner	Lindsey Sarquilla	385	38.46	\$ 14,807.10
GIS		54	43.99	\$ 2,375.46
Production Specialist		33	25.80	\$ 851.40
Administrative Assistant		15	33.25	\$ 498.75
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

LABOR COSTS

a)	Subtotal Direct Labor Costs	<u>\$ 36,197.46</u>
b)	Anticipated Salary Increases	<u>\$0.00</u>
c)	Total Direct Labor Costs [(a) + (b)]	<u>\$ 36,197.46</u>

FRINGE BENEFITS

d)	Fringe Benefits Rate	<u>59.00%</u>
e)	Total Fringe Benefits	<u>\$ 21,356.50</u>

INDIRECT COSTS

f)	Overhead Rate	<u>68.31%</u>
g)	Total Overhead	<u>\$ 24,726.48</u>
h)	General and Administrative Rate	<u>-</u>
i)	Total General and Administrative	<u>\$ -</u>
j)	Total Indirect Costs [(c) + (g) + (i)]	<u>\$ 46,082.99</u>

FEE (Profit)

q)	Rate	<u>10.00%</u>
k)	TOTAL FIXED PROFIT [(c) + (j)] x (q)]	<u>\$ 8,228.04</u>

OTHER DIRECT COSTS (ODC)

	Description	Unit (s)	Unit Cost	Total
l)	Travel/Mileage Costs (supported by consultant actual costs)			\$ 10,800.00
m)	Equipment Rental and Supplies (itemize)			
n)	Permit Fees (itemize), Plan sheets (each), Test Holes (each) etc. Draft MND Final MND			
o)	Subconsultant Costs (attach detail cost proposal in same format as prime consultant estimate for each subconsultant)			\$ -

p) **Total Other Direct Costs [(l) + (m) + (n) + (o)]** **\$ 10,800.00****TOTAL COST [(c) + (j) + (k) + (p)]** **\$ 101,308.49****NOTES:**

* Employees subject to prevailing wage requirements.

** Any staff additions will be billed at the individual's classification and actual paid wages at the time service is performed. All labor will be invoiced using the actual paid wages. Overhead and fee will be locked for the duration of the contract.

EXHIBIT 10-H SAMPLE COST PROPOSAL (EXAMPLE #1) Page 1 of 2

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Consultant VMA Communications, Inc. Contract No. _____ Date 08/21/2017

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal	Valerie Martinez	8	\$ 115.00	\$ 920.00
Director	Chelsea Dickerson	40	\$ 65.93	\$ 2,637.20
Project Manager	Annette Cortez	100	\$ 50.54	\$ 5,054.00
Project Manager	Jeanette Flores	100	\$ 45.05	\$ 4,505.00
Associate	Hannah Flanagan	97	\$ 28.84	\$ 2,797.48

LABOR COSTS

a) Subtotal Direct Labor Costs \$ 15,913.68
 b) Anticipated Salary Increases (see page 2 for sample) \$ 0.00
c) TOTAL DIRECT LABOR COSTS [(a) + (b)] \$ 15,913.68

FRINGE BENEFITS

d) Fringe Benefits (Rate: 60.01%)
e) TOTAL FRINGE BENEFITS [(c) x (d)] \$ 9,549.80

INDIRECT COSTS

f) Overhead (Rate: 13.54%)
 g) Overhead [(c) x (f)] \$ 2,154.71
 h) General and Administrative (Rate: 90.14%)
 i) Gen & Admin [(c) x (h)] \$ 14,344.59
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] \$ 26,049.10

FEE (Profit)

q) (Rate: 7.00%)
k) TOTAL FIXED PROFIT [(c) + (j)] x (q) \$ 2,937.39

OTHER DIRECT COSTS (ODC)

Description	Unit(s)	Unit Cost	Total
l) Travel/Mileage Costs (supported by consultant actual costs)	<u>935</u>	\$ <u>0.54</u>	\$ <u>500.23</u>
m) Equipment Rental and Supplies (itemize)	<u>1</u>	\$ <u>4,500.00</u>	\$ <u>4,500.00</u>
n) Permit Fees (itemize), Plan sheets (each), Test Holes (each), etc.	_____	\$ _____	\$ <u>0.00</u>
o) Subconsultant Costs (attach detailed cost proposal in same format as prime consultant estimate for each subconsultant)	_____	\$ _____	\$ <u>0.00</u>
p) TOTAL OTHER DIRECT COSTS [(l) + (m) + (n) + (o)]			\$ <u>5,000.23</u>

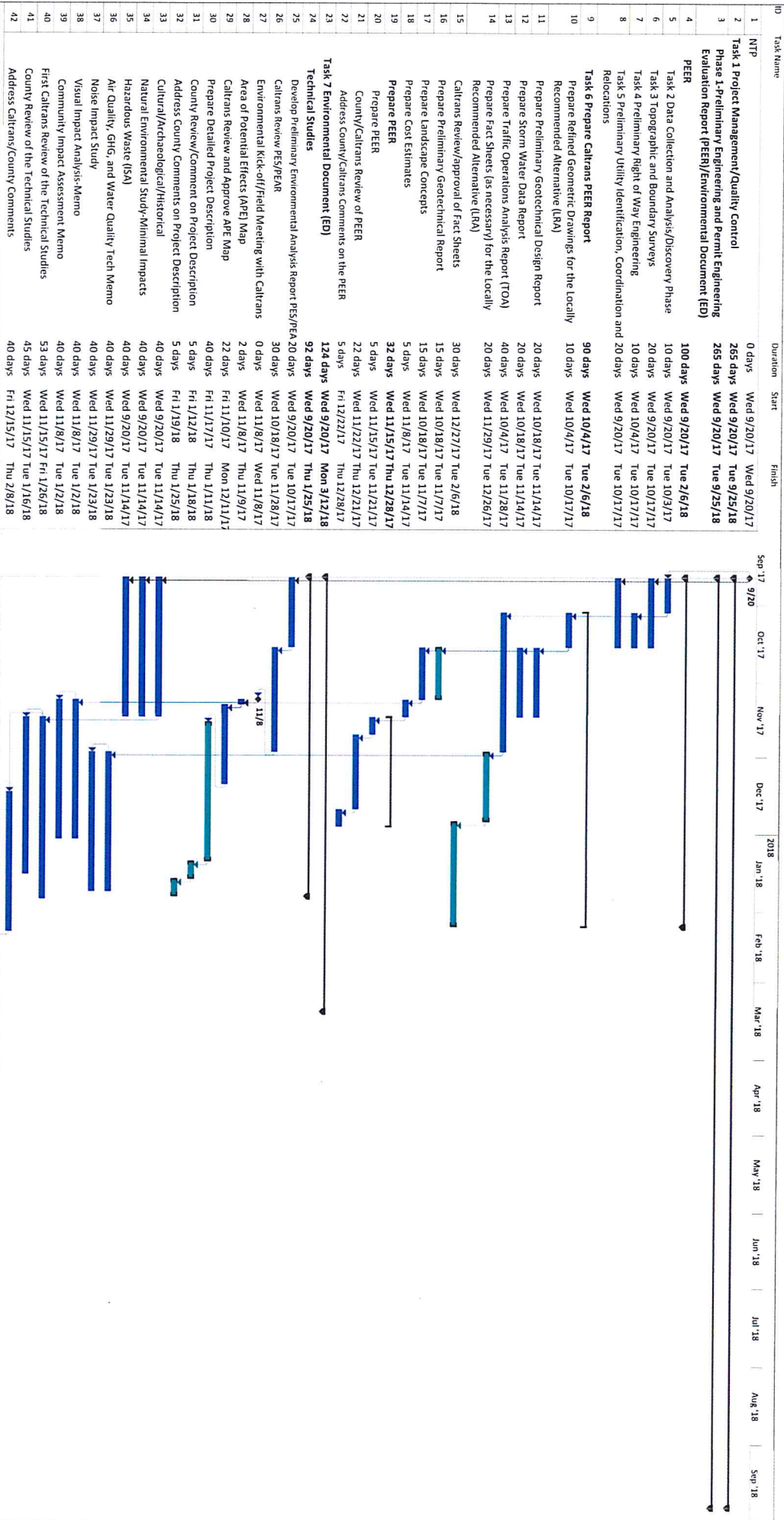
TOTAL COST [(c) + (j) + (k) + (p)] \$ 49,904.58

NOTES:

- Employees subject to prevailing wage requirements to be marked with an *.
- ODC items should be based on actual costs and supported by historical data and other documentation.
- ODC items that would be considered "tools of the trade" are not reimbursable.
- ODC items should be consistently billed directly to all clients, not just when client will pay for them as a direct cost.
- ODC items when incurred for the same purpose, in like circumstances, should not be included in any indirect cost pool or in overhead rate.

Schedule

**Olive Mill Road and San Ysidro Road
Interchange/Intersection Improvements Project
County of Santa Barbara-San Ysidro Road Intersections - CEQA IS/MND
August 1, 2017**



Project: 170608 OM Schedule
Date: Tue 8/1/17

Task Summary: Summary, Project Summary, External Tasks

Task: Task, Milestone

External Milestone: External Milestone, Inactive Milestone

Inactive Task: Inactive Task, Manual Task, Duration-only

Manual Summary Rollup: Manual Summary, Start-only

Finish-only: Finish-only, Deadline

Critical Split: Critical Split, Progress

**Olive Mill Road and San Ysidro Road
Interchange/Intersection Improvements Project
County of Santa Barbara-San Ysidro Road Intersection- CEQA IS/MND
August 1, 2017**

Task Name	Duration	Start	Finish
43	0 days	Thu 2/8/18	Thu 2/8/18
44	22 days	Fri 2/9/18	Mon 3/12/18
45	10 days	Fri 2/9/18	Thu 2/22/18
46	163 days	Fri 2/9/18	Tue 9/25/18
47	30 days	Fri 3/9/18	Thu 3/22/18
48	10 days	Fri 3/23/18	Thu 4/5/18
49	10 days	Fri 4/6/18	Thu 4/19/18
50	22 days	Fri 4/20/18	Mon 5/21/18
51	5 days	Tue 5/22/18	Mon 5/28/18
52	0 days	Mon 5/28/18	Mon 5/28/18
53	30 days	Tue 5/29/18	Mon 7/9/18
54	5 days	Tue 7/10/18	Mon 7/16/18
55	128 days	Fri 9/30/18	Tue 9/25/18
56	30 days	Fri 9/30/18	Thu 5/10/18
57	0 days	Thu 5/10/18	Thu 5/10/18
58	41 days	Tue 6/19/18	Wed 8/15/18
59	2 days	Tue 6/19/18	Wed 6/20/18
60	10 days	Tue 6/19/18	Mon 7/2/18
61	5 days	Tue 7/3/18	Mon 7/9/18
62	2 days	Tue 6/19/18	Wed 6/20/18
63	5 days	Tue 7/3/18	Mon 7/9/18
64	10 days	Tue 7/3/18	Mon 7/16/18
65	0 days	Mon 7/16/18	Mon 7/16/18
66	0 days	Wed 8/15/18	Wed 8/15/18
67	40 days	Tue 7/17/18	Mon 9/10/18
68	1 day	Tue 9/11/18	Tue 9/11/18
69	27 days	Tue 7/3/18	Wed 8/8/18
70	5 days	Tue 7/3/18	Mon 7/9/18
71	5 days	Tue 7/3/18	Mon 7/9/18
72	0 days	Tue 7/10/18	Wed 8/8/18
73	0 days	Tue 9/11/18	Tue 9/11/18
74	10 days	Wed 9/12/18	Tue 9/25/18

Project: 170608 OM Schedule
Date: Tue 8/1/17

Task Split
Milestone

Summary
Project Summary
External Tasks

External Milestone
Inactive Task
Inactive Milestone

Inactive Summary
Manual Task
Duration-only

Manual Summary Rollup
Manual Summary
Start-only

Finish-only
Deadline
Critical

Critical Split
Progress

Organizational Chart



- SUBCONSULTANT PARTNERS**
- 1 Rincon Consultants, Inc. ❖
 - 2 Omri-Means
 - 3 MTJ Engineering
 - 4 Arcadia Studio Landscape Architecture ❖
 - 5 Cardenas & Associates Surveying, Inc. (DBE) ❖
 - 6 Douglas Engineering, Inc. (SBE)
 - 7 VMA Communications (DBE)
 - 8 Epic Land Solutions, Inc. (DBE)
 - 9 NCE
 - 10 Erin O Carroll Landscape Architect ❖
- * Key Personnel
- ❖ Santa Barbara Region Local Firm

EXHIBIT B

PAYMENT ARRANGEMENTS Actual Cost Plus Fixed Fee

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONTRACTOR'S Cost Proposal Exhibit A-1, unless additional reimbursement is provided for by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY'S approved overhead rate set forth in the Cost Proposal Exhibit A-1. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal Exhibit A-1 and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of **\$12,050.77**. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR'S fixed fee will be included in the monthly progress payments. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 29 Termination.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Section 11 Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR'S work. Invoices shall be mailed to COUNTY'S Contract Administrator at the following address:

Walter Rubalcava
County of Santa Barbara
Public Works Transportation
123 E. Anapamu Street
Santa Barbara CA 93101
805.568.3047

- H. The total amount payable by COUNTY including the fixed fee shall not exceed **\$ 395,442.63**.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts shall contain the above provisions.

EXHIBIT C

Indemnification and Insurance Requirements (For Design 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, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by

the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

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

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

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

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