

# 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 Diversified Project Services International, Inc. with an address at 705 Fiero Ln., Ste 10, San Luis Obispo, CA 93401 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and County agrees to accept the services specified herein.

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

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

## 1. DESIGNATED REPRESENTATIVE

Benjamin Schmidt at phone number 805-568-3337 is the representative of County and will administer this Agreement for and on behalf of County. Jeffrey Zambo at phone number 805-250-2891 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated County representative may also be referred to herein as the "Contract Administrator."

## 2. NOTICES

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

To County: Benjamin Schmidt, Public Works, 123 E. Anapamu St., Santa Barbara, CA, 93101, 805-568-3337, bschmidt@countyofsb.org

To CONTRACTOR: Jeffrey Zambo, Diversified Project Services International, Inc., 705 Fiero Ln., Ste 10, San Luis Obispo, CA, 93401, 805-250-2891, jzambo@dpsiinc.com

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

## 3. SCOPE OF SERVICES

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

## 4. PERFORMANCE PERIOD

A. CONTRACTOR shall commence performance on 2/14/2023 and end performance upon completion, but no later than 6/30/2027 unless otherwise directed by County or unless earlier terminated.

B. The Director of Public Works, or designee, may extend the period of performance of this Agreement for up to a period of one year by giving written notice of extension to CONTRACTOR.

## 5. COMPENSATION OF CONTRACTOR

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

## 6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent CONTRACTOR as to

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

## **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to County pursuant to this Agreement, shall be prepared in a 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.

## **8. DEBARMENT AND SUSPENSION MANDATORY DISCLOSURE**

- 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.

## **9. TAXES**

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

**10. CONFLICT OF INTEREST**

- A. CONTRACTOR shall disclose in writing any financial, business, or other relationship with County that may have an impact upon the outcome of this Agreement, or any ensuing County construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing County construction project, which will follow.
- B. 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 Agreement.
- C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.
- D. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this Agreement is also employed by the construction CONTRACTOR for any project included within this Agreement.
- F. Except for subcontractor whose services are limited to materials testing, no subcontractor who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.

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

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

**12. NO PUBLICITY OR ENDORSEMENT**

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

### **13. COUNTY PROPERTY AND INFORMATION**

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

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

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

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

### **15. INDEMNIFICATION AND INSURANCE**

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

### **16. NONDISCRIMINATION**

- A. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- B. 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.
- C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT
- D. 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.
- E. **Statement of Compliance California:**
  - 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 Agreement, CONTRACTOR and its subcontractors shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they

unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- 3) CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full

**F. Federal Assurances:**

- 1) The CONTRACTOR, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States 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.
- 2) The CONTRACTOR shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subcontractors.
- 3) CONTRACTOR, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the DBE Program Plan, CONTRACTOR, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.
- 4) Solicitations for subcontractors, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- 5) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by COUNTY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to COUNTY, and shall set forth what efforts it has made to obtain the information.
- 6) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, COUNTY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies,
  - b. and/or Cancellation, termination or suspension of the Agreement in whole or in part.

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

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- 2) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

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

#### 17. NONEXCLUSIVE AGREEMENT

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

#### 18. NON-ASSIGNMENT

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

#### 19. TERMINATION

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

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

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

## **20. SECTION HEADINGS**

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

## **21. SEVERABILITY**

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

## **22. REMEDIES NOT EXCLUSIVE**

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

## **23. TIME IS OF THE ESSENCE**

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

## **24. NO WAIVER OF DEFAULT**

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

## **25. ENTIRE AGREEMENT AND AMENDMENT**

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

**26. SUCCESSORS AND ASSIGNS**

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

**27. COMPLIANCE WITH LAW**

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

**28. CALIFORNIA LAW AND JURISDICTION**

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

**29. EXECUTION OF COUNTERPARTS**

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

**30. AUTHORITY**

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

**31. SURVIVAL**

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

**32. PRECEDENCE**

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

**33. HANDLING OF PROPRIETARY INFORMATION**

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

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

**34. IMMATERIAL AMENDMENTS**

CONTRACTOR and County agree that immaterial amendments to this Agreement such as time frame and mutually agreeable work program changes which will not result in a change to the total Agreement 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.



### 35. NEWS RELEASES/INTERVIEWS

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

### 36. FEDERAL AND STATE PREVAILING WAGE RATES

As applicable:

- 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 Agreement shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. No CONTRACTOR or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- E. Payroll Records
  1. As Each CONTRACTOR and Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - i. The information contained in the payroll record is true and correct.
    - ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
    - i. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
    - ii. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.
    - iii. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
  3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to

- the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or Subcontractor performing the work shall not be marked or obliterated.
  5. The CONTRACTOR shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  6. The CONTRACTOR or Subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- F. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.
- G. Penalty
1. The CONTRACTOR and any of its Subcontractors shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONTRACTOR or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
  2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or Subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
  3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or Subcontractor.
  4. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:
    - a. The AGREEMENT executed between the CONTRACTOR and the Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
    - b. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
    - c. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
    - d. Prior to making final payment to the Subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.

5. Pursuant to Labor Code §1775, COUNTY shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

H. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONTRACTOR shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONTRACTOR or any of its Subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in §1815.

I. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONTRACTOR and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONTRACTORS and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONTRACTOR and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

**37. 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. When a CONTRACTOR or Subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply."
- E. All subcontracts shall contain the above provisions.

**38. SUBCONTRACTING**

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between County and any subcontractor(s), and no subcontract shall relieve 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 Agreement shall be subcontracted without written authorization by County's designated representative, 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 Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- E. Any substitution of subcontractor(s) must be approved in writing by County's designated representative prior to the start of work by the subcontractor(s).

F. Prompt Progress Payment

CONTRACTOR or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR or subcontractor to a subcontractor, CONTRACTOR or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

G. Prompt Payment of Withheld Funds to Subcontractors

No retainage will be held by the County from progress payments due to CONTRACTOR. CONTRACTORS and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

**39. SUBCONTRACTORS**

CONTRACTOR is authorized to subcontract with NONE LISTED as identified in Exhibit . 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.

**40. EQUIPMENT PURCHASES**

- A. Prior authorization in writing, by County's designated representative 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 designated representative; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this Agreement is subject to the following: "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 Agreement, or if the Agreement 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.

#### **41. AUDIT REVIEW PROCEDURES**

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County's Deputy Director - Finance and Administration for Public Works.
- B. Not later than 30 days after issuance of the final audit report, 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 Agreement.
- D. CONTRACTOR and subcontractor Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, County, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by County 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 Agreement 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, County or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the County to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- a. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing

Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide and other applicable procedures and guidelines is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) -the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- b. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
- c. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
- d. CONTRACTOR may submit to County final invoice only when all of the following items have occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of County; and, (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between County and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

#### **42. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

#### **43. 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.

**44. 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 Agreement 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).

**45. 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.

**46. SUSPENSION FOR CONVENIENCE**

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

**47. DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS**

CONTRACTOR must submit Local Assistance Procedures Manual Exhibit 9-F, 'Disadvantaged Business Enterprise (DBE) Running Tally of Payments,' no later than the 10<sup>th</sup> day of the following month after submitting an invoice for reimbursement. Form must also be emailed to [Business.Support.Unit@dot.ca.gov](mailto:Business.Support.Unit@dot.ca.gov).

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

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

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

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.

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

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

B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONTRACTOR or subcontractors shall be in accordance with information contained in Exhibit 10-02: CONTRACTOR Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

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

D. Contract Assurance

Under 49 CFR 26.13(b):

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

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

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

E. Termination and Substitution of DBE Subcontractors

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

CONTRACTOR may request to use other forces or sources of materials if CONTRACTOR shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. The COUNTY stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet the COUNTY's bond requirements.



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

CONTRACTOR shall notify the original DBE of the intent to use other forces or material sources and provide the reasons and provide the DBE with 5 days to respond to the notice and advise CONTRACTOR and the COUNTY of the reasons why the use of other forces or sources of materials should not occur.

CONTRACTOR's request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph.
2. Notices from CONTRACTOR to the DBE regarding the request.
3. Notices from the DBEs to CONTRACTOR regarding the request.

If a listed DBE is terminated or substituted, CONTRACTOR must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet or exceed the DBE goal.

#### F. Commitment and Utilization

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

The CONTRACTOR shall:

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

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

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

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

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

- G. A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT, as set forth in 49 CFR § 26.55.
- J. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONTRACTOR's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subcontractor is decertified during the life of the AGREEMENT, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the AGREEMENT, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
- L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10th of the following month, the prime contractor shall complete and email the Exhibit 9- F: Disadvantaged Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the Agency.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

#### **48. FUNDING REQUIREMENTS**

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

#### **49. SAFETY**

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code § 591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the

requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

- C. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code § 6500 and § 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

**50. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

**51. PROMPT PAYMENT FROM THE COUNTY TO CONTRACTOR**

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

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

**52. TITLE VI ASSURANCES**

**APPENDICES of the TITLE VI ASSURANCES**

CONTRACTOR shall comply with the following Appendices of the Title VI Assurances as shown below. CONTRACTOR must include any applicable Title VI Assurances in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

**53. INDEFINITE DELIVERY, INDEFINITE QUANTITY**

This is an indefinite-quantity contract for the services specified, and effective for the period stated in Section 4. Performance shall be made only as authorized by task orders. The Contractor shall furnish to the County, when and if ordered, the services specified within the scope of Exhibit A and the specific task order, but shall in no way

exceed the amount specified in Exhibit B. The County shall order at least the minimum amount of services shown in Exhibit B.

There is no limit on the number of task orders that may be issued. The County may issue task orders requiring delivery to multiple destinations or performance at multiple locations.

Any task order issued during the effective period shown in Section 4 of this Agreement and not completed within that period shall be completed by the Contractor within the time specified in the task order. The Agreement shall govern the Contractor's and County's rights and obligations with respect to that task order to the same extent as if the task order were completed during the contract's effective period; provided, that the Contractor shall not be required to provide any services under this Agreement after \_\_\_\_\_ [insert date].

## APPENDIX A

During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (herein collectively referred to as CONTRACTOR agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

**APPENDIX B  
CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\* (\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**APPENDIX C**

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY,  
FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land" that:
  - 1) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will

maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

#### APPENDIX D

#### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest ,and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

#### APPENDIX E

During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

#### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 +U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## CONTRACTOR SIGNATURE PAGE

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

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

**CONTRACTOR:**

Jeffrey Zambo

Diversified Project Services International, Inc.

705 Fiero Ln. Ste. 10


San Luis Obispo, CA 93401

973308

Business Type: Corporation

jzambo@dpsiinc.com

805-250-2891

By:   
Authorized Representative

Date: 2.9.23



## COUNTY SIGNATURE PAGE

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

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

Das Williams

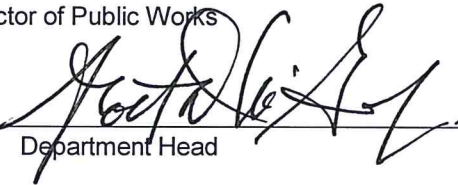
By: \_\_\_\_\_  
Deputy Clerk

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

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

**RECOMMENDED FOR APPROVAL:**

Scott D. McGolpin  
Director of Public Works

By:  \_\_\_\_\_  
Department Head

Date: 3/22/23

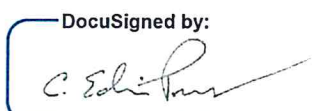
**APPROVED AS TO FORM:**

Greg Milligan  
Risk Manager

By:  \_\_\_\_\_  
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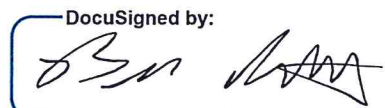
**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:  \_\_\_\_\_  
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Deputy County Counsel

## Exhibit A – Statement of Work

Jeffrey Zambo 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.

Work shall comply with the proposal dated October 26, 2022 and will occur pursuant to executed Task Orders.

Work shall be within the assigned maintenance Division of the County except as specified in the RFP and Exhibit B. The work includes surveying, preliminary and final SURVEY OF transportation public works as specified. The work does provide evaluation or a discipline reports and is therefore A&E (Architecture & Engineering) service (Reference: California Government Code §4527). The Contractor assigned maintenance Division is SANTA MARIA.



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

## Exhibit A – Statement of Work

### SCOPE OF WORK AND PROJECT DELIVERABLES

#### 1.1 DESCRIPTION OF WORK

The successful Contractor will provide SURVEYOR Services as required for each Task Order and as so ordered by the Contract Manager, or designee. *The selected Contractor shall maintain all required certifications to perform the work in this RFP, namely a California Professional Land Surveyor in responsible charge.* Contractor shall have the ability to respond in a timely and cost-efficient manner to the County requests for SURVEYOR Services at any transportation project location throughout each assigned Maintenance Division within the County.

SURVEYOR Services may also include, but not be limited to: Property Line Retracement, Property Corner Establishment, Boundary Surveys, Subdivision Mapping, Lot Line Adjustments, Parcel Validity, Certificates of Compliance, Mergers, Easements, ALTA Surveys, Traffic Accident Surveys, Topographic Surveys, FEMA Elevation Certificates, Road Right-of-Way Research and other associated tasks in accordance with County directives on an as-needed basis. The scope of services will be defined by the Work Statement in the executed agreement and subsequent Task Orders. A general example is as follows:

#### WORK STATEMENT

Contractor agrees to provide County, including but not limited to, SURVEYOR services as needed. Work is to begin upon County and Contractor developing a testing estimate and schedule in a Task Order. Scope of work typically includes:

- a. Review of existing right-of-way documents and site conditions;
- b. Performing topographic and aerial field surveys
- c. Preparing right-of-way boundary surveys
- d. Prepare drafts and final reports and legal descriptions and maps
- e. Prepare base map drawings and CAD files for use by designers

If the proposer is using subcontractors to perform certain work, no additional markup is allowed. The cost shown in the cost proposal for any work that a subcontractor may perform shall include any markups as resolved between the contractor and subcontractor.

This contract requires a DIR number issued by the California Department of Labor Relations for prevailing wage field surveying work on each Task Order Project.

#### 1.2 TASKS AND DELIVERABLES

The scope of work will be broken down into the following tasks and associated deliverables:

##### 1. Contract Management

- a. Manage, administer, and coordinate all work required
- b. Coordinate with and inform the Contract Manager of staffing, schedule and budget changes
- c. Submit timely and accurate invoices

##### 2. Task Order Management

- a. Timely execution of field surveying work
- b. Preparation and submittal of SURVEYOR Services data in the time specified by the Contract or Task Order
- c. Assessment – assess the site and the geographic extent of the survey
- d. Scheduling – begin and complete survey work as defined in the Task Order

## Exhibit A – Statement of Work

- e. Data collection – the surveyor takes physical measurements from many different points on the subject property
- f. Processing –filter, sort, and arrange the collected data to develop a finished ground surface with contour lines to the specified accuracy
- g. Quality control – inspect the output to meet the accuracy specified.
- h. Survey delivery – submit map in the output format requested.

County anticipates each Task Order under the IDIQ agreement will likely include, but not be limited to, the following deliverables:

- Schematic (drawing) showing all set control points, coordinates values & elevations, record monuments, description and reference information to be signed and sealed with a surveyor’s statement of responsibility by a California Licensed Professional Land Surveyor
- Documentation of preliminary records research and field reconnaissance of the jobsite and submitting documentation thereof;
- Field surveying notes and records;
- Raw point data
- Topographic survey map prepared in Autodesk Civil 3D;
- Other data and reports

The following table is the estimated quantity of staff hours for a single maintenance area over the 5-year term.

This estimate shall form the basis of your Cost Proposal without changing the quantity of staff hours. Produce and submit a Cost Proposal upon request SEPARATE from your proposal.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT</u>	<u>EST. QTY.</u>
1	CONTRACT MANAGER	HR	400
2	LICENSED LAND SURVEYOR (PLS)	HR	1500
3	CHIEF OF PARTY	HR	2000
4	INSTRUMENTMAN	HR	2000
5	CHAINMAN/RODMAN	HR	2000
6	-TRAVEL RATE; including HOURS for general mobilization and movement, non-Prevailing wage rate while driving and all the actual vehicle costs (fuel, insurance, lease, tax, etc. ALL); ACTUAL HOURS, no minimums; County Line to jobsite location if lab is outside the County otherwise point of origin to jobsite.	HR	2000

## Exhibit A – Statement of Work

### 1.3 STANDARDS

The Contractor is expected to be knowledgeable of and adhere to the latest editions of pertinent standards of practice. This includes, but is not limited to:

- Current Caltrans Standard Specifications, Plans, and Land Surveying Manual
- All deliverables will comply with County, State, and Federal regulations
- All deliverables will be in English units
- All deliverables must be provided using the County's Survey and Autodesk Civil 3D template.
- All deliverables must be prepared using the latest version of Autodesk Civil 3D used by the County.
- AMERICAN CONGRESS OF SURVEYING & MAPPING (ACSM) and NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS (NSPS) surveying standards, accuracy and procedures apply to Task Order requests

### 1.4 PERSONNEL REQUIREMENTS

- Overview; The Contractor's personnel shall be capable, competent, and experienced in performing the types of work indicated in this RFP with minimal instruction and little to no supervision. Personnel skill level should match the job classifications as set forth below. The Contractor's personnel shall be knowledgeable about, and comply with, all applicable federal, state, and local laws and regulations. In location(s) where the Contractor personnel are expected to work for an extended period of time, the Contractor shall either relocate the personnel or make every effort to hire local persons at no additional cost to the County.
- Task Orders; Prior to preparing and issuing a Task Order, the County will discuss the availability of Contractor to fulfill the SURVEYOR Services assignment based on input from the County. Once chosen, County will submit any applicable project documents to Contractor. Contractor confirms personnel by providing written communication that the Contractor is available for assignment.
- Additions or Substitutes; The Contractor is required to submit a written request and obtain the County's prior written approval for any substitutions or additions to the Contractor's originally proposed personnel and project organization, as depicted on the proposed Contractor's Organization Chart or in the Contractor's cost proposal. Substitute personnel shall have the same job classification, meet or exceed the qualifications and experience level of the previously assigned personnel, and not exceed the billing rate so that no additional cost is incurred by the County. The substitute personnel shall have significant experience in the work involving similar transportation facilities for, at a minimum, two (2) previous projects, unless otherwise approved by the County.

The Contractor's personnel shall typically be assigned to and remain on Task Order work until completion and acceptance of the project/deliverables by the County. After the County's approval of the Contractor's personnel and Task Order execution, the Contractor may not add or substitute personnel without the County's prior written approval. Any substitute personnel shall meet the qualifications for performance of the work as demonstrated by a resume and copies of current certifications submitted by the Contractor.

Invoices with charges for personnel not pre-approved in writing by the County Contract Manager for work on the Contract and for each Task Order *shall not be reimbursed*. The removal or replacement of personnel without the written approval from the County shall be a material breach of the IDIQ agreement and may result in termination.

- Contractor Employee Leave; When assigned Contractor personnel are on approved leave and required by the County, the Contractor shall provide a substitute employee until the assigned employee returns to work from the approved leave. Substitute personnel shall be provided as described above.
- Training; The Contractor is responsible to provide fully trained personnel to efficiently perform the work.

## Exhibit A – Statement of Work

All costs, fees, and expenses associated with the training, or re-certification, including any transportation costs and training fees, shall be the Contractor's responsibility.

- Job Classification: Contract Manager; Contractor shall provide a Contract Manager that will be responsible for the work under the IDIQ agreement. The Contractor Contract Manager shall perform, or ensure the performance of, the tasks described in the IDIQ agreement and subsequent Task Orders. In addition to other specified responsibilities, the Contractor Contract Manager shall be responsible for all matters related to the Contractor's personnel performing SURVEYOR Services work, and Contractor's operations including, but not limited to:
  - Ensuring that deliverables are clearly defined and time-bound; and that the deliverables satisfy the County.
  - Supervising, reviewing, monitoring, training, and directing the Contractor's work.
  - Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the County Contract Manager.
  - Administering personnel actions for Contractor personnel and ensuring appropriate actions taken for personnel.
  - Maintaining and submitting organized project files for record tracking and auditing.
  - Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
  - Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
  - Assuring that all applicable safety measures are in place.
  - Providing monthly invoices no later than 30 days after the end of the month the work occurred within and include total Task Order amount, amount billed to date under the Task Order to date, the Task Order balance as well as the same for the total contract value.
  - Reviewing invoices for accuracy and completion before billing to the County.
  - Managing overall budget for Contract and provide report to the County Contract Manager.
  - Monitoring and maintaining required DBE involvement documentation.
  - Ensuring compliance with the provisions in this Contract and all specific Task Order requirements.
  - Monitoring the health and safety of personnel working in a hazardous environment in accordance with all applicable federal, state, and local regulations.
  - Knowledge, experience, and familiarity with prevailing wage issues and requirements in state of California.
  
- Job Classification: Licensed Land Surveyor. As required, shall be registered & licensed in the State of California, in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists. The LS shall also have a documented minimum of 5 (five) years of surveying experience.
  
- Job Classification: Field Surveyor Crews and other project personnel not identified on the Contractor's cost proposal, including, but not limited to, administrative office staff, shall also satisfy appropriate minimum qualifications identified herein or in each Task Order.

### 1.5 GENERAL REQUIREMENTS & TOOLS/MATERIALS

- Safety; Work shall not be performed when conditions prevent safe and efficient operation. If such a condition exists Contractor agrees to immediately notify County.

## Exhibit A – Statement of Work

- Overtime; The Contractor Contract Manager may direct the Contractor's employees to work overtime to meet Task Order schedules at Contractor's own expense. Otherwise, all overtime that will be submitted to County for payment shall be pre-approved and directed in writing by the County in the applicable Task Order or follow up written communication. County will only pay overtime to persons covered by the Fair Labor Standards Act.
- Costs; The County shall not incur costs beyond the funding commitments in each Task Order. If the Contractor anticipates that funding for work will be insufficient to complete work, the Contractor shall promptly notify the County in writing.

The Contractor may claim reimbursement for providing equipment or supplies. However, such claimed costs shall be in compliance with 48 Code of Federal Regulation (CFR), Chapter 1, Part 31 (Federal Acquisition Regulation - FAR cost principles) and 2 CFR, Part 200, and be consistent with the Contractor's company-wide allocation policies and charging practices with all clients including federal government, state governments, local agencies, and private clients.

- Cost Prohibitions; The County shall not reimburse the Contractor for costs to relocate its personnel to the service area. The County shall not reimburse the Contractor for per diem costs, unless preapproved by the County. The County shall not reimburse the Contractor for out-of-state travel without prior written approval from the County.
- Tools/Materials; Contractor shall provide all necessary tools, instruments, equipment, materials, supplies, and personal protective equipment required to perform the work identified in each Task Order and the agreement accurately, efficiently, and safely. The Contractor's personnel shall be fully trained in the use of such necessary tools, instruments, equipment, materials, supplies, and safety equipment. The Contractor shall not be reimbursed separately for tools of the trade.

Contractor shall have and provide adequate office equipment and supplies to complete the work required. Such equipment and supplies shall include, but not be limited to:

- Office Supplies.
- Calculators, computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
- Data processing systems, software packages, reference materials, field survey equipment, or other tools, including hardware and software, used in providing surveying deliverables.

If the Contractor fails to submit the work products, upon request by the County, the County shall have the right to withhold payment and/or terminate the Task Order or the IDIQ agreement in accordance with the termination provisions. If the Contract is terminated, the Contractor shall, at the County's request, return all materials recovered or developed by the Contractor under the Contract including, but not limited to, photos, field notes, computer data files, maps, artifact collections, catalogs, estimates, office notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, products, data, manuals, details, deliverables, backup documents, other documents, and all other items produced under the Contract.

The County shall not pay the Contractor for the Contractor's work under the Contract and the charges incurred by the Contractor that does not conform to the requirements specified in the Contract and to the applicable Task Order, and such work shall be corrected at the Contractor's sole expense at no additional cost to the County.

## **Exhibit B – Payment Arrangements Specified Rates of Compensation**

- A. The method of payment for the work shall be at the rate specified for each class of employee engaged directly in the work, as attached in this Exhibit. The specified rate shall include full compensation to Contractor for the work as described, including profit and overhead and also include but not be limited to, all materials, equipment, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore. Additional compensation may only be authorized with a contract amendment.

Specific projects will be assigned to CONTRACTOR through issuance of Task Orders. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. When a project arises within the maintenance Division to which Contractor is assigned, that Contractor will automatically be selected for the required SURVEYOR Services which will be formally outlined in the draft Task Order. If a project is on the boundary between 2 maintenance Divisions, the SURVEYOR Services Contractor with the least total dollar amount of previously issued Task Orders will be selected for the work in question. For a countywide project with work in various Divisions, then a Draft Task Order will be sent to the Contractor that has, to date, received the lowest cumulative dollar amount of previously issued TASK ORDERS. This process will continue such that whichever of the 3 Contractors has the lowest total dollar amount of existing TASK ORDERS at the time of the subject project award will be selected to perform the work via transmittal of a draft Task Order. In addition, work within a maintenance Division which cannot be performed by the assigned Contractor due to a lack of available staff, scheduling conflicts, et al other reasons that would delay the required SURVEYOR Services the work may be assigned to a Contractor from another maintenance Division at the sole discretion of the Contract Manager or their designee.

- B. A draft Task Order will identify the scope of services, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within five (5) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR. Projects, task orders, and overall contract budget will be tracked by the County.
- C. Payment for vehicle expenses for Contractor's field personnel shall be included in the items identified per the approved Cost Proposal and shall provide for a fully equipped vehicle with flashing amber lights and other required equipment, as specified in Exhibit A, Statement of Work.

The specified rates Contractor (including all required tools, equipment, etc.) shall be as listed in the approved Cost Proposal.

Each Task Order shall be negotiated with a specific amount of total units of work which must be based on the rates set forth in CONTRACTOR's Cost Proposal, shown above. Additional line items may be added to this list pursuant to County request and negotiation on cost and documented in writing.

- D. The method of payment for this contract will be based on specific rates of compensation. County will reimburse Contractor for all costs (including labor costs, employee benefits, travel, equipment-rental costs, profit, overhead and other direct costs) incurred by Contractor in performance of the work through the specific rates of compensation above. 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 Cost Proposal, 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 approved overhead rate set forth in the approved Cost Proposal except for prevailing wage rates beyond the annual escalation rate. In the event, County determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by County may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "M," shall not be exceeded unless authorized by contract amendment.



- E. Reimbursement for transportation and subsistence costs are included in the rates specified in the approved Cost Proposal. Regardless of inclusion in a cost proposal, the County shall not reimburse the Contractor for costs to relocate its personnel to the service area. The County shall not reimburse the Contractor for per diem costs, unless preapproved in writing by the County. The County shall not reimburse the Contractor for out-of-state travel without prior written approval from the County. The County shall not reimburse for housing accommodations unless explicitly outlined in a Task Order.
- F. Progress payments for each Task Order will be made monthly in arrears based on services provided. 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 28, Termination. Failure to submit the required deliverable items in the time specified may result in withholding of payment or permanent deductions from total payment if it results in a loss to the County.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- H. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Manager of itemized invoices. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Section 41 Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Manager at the following address:  
  
Benjamin Schmidt  
123 E. Anapamu St.  
Santa Barbara, CA 93101
- I. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases greater than the agreed Cost Proposal annual cost escalation rate, which are the direct result of changes in the prevailing wage rates, are reimbursable.
- J. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- K. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- L. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- M. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$950,000.00. It is understood and agreed that a minimum amount of \$50,000.00 will be ordered during the performance period identified in Section 4. Otherwise, it is understood and agreed that there is no guarantee, either expressed or implied that any other dollar amount exceeding \$50,000.00 will be authorized under this contract through Task Orders.

All subcontracts shall contain the above provisions.

**COUNTY OF SANTA BARBARA PUBLIC WORKS TRANSPORTATION;  
SURVEYOR SERVICES**

**Cost Proposal**

**COST PROPOSAL**

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Consultant Diversified Project Services International, Inc.  Prime Consultant  Subconsultant

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Date 11/21/22

<b>SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)</b>				
<b>Description of Item</b>	<b>Quantity</b>	<b>Unit</b>	<b>Unit Cost</b>	<b>Total</b>
Mileage Costs	TBD		\$0.6875	\$0.6875/mile
3D Laser Scanner	TBD		\$50	\$50/hour
GPS	TBD		\$25	\$25/hour
Robot	TBD		\$25	\$25/hour
Drone	TBD		\$50	\$50/hour
Record of Survey Fees	TBD		\$	\$Cost + 15%
Survey Materials	TBD		\$	\$Cost + 15%
Blueprinting	TBD		\$	\$Cost + 15%
Vehicle	TBD		\$12	\$12/hour
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

**COUNTY OF SANTA BARBARA PUBLIC WORKS TRANSPORTATION;  
SURVEYOR SERVICES**

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**Cost Proposal**

7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

**COUNTY OF SANTA BARBARA PUBLIC WORKS TRANSPORTATION;  
SURVEYOR SERVICES**

**Cost Proposal**

**COST PROPOSAL**

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant Diversified Project Services International, Inc.     Prime Consultant     Subconsultant

Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ **Participation Amount %** \_\_\_\_\_ Date 11/21/22

For Combined Rate	Fringe Benefit 52.5% + General & Administrative 103.39 %	=	Combined ICR 155.89%
OR			
For Home Office Rate	Fringe Benefit % + General & Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General & Administrative %	=	Field Office ICR%

Fee = 10%

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly		Rate	Actual or Avg. % or \$ Hourly Rate <sup>4</sup>	Hourly Range - or Classifications On
	Straight <sup>3</sup>	OT(1.5x)	OT(2x)	From	To			
CHIEF OF PARTY **	\$155.55	\$233.32	\$311.09	01/01/2023	12/31/2023	\$55.26	0.00%	Not Applicable
	\$164.88	\$247.32	\$329.76	01/01/2024	12/31/2024	\$58.58	6.00%	
	\$174.77	\$262.16	\$349.54	01/01/2025	12/31/2025	\$62.09	6.00%	
	\$185.26	\$277.89	\$370.51	01/01/2026	12/31/2026	\$65.82	6.00%	
	\$196.37	\$294.56	\$392.74	01/01/2027	12/31/2027	\$69.76	6.00%	
INSTRUMENTMAN **	\$145.98	\$218.96	\$291.95	01/01/2023	12/31/2023	\$51.86	0.00%	Not Applicable
	\$154.73	\$232.10	\$309.47	01/01/2024	12/31/2024	\$54.97	6.00%	
	\$164.02	\$246.03	\$328.04	01/01/2025	12/31/2025	\$58.27	6.00%	
	\$173.86	\$260.79	\$347.72	01/01/2026	12/31/2026	\$61.77	6.00%	
	\$184.29	\$276.44	\$368.58	01/01/2027	12/31/2027	\$65.47	6.00%	
CHAINMAN/RODMAN **	\$144.34	\$216.51	\$288.68	01/01/2023	12/31/2023	\$51.28	0.00%	Not Applicable
	\$153.00	\$229.50	\$306.01	01/01/2024	12/31/2024	\$54.36	6.00%	
	\$162.18	\$243.27	\$324.37	01/01/2025	12/31/2025	\$57.62	6.00%	
	\$171.91	\$257.87	\$343.83	01/01/2026	12/31/2026	\$61.08	6.00%	
	\$182.23	\$273.34	\$364.46	01/01/2027	12/31/2027	\$64.74	6.00%	

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Actual or Avg.	% or \$	Hourly Range -
	Straight <sup>3</sup>	OT(1.5x)	OT(2x)	From	To	Hourly Rate <sup>4</sup>	Increase	For Classifications Only
Administrative Assistant I	\$90.00	\$135.00	\$180.01	1/1/2023	12/31/2023	\$31.98	0.00%	28.00-35.95
	\$92.25	\$138.38	\$184.51	1/1/2024	12/31/2024	\$32.77	2.50%	28.70-36.85
	\$94.56	\$141.84	\$189.12	1/1/2025	12/31/2025	\$33.59	2.50%	29.42-37.77
	\$96.92	\$145.38	\$193.85	1/1/2026	12/31/2026	\$34.43	2.50%	30.15-38.71
	\$99.35	\$149.02	\$198.69	1/1/2027	12/31/2027	\$35.29	2.50%	30.91-39.68
Administrative Assistant II	\$95.00	\$142.50	\$190.00	1/1/2023	12/31/2023	\$33.75	0.00%	29.00-38.50
	\$97.37	\$146.06	\$194.75	1/1/2024	12/31/2024	\$34.59	2.50%	29.73-39.46
	\$99.81	\$149.71	\$199.62	1/1/2025	12/31/2025	\$35.46	2.50%	30.47-40.45
	\$102.30	\$153.46	\$204.61	1/1/2026	12/31/2026	\$36.35	2.50%	31.23-41.46
	\$104.86	\$157.29	\$209.72	1/1/2027	12/31/2027	\$37.25	2.50%	32.01-42.50
Administrative Assistant III	\$100.00	\$149.99	\$199.99	1/1/2023	12/31/2023	\$35.53	0.00%	30.00-41.05
	\$106.00	\$158.99	\$211.99	1/1/2024	12/31/2024	\$37.66	6.00%	30.75-42.08
	\$112.35	\$168.53	\$224.71	1/1/2025	12/31/2025	\$39.92	6.00%	31.52-43.13
	\$119.10	\$178.64	\$238.19	1/1/2026	12/31/2026	\$42.31	6.00%	32.31-44.21
	\$126.24	\$189.36	\$252.48	1/1/2027	12/31/2027	\$44.85	6.00%	33.11-45.31
CAD Technician I	\$110.00	\$165.00	\$220.00	1/1/2023	12/31/2023	\$39.08	0.00%	35.00-43.16
	\$116.60	\$174.90	\$233.20	1/1/2024	12/31/2024	\$41.42	6.00%	35.88-44.24
	\$123.60	\$185.40	\$247.20	1/1/2025	12/31/2025	\$43.91	6.00%	36.77-45.34
	\$131.01	\$196.52	\$262.03	1/1/2026	12/31/2026	\$46.54	6.00%	37.69-46.48
	\$138.87	\$208.31	\$277.75	1/1/2027	12/31/2027	\$49.34	6.00%	38.63-47.64
CAD Technician II	\$115.00	\$172.49	\$229.99	1/1/2023	12/31/2023	\$40.85	0.00%	37.00-44.71
	\$121.90	\$182.84	\$243.79	1/1/2024	12/31/2024	\$43.31	6.00%	37.93-45.83
	\$129.21	\$193.81	\$258.42	1/1/2025	12/31/2025	\$45.90	6.00%	38.87-46.97
	\$136.96	\$205.44	\$273.92	1/1/2026	12/31/2026	\$48.66	6.00%	39.84-48.15
	\$145.18	\$217.77	\$290.36	1/1/2027	12/31/2027	\$51.58	6.00%	40.84-49.35
CAD Technician III	\$130.00	\$195.00	\$260.00	1/1/2023	12/31/2023	\$46.19	0.00%	40.00-52.37
	\$137.80	\$206.70	\$275.60	1/1/2024	12/31/2024	\$48.96	6.00%	41.00-53.68
	\$146.07	\$219.10	\$292.14	1/1/2025	12/31/2025	\$51.89	6.00%	42.03-55.02
	\$154.83	\$232.25	\$309.67	1/1/2026	12/31/2026	\$55.01	6.00%	43.08-56.40
	\$164.12	\$246.19	\$328.25	1/1/2027	12/31/2027	\$58.31	6.00%	44.15-57.81
Engineering Assistant	\$110.00	\$165.00	\$220.00	1/1/2023	12/31/2023	\$39.08	0.00%	32.00-46.16
	\$116.60	\$174.90	\$233.20	1/1/2024	12/31/2024	\$41.42	6.00%	32.80-47.31
	\$123.60	\$185.40	\$247.20	1/1/2025	12/31/2025	\$43.91	6.00%	33.62-48.50
	\$131.01	\$196.52	\$262.03	1/1/2026	12/31/2026	\$46.54	6.00%	34.46-49.71
	\$138.87	\$208.31	\$277.75	1/1/2027	12/31/2027	\$49.34	6.00%	35.32-50.95
Land Surveyor I	\$160.00	\$240.00	\$320.00	1/1/2023	12/31/2023	\$56.84	0.00%	39.00-74.69
	\$169.60	\$254.40	\$339.20	1/1/2024	12/31/2024	\$60.25	6.00%	39.98-76.55
	\$179.78	\$269.67	\$359.55	1/1/2025	12/31/2025	\$63.87	6.00%	40.97-78.47
	\$190.56	\$285.85	\$381.13	1/1/2026	12/31/2026	\$67.70	6.00%	42.00-80.43
	\$202.00	\$303.00	\$404.00	1/1/2027	12/31/2027	\$71.76	6.00%	43.05-82.44
Land Surveyor II	\$175.00	\$262.49	\$349.99	1/1/2023	12/31/2023	\$62.17	0.00%	43.00-81.34
	\$185.50	\$278.24	\$370.99	1/1/2024	12/31/2024	\$65.90	6.00%	44.08-83.37
	\$196.62	\$294.94	\$393.25	1/1/2025	12/31/2025	\$69.85	6.00%	45.18-85.46
	\$208.42	\$312.63	\$416.84	1/1/2026	12/31/2026	\$74.05	6.00%	46.31-87.59
	\$220.93	\$331.39	\$441.86	1/1/2027	12/31/2027	\$78.49	6.00%	47.46-89.78
Land Surveyor III	\$190.00	\$285.00	\$380.00	1/1/2023	12/31/2023	\$67.50	0.00%	45.00-90.00
	\$201.40	\$302.10	\$402.80	1/1/2024	12/31/2024	\$71.55	6.00%	46.13-92.25
	\$213.48	\$320.22	\$426.96	1/1/2025	12/31/2025	\$75.84	6.00%	47.28-94.56
	\$226.29	\$339.44	\$452.58	1/1/2026	12/31/2026	\$80.39	6.00%	48.46-96.92
	\$239.87	\$359.80	\$479.74	1/1/2027	12/31/2027	\$85.22	6.00%	49.67-99.34

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Actual or Avg.	% or \$	Hourly Range -
	Straight <sup>3</sup>	OT(1.5x)	OT(2x)	From	To	Hourly Rate <sup>4</sup>	Increase	For Classifications Only
Project Coordinator	\$130.00	\$195.00	\$260.00	1/1/2023	12/31/2023	\$46.19	0.00%	45.00-47.37
	\$137.80	\$206.70	\$275.60	1/1/2024	12/31/2024	\$48.96	6.00%	46.13-48.55
	\$146.07	\$219.10	\$292.14	1/1/2025	12/31/2025	\$51.89	6.00%	47.28-49.77
	\$154.83	\$232.25	\$309.67	1/1/2026	12/31/2026	\$55.01	6.00%	48.46-51.01
	\$164.12	\$246.19	\$328.25	1/1/2027	12/31/2027	\$58.31	6.00%	49.67-52.29
Project Manager I	\$160.00	\$240.00	\$320.00	1/1/2023	12/31/2023	\$56.84	0.00%	50.00-63.69
	\$169.60	\$254.40	\$339.20	1/1/2024	12/31/2024	\$60.25	6.00%	51.25-65.28
	\$179.78	\$269.67	\$359.55	1/1/2025	12/31/2025	\$63.87	6.00%	52.53-66.91
	\$190.56	\$285.85	\$381.13	1/1/2026	12/31/2026	\$67.70	6.00%	53.84-68.58
	\$202.00	\$303.00	\$404.00	1/1/2027	12/31/2027	\$71.76	6.00%	55.19-70.30
Project Manager II	\$175.00	\$262.49	\$349.99	1/1/2023	12/31/2023	\$62.17	0.00%	55.00-69.34
	\$185.50	\$278.24	\$370.99	1/1/2024	12/31/2024	\$65.90	6.00%	56.38-71.07
	\$196.62	\$294.94	\$393.25	1/1/2025	12/31/2025	\$69.85	6.00%	57.78-72.85
	\$208.42	\$312.63	\$416.84	1/1/2026	12/31/2026	\$74.05	6.00%	59.23-74.67
	\$220.93	\$331.39	\$441.86	1/1/2027	12/31/2027	\$78.49	6.00%	60.71-76.54
Safety Specialist	\$130.00	\$195.00	\$260.00	1/1/2023	12/31/2023	\$46.19	0.00%	39.00-53.37
	\$137.80	\$206.70	\$275.60	1/1/2024	12/31/2024	\$48.96	6.00%	39.98-54.70
	\$146.07	\$219.10	\$292.14	1/1/2025	12/31/2025	\$51.89	6.00%	40.97-56.07
	\$154.83	\$232.25	\$309.67	1/1/2026	12/31/2026	\$55.01	6.00%	42.00-57.47
	\$164.12	\$246.19	\$328.25	1/1/2027	12/31/2027	\$58.31	6.00%	43.05-58.91
Senior Land Surveyor - Rolland Van De Valk *	\$203.00	\$304.50	\$406.01	1/1/2023	12/31/2023	\$72.12	0.00%	
	\$215.18	\$322.77	\$430.37	1/1/2024	12/31/2024	\$76.45	6.00%	
	\$228.09	\$342.14	\$456.19	1/1/2025	12/31/2025	\$81.03	6.00%	
	\$241.78	\$362.67	\$483.56	1/1/2026	12/31/2026	\$85.90	6.00%	
	\$256.29	\$384.43	\$512.57	1/1/2027	12/31/2027	\$91.05	6.00%	
Senior Project Manager	\$200.00	\$300.01	\$400.01	1/1/2023	12/31/2023	\$71.06	0.00%	70.00-72.11
	\$212.01	\$318.01	\$424.01	1/1/2024	12/31/2024	\$75.32	6.00%	71.75-73.91
	\$224.73	\$337.09	\$449.45	1/1/2025	12/31/2025	\$79.84	6.00%	73.54-75.76
	\$238.21	\$357.31	\$476.42	1/1/2026	12/31/2026	\$84.63	6.00%	75.38-77.65
	\$252.50	\$378.75	\$505.00	1/1/2027	12/31/2027	\$89.71	6.00%	77.27-79.60
Survey Technician I	\$90.00	\$135.00	\$180.01	1/1/2023	12/31/2023	\$31.98	0.00%	25.00-38.95
	\$95.40	\$143.10	\$190.81	1/1/2024	12/31/2024	\$33.89	6.00%	25.63-39.92
	\$101.13	\$151.69	\$202.25	1/1/2025	12/31/2025	\$35.93	6.00%	26.27-40.92
	\$107.19	\$160.79	\$214.39	1/1/2026	12/31/2026	\$38.08	6.00%	26.92-41.94
	\$113.63	\$170.44	\$227.25	1/1/2027	12/31/2027	\$40.37	6.00%	27.60-42.99
Survey Technician II	\$100.00	\$149.99	\$199.99	1/1/2023	12/31/2023	\$35.53	0.00%	30.00-41.05
	\$106.00	\$158.99	\$211.99	1/1/2024	12/31/2024	\$37.66	6.00%	30.75-42.08
	\$112.35	\$168.53	\$224.71	1/1/2025	12/31/2025	\$39.92	6.00%	31.52-43.13
	\$119.10	\$178.64	\$238.19	1/1/2026	12/31/2026	\$42.31	6.00%	32.31-44.21
	\$126.24	\$189.36	\$252.48	1/1/2027	12/31/2027	\$44.85	6.00%	33.11-45.31

**BILLING INFORMATION**

**CALCULATION INFORMATION**

Name/Job Title/Classification <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective Date of Hourly Rate		Actual or Avg.	% or \$	Hourly Range -
	Straight <sup>3</sup>	OT(1.5x)	OT(2x)	From	To	Hourly Rate <sup>4</sup>	Increase	For Classifications Only
Survey Technician III	\$105.55	\$158.33	\$211.11	1/1/2023	12/31/2023	\$37.50	0.00%	35.00-40.00
	\$111.89	\$167.83	\$223.78	1/1/2024	12/31/2024	\$39.75	6.00%	35.88-41.00
	\$118.60	\$177.90	\$237.20	1/1/2025	12/31/2025	\$42.14	6.00%	36.77-42.03
	\$125.72	\$188.58	\$251.43	1/1/2026	12/31/2026	\$44.66	6.00%	37.69-43.08
	\$133.26	\$199.89	\$266.52	1/1/2027	12/31/2027	\$47.34	6.00%	38.63-44.15
Survey Technician IV - Drake Woods *	\$106.96	\$160.44	\$213.92	1/1/2023	12/31/2023	\$38.00	0.00%	
	\$113.38	\$170.07	\$226.76	1/1/2024	12/31/2024	\$40.28	6.00%	
	\$120.18	\$180.27	\$240.37	1/1/2025	12/31/2025	\$42.70	6.00%	
	\$127.39	\$191.09	\$254.79	1/1/2026	12/31/2026	\$45.26	6.00%	
	\$135.04	\$202.56	\$270.07	1/1/2027	12/31/2027	\$47.97	6.00%	
Survey Technician V - Michael Eittedguc *	\$108.37	\$162.55	\$216.74	1/1/2023	12/31/2023	\$38.50	0.00%	
	\$114.87	\$172.31	\$229.74	1/1/2024	12/31/2024	\$40.81	6.00%	
	\$121.76	\$182.65	\$243.53	1/1/2025	12/31/2025	\$43.26	6.00%	
	\$129.07	\$193.60	\$258.14	1/1/2026	12/31/2026	\$45.85	6.00%	
	\$136.81	\$205.22	\$273.63	1/1/2027	12/31/2027	\$48.61	6.00%	

(Add pages as necessary)

NOTES:

- Key personnel **must** be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (\*\*). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate \* (1+ ICR) \* (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

**COST PROPOSAL**

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:


- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

**Prime Consultant or Subconsultant Certifying:**

Name: Christina Bottoms

Title \*: Vice President

Signature : 

Date of Certification (mm/dd/yyyy): 11/21/2022

Email: [cbottoms@dpsiinc.com](mailto:cbottoms@dpsiinc.com) Phone Number: 661-371-2800 Address: 5351 Olive Dr, Ste. 100, Bakersfield, CA 93308

\* An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Land Surveying Services
-------------------------



## Exhibit C – Indemnification and Insurance Requirements (For Design Professional Contracts that also Include Non-Design Services)

### INDEMNIFICATION

#### **A. Indemnification pertaining to DESIGN Professional Services:**

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, 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. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR'S proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay COUNTY'S cost of defense to the fullest extent permitted by law.

#### **B. Indemnification pertaining to other than DESIGN Professional Services:**

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

### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

### INSURANCE

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

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10. CG 20 26, Cg 20 33 or CG 20 38; and CG 20 37 if a later revision 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** – Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the Indemnification and Insurance Requirements (DESIGN Professional Contracts that also include Non-DESIGN Services) 2022 03 02 retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII"
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an

additional insured on insurance required from subcontractors.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - ii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
  
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

## **ATTACHMENT B – CONTRACTOR INFORMATION SHEET**

## Contractor Information Sheet

**Name of Proposer** Diversified Project Services International

**Business P.O. Box** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Business Street Address** 5351 Olive Drive, Suite 100  
(Include even if P.O. Box is used)

**City, State, Zip** Bakersfield, CA 93313

**Telephone No.** (661) 371-2800      **Fax No.** (661) 371-2801

**Contractor License No.** HAZ 973308      **License Classification** Class A

**Public Works Contractor Registration No.** 1000005579

**Business Type (Check One)**    **Corporation:**     **Partnership:**     **Sole Proprietorship:**

**Contact Person Name** Jeffrey Zambo

**Contact Person Phone No.** (661) 371-2800

**Contact Person Email** jzambo@dpsiinc.com

**Employer's Tax Identification Number** 26-1279651

## **ATTACHMENT C – DBE REQUIREMENTS**

# Exhibit 10-O2 CONTRACTOR Contract DBE Commitment

July 23, 2015

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

1. Local Agency: \_\_\_\_\_ 2. Contract DBE Goal: **0%**
3. Project Description: **"As Needed" Surveyor Services, IDIQ, 2023-2027**
4. Project Location: **Countywide, Various, IDIQ**
5. CONTRACTOR's Name: \_\_\_\_\_ 6. Prime Certified DBE:  7. Total Contract Award Amount: \_\_\_\_\_
8. Total Dollar Amount for **ALL** Subcontractors: \_\_\_\_\_ 9. Total Number of **ALL** Subcontractors: \_\_\_\_\_

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>		<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>	\$
20. Local Agency Contract Number: <b>IDIQ03</b> 21. Federal-Aid Project Number: <b>NA</b> 22. Contract Execution Date: _____			%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.  _____ 23. Local Agency Representative's signature      24. Date		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  _____ 15. Preparer's Signature      16. Date	
_____ 25. Local Agency Representative's Name      26. Phone			
_____ 27. Local Agency Representative's Title			
_____ 19. Preparer's Title			

DISTRIBUTION: 1. Original – Local Agency, 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

**ADA Notice:**

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

## Exhibit 10-02 CONTRACTOR Contract DBE Commitment

July 23, 2015

EXHIBIT 10-02 INSTRUCTIONS

Page 2 of 2

### CONTRACTOR SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location as it appears on the project advertisement.
5. CONTRACTOR's Name - Enter the CONTRACTOR's firm name.
6. Prime Certified DBE - Check box if prime CONTRACTOR is a certified DBE.
7. Total Contract Award Amount - Enter the total contract award dollar amount for the prime CONTRACTOR.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted CONTRACTORs. SUM = (DBEs + all Non-DBEs). Do not include the prime CONTRACTOR information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted CONTRACTORs. SUM = (DBEs + all Non-DBEs). Do not include the prime CONTRACTOR information in this count.
10. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime CONTRACTOR's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted CONTRACTORs. Also, enter the prime CONTRACTOR's name and phone number, if the prime is a DBE.
13. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime CONTRACTOR if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. Total Claimed DBE Participation - \$: Enter the total dollar amounts entered in the 'DBE Dollar Amount' column. %: Enter the total DBE participation claimed ('Total Participation Dollars Claimed' divided by item 'Total Contract Award Amount'). If the total % claimed is less than item 'Contract DBE Goal,' an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. Preparer's Signature - The person completing the DBE commitment form on behalf of the CONTRACTOR's firm must sign their name.
16. Date - Enter the date the DBE commitment form is signed by the CONTRACTOR's preparer.
17. Preparer's Name - Enter the name of the person preparing and signing the CONTRACTOR's DBE commitment form.
18. Phone - Enter the area code and phone number of the person signing the CONTRACTOR's DBE commitment form.
19. Preparer's Title - Enter the position/title of the person signing the CONTRACTOR's DBE commitment form.

### LOCAL AGENCY SECTION

20. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
22. Contract Execution Date - Enter the date the contract was executed.
23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the CONTRACTOR Section of this form is complete and accurate.
24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the CONTRACTOR's DBE commitment form.
26. Phone - Enter the area code and phone number of the person signing the CONTRACTOR's DBE commitment form.
27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the CONTRACTOR's DBE commitment form.



## ATTACHMENT D – PROPOSAL



**DIVERSIFIED PROJECT SERVICES  
INTERNATIONAL**

**BAKERSFIELD  
SAN LUIS OBISPO  
LONG BEACH**

**INDEFINITE DELIVERY-INDEFINITE QUANTITY  
"AS NEEDED" SURVEYOR SERVICES**

**2022-2026**

**SURVEYING | CONSTRUCTION MANAGEMENT | CIVIL ENGINEERING  
MECHANICAL ENGINEERING | MECHANICAL INTEGRITY**



October 26, 2022

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

**Subject: Request for Proposal Indefinite Delivery-Indefinite Quantity "As Needed"  
Surveyor Services**

To Whom It May Concern:

Thank you for the opportunity to submit our proposal to provide survey on-call services to the County of Santa Barbara. DPSI opened our doors in 2007, and our talented staff includes multiple licensed engineers, land surveyors, certified inspectors, and construction managers. We have over 70 full-time professionals in three offices – San Luis Obispo, Bakersfield, and Long Beach. Our San Luis Obispo office conveniently 30 miles of the county line, will be the primary resource for this contract, with assistance from the Bakersfield office as needed.

DPSI understands the work required, prepared and capable to perform the following, but limited to the on call surveying services within all listed maintenance divisions:

- Boundary Survey
- Topographic Survey
- Construction Surveys
- Monument Perpetuation
- Aerial Surveys

DPSI prides itself on our track record of successfully managing complex and fast paced projects for our clients. We recognize the need for an aggressive, proactive approach to each project, including open communications, cost and schedule management, quality control, and an emphasis on safety in order to complete demanding projects. Our schedule-driven team of experts is dedicated to helping our clients reach their goals on time while optimizing cost and schedule.

We provide a multitude of services to public agencies throughout the state, including several on the Central Coast. Based on our dedication to integrity, our history of reliability and commitment to satisfying our clients' needs, we believe that our firm is uniquely qualified to provide County of Santa Barbara the services requested in this solicitation.

Our Land Surveyor, Jeffrey Zambo, PLS, will serve as the primary point of contact for this work, and is authorized to negotiate and execute contracts on behalf of the company. He will oversee our talented team of engineers and surveyors on all work requested by the County of Santa Barbara.

Thank you for your consideration, and we look forward to working with the County of Santa Barbara.

Sincerely,



Jeffrey Zambo, PLS  
Land Surveyor/President  
CA License L 9210

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DBE Information	22

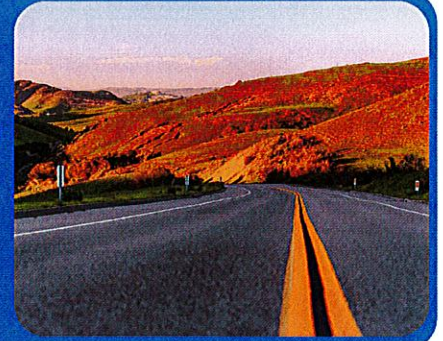


# **CONTRACTOR INFORMATION, QUALIFICATIONS, EXPERIENCE & UNDERSTANDING OF WORK**

DPSI has successfully completed multiple projects with a similar scope for various public agencies.

## **SANTA BARBARA ROAD YARD MONUMENT PERPETUATION**

**Contracting Agency:** County of Santa Barbara  
**Contracting Agency Project Manager:** Udy Loza  
**Contracting Agency Contact Info:** 805-681-5696 uloza@countyofsb.org  
**Contract Amount:** \$300,000+ (Ongoing)  
**Funding Source:** County  
**Date of Contract:** 2018  
**Date of Completion:** Present  
**Project Manager:** Rolland Van De Valk, rvandevalk@dpsiinc.com



Since 2018, DPSI has annually been awarded on-call contracts with the County of Santa Barbara to complete surveying services in both the north and south areas of the county. The specific scope of work is for location and perpetuating monuments for both pre- and post-construction for numerous roads throughout the region. Along with the field surveys, we provide all necessary office calculations and research in order for the County to keep an accurate record of their existing and previously-recorded monuments.

## **755 CHELHAM STREET**

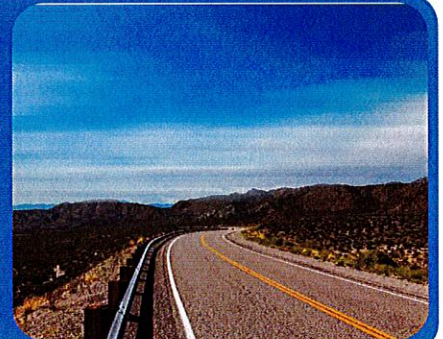
**Contracting Agency:** County of Santa Barbara  
**Contracting Agency Project Manager:** Udy Loza  
**Contracting Agency Contact Info:** 805-681-5696 uloza@countyofsb.org  
**Contract Amount:** \$3,500  
**Funding Source:** General Fund  
**Date of Contract:** 2022  
**Date of Completion:** 2022  
**Project Manager:** Rolland Van De Valk, rvandevalk@dpsiinc.com



DPSI assisted the County of Santa Barbara with performing and field survey of existing topographic conditions for a new storm drain improvement project. The second portion of the project was to provide the County with a legal description and related illustration exhibits for a permanent and temporary easement for the project needs.

## **MONUMENT PERPETUATION FOR COUNTY REHABILITATION**

**Contracting Agency:** County of Santa Barbara  
**Contracting Agency Project Manager:** Brittany Heaton  
**Contracting Agency Contact Info:** 805-568-3060 bheaton@cosbpw.net  
**Contract Amount:** \$62,000  
**Funding Source:** State  
**Date of Contract:** 2018  
**Date of Completion:** Ongoing  
**Project Manager:** Jeffrey Zambo, jzambo@dpsiinc.com

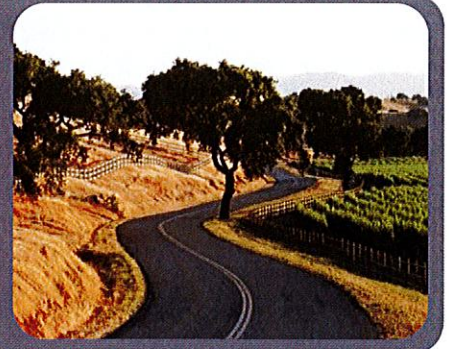


This contract for the Santa Barbara County Public Works Department involves monument perpetuation in the County's Second, Third, Fourth, and Fifth Supervisorial districts for the 2018/2019 County Pavement Rehabilitation Project. DPSI is currently researching and locating all monuments of record in the reconstruction and paving areas. Each monument is surveyed and perpetuated by the setting of durable witness monuments. Pre-construction and post-construction corner records will be filed with the County of Santa Barbara pursuant of the PLS Act Section 8771.

# **CONTRACTOR INFORMATION, QUALIFICATIONS, EXPERIENCE & UNDERSTANDING OF WORK (CONTINUED)**

## **MONUMENT PERPETUATION HAPPY CANYON**

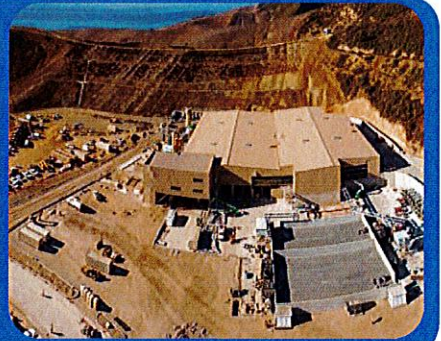
**Contracting Agency:** County of Santa Barbara Public Works  
**Contracting Agency Project Manager:** Richard Navarro  
**Contracting Agency Contact Info:** 805-737-7776 rnavarro@cosbpw.net  
**Contract Amount:** \$14,000  
**Funding Source:** State  
**Date of Contract:** 2018  
**Date of Completion:** 2019  
**Project Manager:** Rolland Van De Valk, rvandevalk@dpsiinc.com



The Transportation Division for the Santa Barbara County Public Works Department reached out to DPSI to help with Monument Perpetuation services for the resurfacing of 1 road in the County of Santa Barbara. DPSI's responsibility was to research and locate all monuments of record in the reconstruction and paving areas. Each monument was surveyed and perpetuated by the setting of durable witness monuments. Pre-construction and post-construction corner records were filed with the County of Santa Barbara.

## **TAJIGUAS LANDFILL OPERATIONS STAKING**

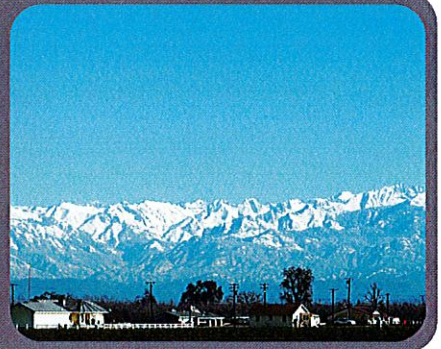
**Contracting Agency:** County of Santa Barbara  
**Contracting Agency Project Manager:** Todd Curtis  
**Contracting Agency Contact Info:** 805-882-3600 tcurtis@cosbpw.net  
**Contract Amount:** \$129,000  
**Funding Source:** County  
**Date of Contract:** 2017  
**Date of Completion:** 2019  
**Project Manager:** Rolland Van De Valk, rvandevalk@dpsiinc.com



DPSI provided a one-person survey crew to perform daily construction staking and as-builts onsite at the Tajiguas Landfill in the summer of 2017. DPSI's Michael Eteddgue was onsite every day to assist with the County of Santa Barbara's construction staking and topographic survey needs, in addition to providing project management and administrative services pertinent to the field work that was conducted.

## **COUNTY OF TULARE ON-CALL CONSULTING SERVICES**

**Contracting Agency:** Tulare County Resources Management  
**Contracting Agency Project Manager:** Juan Carmona 559-624-7000  
**Contracting Agency Contact Info:** jcarmona@tularecounty.ca.gov  
**Contract Amount:** \$150,000  
**Funding Source:** County  
**Date of Contract:** 2020  
**Date of Completion:** Ongoing  
**Project Manager:** Rolland Van De Valk, rvandevalk@dpsiinc.com



The County of Tulare Resource Management Agency has contracted DPSI to perform survey services for various county road facilities within Tulare County. The survey services include land surveys, monument preservation, topographic surveys, and construction staking and boundary surveys to locate property boundaries and rights-of-way, and subdivision map checking. DPSI is also contracted on an on-call basis to provide potholing services for any current or future County projects.

# **CONTRACTOR STAFFING**

## **PRINCIPALS**

### **Jeff Zambo, PLS – Senior Land Surveyor/President**

As President of DPSI, Jeff Zambo has nearly 33 years of experience as a surveyor and manager for projects in the public sector. He currently oversees general operations of the company and works closely with the Survey director and managers to help coordinate office and field operations.

Mr. Zambo was previously the Surveyor of Record and project manager for the County of Santa Barbara County Preventative Maintenance project, in which DPSI provided a significant amount of monument perpetuation services. Additionally, Mr. Zambo was the Surveyor of Record for the Shell Beach Road Streetscape project for the City of Pismo Beach, in which DPSI was contracted under John Madonna Construction. This recently-completed project involved the staking of 18 blocks of Shell Beach Road to assist with the reconstruction of the roadway and the addition of an 8 foot wide multi-use path to accommodate bicycles and pedestrians, and bring sidewalks into ADA-compliance.

### **Rolland Van De Valk, PLS – Senior Land Surveyor/Director of Survey Division**

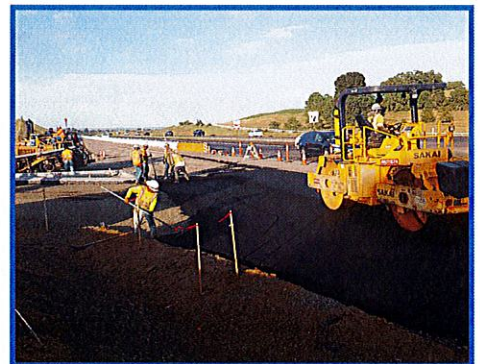
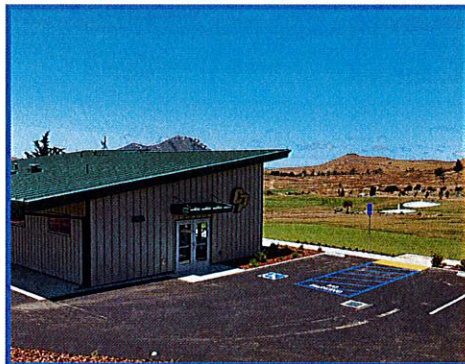
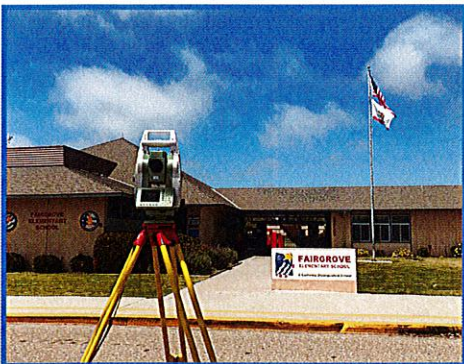
Mr. Van De Valk has 33 years of experience as a surveyor and Professional Land Surveyor. This experience includes the residential, commercial, municipal, renewable energy, and oil field sectors of the development and construction industries. As Director of the Survey Division Team for DPSI, Mr. Van De Valk is responsible for the division management as well as project management of several large projects in the public and private sectors.

Mr. Van De Valk serves as City Surveyor for the City of Shafter and City of Porterville, as well as Project Manager and Surveyor of Record for multiple public works projects with the County of Santa Barbara, County of Kern, County of Tulare, City of Bakersfield, City of Pismo Beach, and others.

## **KEY PERSONNEL**

### **Oscar Carrillo, PLS – Senior Land Surveyor**

Mr. Carrillo has over 20 years of experience as a surveyor. Mr. Carrillo is DPSI's lead project manager for all 3D laser scanning projects, as well as multiple oilfield and construction staking projects. Mr. Carrillo has experience working under the direction of a project manager for multiple monument perpetuation/preservation surveys for the Counties of Santa Barbara. He will assist the project manager with work requested by the County.



# **CONTRACTOR STAFFING (CONTINUED)**

## **Michael Etteddgue – Survey Crew Chief**

Michael Etteddgue has 15 years of experience in the geomatics and land Survey field. DPSI provided monument perpetuation for two countywide street resurfacing projects in the County of Santa Barbara, and Mr. Etteddgue was the lead survey crew chief. DPSI's responsibility was to research and locate all monuments of record in the reconstruction and paving areas. Each monument was surveyed and perpetuated by the setting of durable witness monuments. Pre-construction and post-construction corner records were filed with the County of Santa Barbara pursuant of the PLS Act Section 8771. Mr. Etteddgue preformed all necessary field work for the project, and is very familiar with the standards and regulations for surveying within the County of Santa Barbara. He will provide in-field surveying services and office support as needed for the duration of this contract.

## **Drake Woods – Survey Crew Chief**

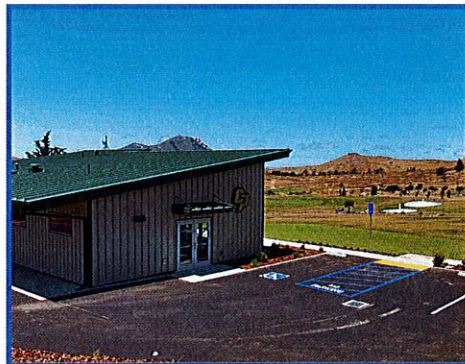
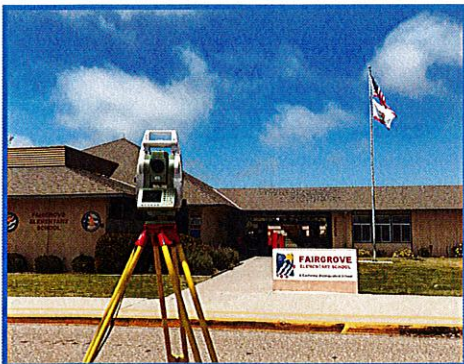
Drake Woods has over 6 years of experience in the geomatics and land survey field. He has acted as the crew chief for multiple projects including projects for the County of Santa Barbara Central Coast Roads Department. In addition, Mr. Woods will be responsible for researching, locating and surveying for the duration of this contract.

## **Desiree Rodriguez – Engineering Assistant**

As an Engineering Assistant at DPSI, Mrs. Rodriguez is responsible for project planning and coordination, cost tracking, and document control. She is versed in the preparation of project proposals, startup documentation for new work, bid package preparation, review of client deliverables, research, data compilation, and report preparation.

## **Survey Technician/Survey Crew Chief**

DPSI has qualified land surveying field technicians/party chiefs with experience ranging from 5 to 15 years. Two of which hold their Land Surveyor in Training certificates. DSPI's party chiefs are well versed in boundary and perpetuation surveys as well as construction staking services. DPSI's technicians work on numerous projects for public agencies and private entities, which include surveying public works road projects, solar farms, housing tracts, commercial and industrial development.





## ORGANIZATION & APPROACH

DPSI has assembled a team of qualified surveyors and project management personnel with familiarity with City, County and State projects. Our team members share a history of working together repeatedly on public improvement projects.

DPSI's team is available to begin work immediately upon notice of award. We understand a professional surveying service is not generally full time work but because we are a local company, our team members remain flexible and responsive to the immediate need of the projects.

DPSI has a very structured process to provide quality services to our clients. We have division managers, project managers, supervisors, technicians, and administration to ensure your project is monitored constantly and delivered efficiently. We are all exposed to and trained to provide our services using the management principles and practices outlined below.

The following is the standard approach to work for all DPSI projects. The process and systems detailed herein can be tailored and modified to fit any client-specific requirements. If selected as a consulting survey team by the County of Santa Barbara Public Works Department, DPSI will meet with the project staff in order to perform the following tasks, as applicable. Jeff Zambo will serve as the responsible individual who will lead the contract with the County of Santa Barbara Public Works Department.

### PROJECT START

Upon receipt of Notice to Proceed, the DPSI team will be responsible for the following:

- **Define DPSI Scope** – The DPSI Lead Surveyor will work with the County of Santa Barbara Public Works Department personnel to determine the scope of work for DPSI over the life of the project.
- **Establish QA/QC Requirements** – The Lead Surveyor will select all applicable Quality Control and Quality Assurance procedures and checklists to comply with DPSI's internal QA/QC program. Additional quality requirements from County of Santa Barbara Public Works Department will be incorporated to create a comprehensive program tailored to each project.
- **Determine Areas of Responsibilities** – The DPSI Team will work with County of Santa Barbara Public Works Department personnel to determine who will be responsible for which areas of the project and develop a responsibilities matrix to communicate the information to all team participants.
- **Determine the Project Design Basis** - The DPSI Lead Surveyor will work with the County of Santa Barbara Public Works Department personnel to determine if existing County of Santa Barbara standard details and specifications will serve as the design basis or if modified standards will be used to lower.
- **Establish Lines of Communication** – The DPSI Team will establish open and effective lines of communication between all the necessary parties and outline appropriate contacts based on responsibilities.
- **Create the Project Reporting Structure** – The DPSI Team will work with County of Santa Barbara Public Works Department personnel to determine the reporting requirements and format a reporting structure to meet all County requirements.
- **Determine the Project Deliverables** – The DPSI Team will work with County of Santa Barbara Public Works Department personnel to determine the project deliverables and their expected timeframes.



# ORGANIZATION & APPROACH (CONTINUED)

## PROJECT EXECUTION

Once the project scope and organization have been identified, the DPSI Team can begin work on the following:

- **Contacting All Affected Parties** – The DPSI Project Manager will contact all affected parties with all pertinent project information including tentative start and completion dates.
- **Organizing and Facilitating Project Kickoff Meeting** – The DPSI Project Manager will be responsible for ensuring that all the required project personnel and consultant personnel have received all necessary project documents and are in attendance for the project kickoff meeting. DPSI will document all meeting attendees and meeting minutes and provide the information to the project team.
- **Creation of Baseline Schedule** – The DPSI Project Manager will work to ensure that all deadlines for the project at County of Santa Barbara Public Works Department are included in the initial project schedule. The schedule will include measurable work and material units for all project tasks. The schedule will be resource and cost loaded with tasks mirroring items in the baseline budget. DPSI has several schedule templates that can be quickly formatted to meet any client specific requirements.

## PROJECT CLOSE OUT

As the project nears completion the DPSI Team will complete the following:

**Review of Project for Client Acceptance** – A DPSI Project Manager will contact the appropriate client representative to review the project for acceptance of workmanship and materials.

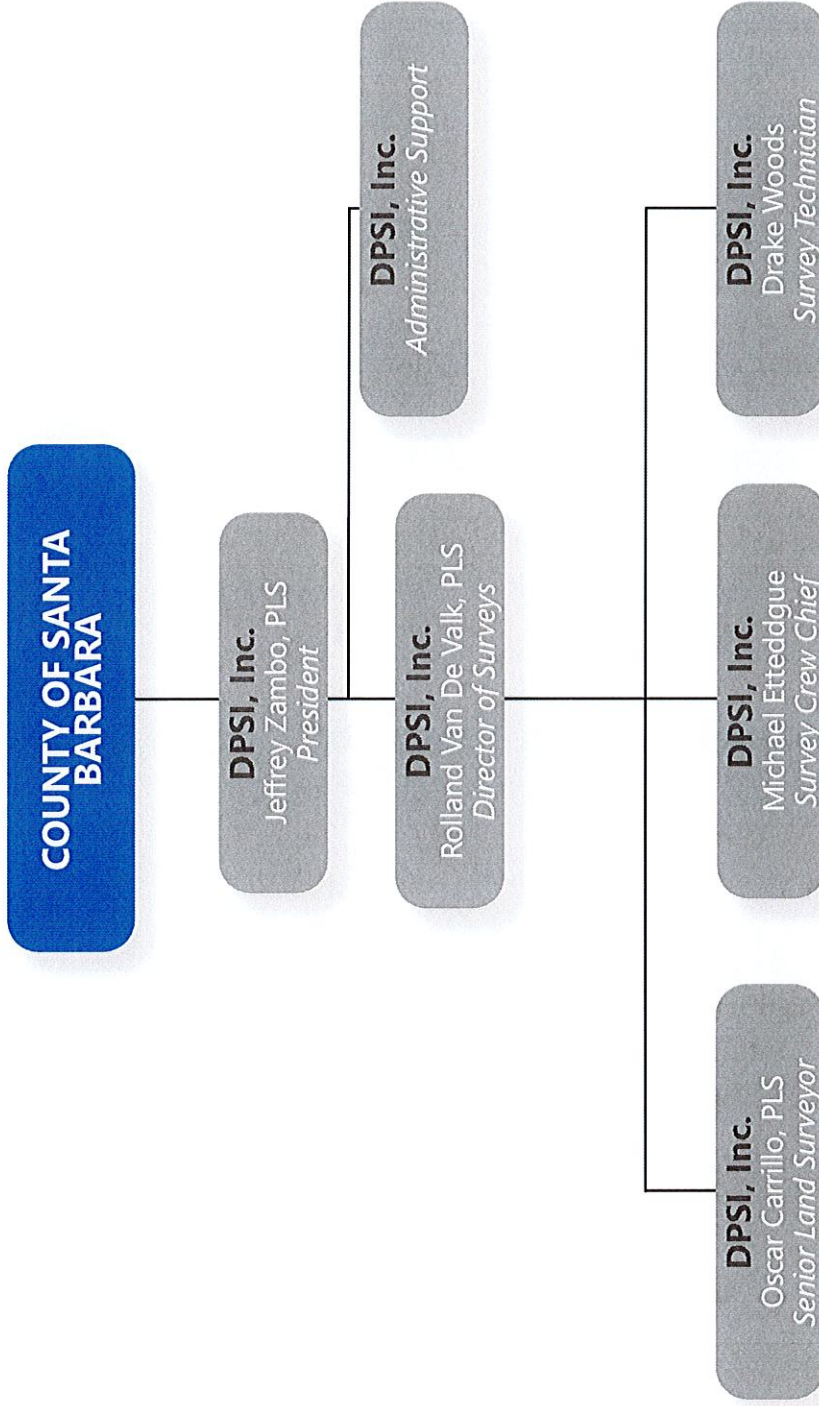
**Corner Record Drawings** – A DPSI Project Manager will compile and review all corner record drawings, make or have made any final changes and submit to the County.

**Conducting Project Look Back and Lessons Learned** – A DPSI Project Manager will conduct a post-construction meeting with the design engineer and staff involved to discuss the overall project performance.

In addition to the specialists shown in the organization chart, our team resources includes a staff of over 70 licensed surveyors, professional engineers, construction managers, and talented support staff well versed in document and contract preparation and general project and administrative support located at our offices in San Luis Obispo, Orcutt, Bakersfield, and Long Beach.

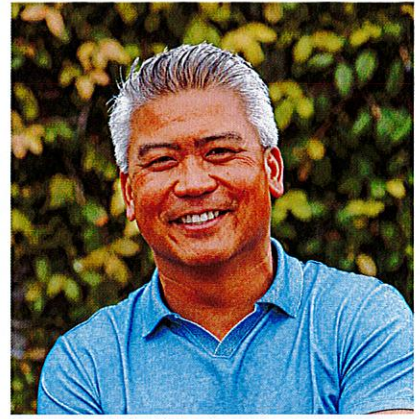


# ORGANIZATIONAL CHART



## **Jeff Zambo, PLS President/Senior Land Surveyor**

Jeff has over 30 years of experience as a surveyor and manager, and is the president of DPSI. Jeff oversees general operations of the company and works with the geomatics department. Jeff works closely with the geomatics director and managers to help coordinate office and field operations. He is well versed in mapping, project management, land surveying, construction staking and 3D laser scanning services. He is proficient in the use of state-of-the-art, real-time kinematics (RTK) GPS equipment, robotic total stations and 3D laser scanning which allows him to efficiently collect and process survey data in the field.



### **CREDENTIALS**

State of California  
Licensed Land Surveyor  
#9210

L.S.I.T. #6269 California

### **Stadium & Upper Fields Turf Replacement, San Luis Obispo, CA**

Working with Harris Architecture & Design and Maino Construction, DPSI assisted with two (2) turf replacement projects at Cal Poly San Luis Obispo. Jeff served as the survey project manager and oversaw the topographic survey of both sites to provide data to DPSI civil engineers for the design. Once each field design was submitted and approved, DPSI performed the construction staking under Jeff's management once again.

### **Cal Poly Parking Structure, San Luis Obispo, CA**

To accommodate the increase in cars on the Cal Poly campus, the school authorities decided to have a parking garage constructed. As project manager, Jeff oversaw and assisted in the construction staking for each of the following: horizontal and vertical control, rough grade for emergency access routes, staging area, perimeter of structure pad, slope bank between Pacheco Way and structure, Loop road, entry street and Pacheco Way, and Lower Exit, storm drain utilities; walls; bridge abutments; water main, fire hydrants, and valve locations; curb and cross gutters for the Loop road, Entry Street and Pacheco Way; and structure layout of 10 grid lines on each of the 3 levels.

### **County of Santa Barbara Survey Monument Perpetuation, Santa Barbara, CA**

Mr. Zambo was the Senior Land Surveyor on the project providing the County of Santa Barbara with monument perpetuation services for a total of 275 monuments throughout the county. This included protecting and potentially re-establishing survey monuments after planned street improvement projects. This work required pre and post construction work to identify monuments potentially located in the construction zone and then confirming if monuments were disturbed or destroyed after construction.

### **South Coast Recycling & Transfer Station, Santa Barbara, CA**

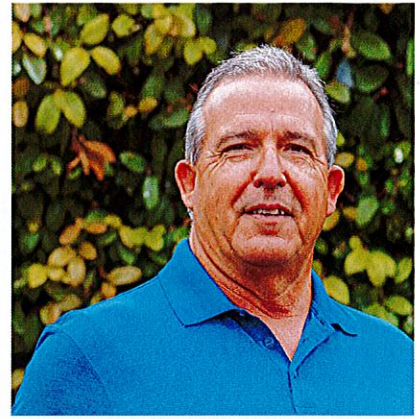
DPSI assisted the County of Santa Barbara with designing and installing a stormwater collection, holding, and pumping system for the South Coast Recycling and Transfer Station. One of DPSI's scope items was topographic survey, in which DPSI provided topographic survey, incorporating data from both aerial and field surveys. Mr. Zambo was the project manager for the survey scope, and oversaw all operations both in the field and on the administrative side.

### **South Monument Perpetuation Preventative Maintenance, Santa Barbara, CA**

This Countywide Scrub Miro project for the Santa Barbara County Public Works Department involved the resurfacing of 21 streets in Santa Barbara County. DPSI's responsibility was to research and locate all monuments of record in the reconstruction and paving areas. Each monument was surveyed and perpetuated by the setting of durable witness monuments. Mr. Zambo was the Senior Land Surveyor on this project, and was responsible for all monument perpetuation as well as corner record submittals.

**Rolland Van De Valk, PLS**  
**Director of Surveys**

Rolland has 32 years of experience as a surveyor and Professional Land Surveyor. This experience includes the public works, consulting, residential, commercial, renewable energy, and oil & gas sectors of the development and construction industries. As part of the Survey Division Team for DPSI, Rolland is responsible for the management of the entire Survey Division which supports a diversified set of clients and projects, including land surveying services to governmental agencies.



**CREDENTIALS**  
State of California  
Licensed Land Surveyor  
#7214  
  
Bachelor of Science  
Business Administration  
Cal State University  
Bakersfield

**City Surveyor Services, Shafter, CA**

Rolland serves as the City Surveyor for the City of Shafter, CA. He has reviewed and signed as City Surveyor on final Tract Maps, Parcel Map, as well as other items. He has also provided review and easement and grant deed documents as well as the legal descriptions for various projects in the City of Shafter.

**City Surveyor Services, Atascadero, CA**

Rolland formerly served as the City Surveyor for the City of Atascadero, CA, He reviewed and signed as City Surveyor on final Tract Maps, Parcel Map, as well as other items. He also provided review and easement and grant deed documents as well as the legal descriptions for various projects in the City of Atascadero

**Land Surveying Services, Kern County, CA**

DPSI, under Rolland’s leadership, serves the Kern County Public Works Department under an on-call consulting contract for engineering and land surveying services. DPSI received a second contract during this relationship with Kern County.

**County Land Surveying Services, Santa Barbara County, CA**

DPSI under Rolland’s leadership serves the County of Santa Barbara under an on-call consulting contract for engineering and land surveying services. The provided land surveying services include: topographic mapping, property and right-of-way determination and mapping, survey monument perpetuation, and others.

**County Land Surveying Services, Tulare County, CA**

Under Rolland, DPSI serves the Tulare County Public Works Department under and on-call consulting contract for engineering and land surveying services.

**7th Standard Widening Project, Kern County, CA**

Rolland served as the Project Surveyor for the planning and acquisition phases of the seven mile portion of the 7th Standard Road Widening project from Coffee Road to Santa Fe Way in Kern County. The services included aerial photogrammetric survey control, topographic surveys, land boundary and underground utility research, legal descriptions and exhibit plats for right-of-way acquisition, right-of-entry, and easement needs.

## Oscar Carrillo, PLS Senior Land Surveyor

Oscar has over 22 years of experience as a surveyor. He is proficient in the use of RTK GPS equipment and robotic total stations which allows him to efficiently collect and process survey data in the field and office. Oscar is also the lead project manager for all 3D Laser Scanning projects, as well as multiple oilfield projects and various construction staking projects.

### **Kern River Bike Trail Extension, Bakersfield, CA**

The Kern County Public Works Department requested DPSI's assistance with surveying services for the Kern River Bike Trail Extension project. We provided quality control checks on existing survey completed by outside sources, and then established additional project survey control. Staking was provided at 100-foot intervals and was offset to the side of the bike pathway. Oscar oversaw topographic mapping, right-of-way acquisition, and construction staking for this project with coordination with both the County of Kern and City of Bakersfield.

### **CSUB Student Recreation Center, Bakersfield, CA**

Oscar established control and topographic survey of the CSUB Student Recreation Center. He was also in charge of the construction staking of the new building and site work.

### **Pedestrian VIP, Kern County, CA**

Oscar established topographic line work, right of way lines and centerlines of numerous geographic locations of pedestrian roads in Kern County. The data collected included signs, mailboxes, and utilities along the roads.

### **PG&E Trilobite Solar Project, San Bernardino, CA**

Oscar was the lead party chief in performing a record of survey for 10 sections, approximately 6,400 acres, to set property. Aerial panels were also produced for the project. A map and boundary resolution was prepared. He also drafted all of the exclusions.

### **Robertson Road, Modesto, CA**

Oscar was involved in the process of collecting topographic and boundary surveys data using GPS and Total Station. He was also involved in writing the legal descriptions for the Right-of-Way takes.

### **Hopkins and Bremer Steam Generators, Belridge, CA**

DPSI is currently working for ADAIR Engineering, Inc. to provide survey services to Freeport McMoRan Oil & Gas. As the lead project manager, Oscar is responsible for all Topographic Survey and 3D Scanning for the Hopkins and Bremer Leases in South Belridge.

### **Aera Coalinga Sec. 32 Brine Line Replacement, Bakersfield, CA**

Aera required an as-built survey of an existing line and road crossings in order to replace the current brine line. Oscar was in charge of setting control, locate section corners and as-built the existing line and road crossings.



#### **CREDENTIALS**

State of California  
Licensed Land Surveyor  
#8147

Bachelor of Science  
Survey Engineering  
CSU Fresno

## **Drake Woods Survey Technician**

Drake Woods has over 6 years of experience in the land surveying field. As a survey crew chief, Mr. Woods is responsible for field surveying for re-establishing and re-monumentation services.

### **Sensorio, Paso Robles, CA**

DPSI is contracted with Vaquero Energy to provide survey, civil engineering, and SWPPP inspections for an elaborate 400 acre attraction and resort off of State Highway 46 East in Paso Robles, CA. DPSI is responsible for providing all survey and civil engineering work for the project, including topographic and boundary surveys, grading and drainage plans, on-site improvement plans, sewer and water plans (including a reclaimed water system), and a sewer lift station. As survey crew chief on this project, Mr. Woods is responsible for all field survey requests.

### **Survey Monument Perpetuation, Santa Barbara, California**

DPSI has been awarded a contract with the County of Santa Barbara to provide survey Monument Perpetuation services. DPSI assists the County by locating and perpetuating monuments for both pre- and post-construction during the upcoming 2018/2019 County Pavement Rehabilitation Project. Mr. Woods is responsible for all field survey for monument perpetuation on this project, and assists in the preparation of corner records for submission to the County Engineer and County Surveyor.

### **Measure K-14 Street Rehabilitation and Repair Project, Grover Beach, California**

DPSI has been selected by JJ Fisher Construction to provide construction staking on the Measure K-14 Street Rehabilitation and Repair project in Grover Beach, California. As survey crew chief, Mr. Woods is responsible for the construction staking, including horizontal and vertical control, final curbs, centerline driveways, HMA dikes, water offsets, and monument perpetuation.

### **Belridge Water Softening Plant, Belridge, California**

Aera Energy developed an innovative 30-acre water plant facility at their Belridge location to aid and replace their existing water plant facility, which had reached capacity. The plant was designed using the latest technologies and was constructed using a modular approach with off-site prefabrication of pipe racks and piping, as well as 3D design. DPSI is responsible for geomatics/surveying, civil and structural engineering, and project management including master scheduling, comprehensive project reports providing schedule and cost updates, document control, and facilitation and implementation of the project management planning software used to plan this project. Mr. Woods was part of the surveying team and he assisted with the construction of the plant.

## **PROFESSIONAL REGISTRATIONS**

Certified 40 hr. HAZWoper  
Training  
Certified PIC for Aera  
Energy  
Certified PLW for Chevron  
California LSIT #8666

## **EDUCATION**

Cuestra College,  
California

## **Michael Etteddgue Survey Technician/Survey Crew Chief**

## **PROFESSIONAL REGISTRATIONS**

Michael Etteddgue has over 15 years of experience in the land surveying field. As a survey crew chief, Mr. Etteddgue will be responsible for field survey services including re-establishing and re-monumentation of public road right of ways.

**Certified 40 hr. HAZWoper  
Training  
Certified SWPPP  
Technician**

### **Santa Barbara Survey Monument Perpetuation, Santa Barbara, CA**

Mr. Etteddgue was the lead survey crew chief on the project providing the County of Santa Barbara with monument perpetuation services. As crew chief, he perpetuated a total of 275 monuments throughout the county, which included protecting and potentially re-establishing survey monuments after planned street improvement projects. This work required pre and post construction work to identify monuments potentially located in the construction zone and then confirming if monuments were disturbed or destroyed after construction.

### **Measure K-14 Street Rehabilitation and Repair Project, Grover Beach, CA**

DPSI has been contracted by Souza Construction on the Measure K-14 Street Rehabilitation and Repair project in Grover Beach, California. As survey crew chief, Mr. Etteddgue is responsible for the construction staking, including final curbs, centerline driveways, and ADA ramps, and monument perpetuation on the project.

### **Survey Monument Perpetuation, Santa Barbara, CA**

DPSI has been awarded a contract with the County of Santa Barbara to provide survey Monument Perpetuation services. DPSI assists the County by locating and perpetuating monuments for both pre- and post-construction during the upcoming 2018/2019 County Pavement Rehabilitation Project. Mr. Etteddgue is the lead survey crew chief for this contract, which includes responsibility for the research and location of all monuments of record and assistance with submitting corner records.

### **Santa Barbara Road Department Survey Monument Perpetuation, Santa Barbara, CA**

DPSI is currently contracted by the County of Santa Barbara's Santa Barbara Central Coast Roads Department to provide on-call surveying and monument perpetuation services. Mr. Etteddgue is the lead survey crew chief for pre- and post-construction monument perpetuation on over 15 sites throughout Santa Barbara County.

### **Tajiguas Landfill Operations Staking, Santa Barbara, CA**

Mr. Etteddgue was responsible for daily construction staking and as-builts on-site at the Tajiguas Sanitary Landfill in the summer of 2017 as part of the County of Santa Barbara's Operations Staking project. His responsibilities also included project management and administrative services that were pertinent to the field work he conducted.

### **South Coast Recycling & Transfer Station, Santa Barbara, California**

DPSI assisted the County of Santa Barbara with designing and installing a stormwater collection, holding, and pumping system for the South Coast Recycling and Transfer Station. One of DPSI's scope items was topographic survey, in which DPSI provided topographic survey, incorporating data from both aerial and field surveys. As party chief, Mr. Etteddgue was the primary surveyor responsible for conducting the topographic survey and related scope items.



## **Desiree Rodriguez Engineering Assistant**

As an Engineering Assistant at DPSI, Mrs. Rodriguez is responsible for project planning and coordination, cost tracking, and document control. She is versed in the preparation of project proposals, startup documentation for new work, bid package preparation, review of client deliverables, research, data compilation and report preparation. Her experience includes a variety of markets including public agency, residential and commercial development, solar, oil and gas, and agriculture.

### **Final Maps, City of Shafter, CA**

Mrs. Rodriguez assist the acting City Land Surveyor with land division projects (Tract Maps and Parcel Maps). She performed technical review of final maps for various projects in the City of Shafter.

### **On-Call Construction Surveying, Tulare County, CA**

The County of Tulare Resource Management Agency contracted DPSI to perform survey services for various county road facilities within Tulare County. As part of an on-call contract, Mrs. Rodriguez provides administrative support. Mrs. Rodriguez is responsible for updates, correspondence between DPSI and The County of Tulare, document control, monthly billing review and invoicing preparation.

### **On-Call Survey and Engineering Services, Kern County, CA**

The Kern County Public Works Department contracted DPSI as an on-call consultant for survey services for various road projects. Mrs. Rodriguez is responsible for permit coordination, correspondence with agencies, document control, client updates, research and final map recordation management.

### **S&S Homes of the Central Coast, Inc., Bakersfield, CA**

DPSI was contracted by S&S Homes of the Central Coast to perform land surveying services of Tract 6137. Mrs. Rodriguez has provided permitting assistance for the development and construction of the site. She was responsible for compiling the required permit documentation, as well as submitting permit applications on behalf of S&S Homes. She worked directly with the Kern County permitting departments to verify the permit packages were successfully reviewed and approved, as well as coordinating plan check comments and delivering final approved permit sets.

### **Ongoing Chevron Projects, Sturgeon Services International, CA**

DPSI was awarded a contract with Sturgeon Services International to provide survey and civil engineering services for Chevron North America Exploration and Production Company, a Division of Chevron, U.S.A. Inc. Our services include preliminary well locations and plats, well location verification for construction, final well locations and plats, and storm water pollution prevention plan (SWPPP) inspections at their six site locations spanning through Fresno, Kern and Monterey Counties. Currently, we are working in Coalinga, Cymric, Kern River and Lost Hills, California. Mrs. Rodriguez is responsible for coordinating with Chevron drilling department on upcoming wells projects, downloading and distributing well coordinates from drilling well planners, distribute preliminary and final well plats to Chevron personnel, and coordination with appropriate people regarding name changes and survey requests.

# STATEMENT OF WORK

The County of Santa Barbara intends for the chosen consultant to perform a variety of typical Land Surveying task orders. A detailed Scope of Work statement for a few of those tasks are as follows:

## **Scope of Work:**

### Review of Existing Right-Of-Way Documents and Site Conditions

An assessment of existing conditions is often needed for the planning of new projects. Land surveying services can be utilized to identify existing right-of-ways and other topographic and planimetry conditions. The data and reporting of the land surveyor will be used by project engineers and designers. DPSI, Inc. has the resources to provide this type of review, in timely and cost effective manner.

### Topographic Mapping

Topographic survey data, either collected on the ground by conventional surveying equipment or aerial photo-mapping, is an important base for any engineering and design project. DPSI, Inc. has the land surveying resources to conduct any topographic survey.

### Preparing Right-Of-Way Boundary Surveys

New and additional right-of-ways are commonplace for public improvement projects. Right-of-ways are controlled by survey monumentation, existing land boundaries, specific line restrictions, and a host of other things. DPSI, Inc. has the land surveying resources to conduct right-of-way boundary surveys for any public works projects. This includes land surveying services related to eminent domain processes.

### Prepare Drafts and final Reports and Legal Description and Mapping

Legal description and related illustrative mapping are key components to new easements, rights-of-ways, lease areas, and property transfer documents. DPSI, Inc. has the land surveying resources and experience to provide these essential exhibits for all types of public agency needs.

### Prepare Base Map Drawings and AutoCAD Files

A base map AutoCAD file, containing preliminary record information and any collected field surveying data is the best way to start an engineering and design project. DPSI, Inc. has the AutoCAD drafting resources to put together an accurate, detailed, and informative base map for any project. We use AutoCAD Civil 3D programming, as well as several other programs to assemble and present our base map drawings.

### Cost Control and Budgeting Methodology

DPSI will continually monitor progress and costs from implementation to completion of project. Weekly reports will identify cost and progress to date, and describe any changes that may affect cost or schedule. DPSI will include the monument-tracking sheet with weekly updates to quantify project progress (monuments). DPSI will provide a percent complete per the County's payment schedule in section 2.4 of the RFP.

# TEAM KEY INDIVIDUALS

## CONTRACT MANAGEMENT

Rolland Van De Valk, PLS  
Oscar Carrillo, PLS  
Matthew Van De Valk, PM

## LICENSED LAND SURVEYORS

Jeffrey Zambo, PLS  
Rolland Van De Valk, PLS  
Oscar Carrillo, PLS

## INSTRUMENT MEN

Michael Eteddgue  
Drake Woods (LSIT)  
Tom Pope (LSIT)  
Paul Arismendez  
Luke Cleveland  
Michael Castro  
Alonso Carrillo Gonzales

## CHAINMAN RODMAN

Matthew Millhorn  
Andrew Coleman  
Jacob Wells  
Jake Tinsley  
Raul Rojas

## FAA PART 107 CERTIFIED PILOTS

Michael Castro  
Matthew Millhorn

## CAD TECHNICIANS

Moses Cabrera  
Drake Woods (LSIT)

## ADMINISTRATIVE ASSISTANTS

Desiree Rodriguez  
Alexandria Miranda

# KEY RESOURCE ALLOCATION MATRIX

## Review of existing right-of-way documents and site conditions

Classification	Hours	Description
Contract Manager	4	Project Management and client communication
Licensed Land Surveyor	8	Research and Review
Administrative Assistant	2	Project assistance, organization, and document control

## Topographic and aerial field surveys

Classification	Hours	Description
Contract Manager	6	Project Management and client communication
Licensed Land Surveyor	4	Research of any related property or right-of-way boundary
Instrumentman	24	Field survey work
Chainman/Rodman	24	Field survey work
Travel Rate	4	
Administrative Assistant	4	Project assistance, organization, and document control
CAD Technician	40	Drafting base map and topographic mapping
FAA Part 107 Certified Pilot	8	If aerial photo-mapping is implemented

## Right-of-way Boundary Survey

Classification	Hours	Description
Contract Manager	8	Project Management and client communication
Licensed Land Surveyor	8	Research of any related property or right-of-way boundary
Instrumentman	16	Field survey work
Chainman/Rodman	16	Field survey work
Travel Rate	8	
Administrative Assistant	6	Project assistance, organization, and document control
CAD Technician	24	Drafting of base and topographic mapping

## Prepare drafts and final reports - Legal descriptions and mapping

Classification	Hours	Description
Contract Manager	4	Project Management and client communication
Licensed Land Surveyor	8	Research and legal description preparation
Administrative Assistant	2	Project assistance, organization, and document control
CAD Technician	16	Create illustrative mapping related to legal description

## Prepare base map drawings and CAD files for use by designers

Classification	Hours	Description
Contract Manager	4	Project Management and client communication
Administrative Assistant	2	Project assistance, organization, and document control
CAD Technician	24	Drafting services

## **CONFLICT OF INTEREST**

There is not an actual, apparent or potential conflict of interest with DPSI under this Agreement for consultant services pursuant to this RFP.

## **LITIGATION**

DPSI has not been involved with any litigation in connection with any prior projects.

## **CONTRACT AGREEMENT**

DPSI affirms that the proposal terms will remain in effect for 90 days following the date proposal submittals are due.

Jeffrey Zambo, PLS, is the President for Diversified Project Services International Inc. and is authorized to negotiate contracts. His signature below verifies this.

Jeffrey Zambo, PLS, President  
705 Fiero Lane, Suite 10  
San Luis Obispo, California 93401  
Office: (805) 250-2891 Cell: (661) 312-9261  
jzambo@dpsiinc.com



Jeffrey Zambo, PLS  
President

## Contractor Information Sheet

Name of Proposer Diversified Project Services Interanational, Inc.

Business P.O. Box N/A

City, State, Zip N/A

Business Street Address 705 Fiero Lane, Suite 10  
(Include even if P.O. Box is used)

City, State, Zip San Luis Obispo, CA 93401

Telephone No. (805) 250-2891 Fax No. (805) 250-2896

Contractor License No. 973308 License Classification Class A HAZ

Public Works Contractor Registration No. 1000005579

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

Contact Person Name Jeffrey Zambo, PLS

Contact Person Phone No. (805) 250-2891

Contact Person Email jzambo@dpsiinc.com

Employer's Tax Identification Number 26-1279651


# Exhibit 10-01 CONTRACTOR Proposal DBE Commitment

January 2019

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

1. LOCAL AGENCY: County of Santa Barbara 2. Contract DBE Goal: 0%
3. Project Description: Indefinite Delivery-Indefinite Quality - "As Needed" Surveyor Services
4. Project Location: County limits of Santa Barbara
5. CONTRACTOR's Name: Diversified Project Services International, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Land Surveying Services	N/A	N/A	0.00%
<b>Local Agency to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>0 %</b>
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. CONTRACTOR's Ranking after Evaluation: _____  Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
21. Local Agency Representative's signature _____ 22. Date _____  23. Local Agency Representative's Name _____ 24. Phone _____  25. Local Agency Representative's Title _____		<b>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</b>  <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">             12. Preparer's Signature  <b>Jeffrey Zambo, PLS</b>            14. Preparer's Name  <b>President</b>            16. Preparer's Title         </div> <div style="width: 35%;">           10/24/2022            13. Date  <b>(805) 250-2891</b>            15. Phone         </div> </div>	

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

**ADA Notice:**

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