

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 **MNS Engineers, Inc.** with an address at **201 N. Calle Cesar Chavez Suite 300, Santa Barbara, CA 93103** (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

Jesus Hernandez at phone number **805-803-8797** is the representative of County and will administer this Agreement for and on behalf of County. **Shawn Kowalewski** at phone number **805-896-8426** 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: **Jesus Hernandez, Public Works, 620 W Foster Road, Santa Maria, CA, 93455, 805-803-8797, jehernan@countyofsb.org**
To CONTRACTOR: **Shawn Kowalewski, MNS Engineers, Inc., 201 N. Calle Chavez Suite 300, Santa Barbara, CA, 93103, 805-896-8462, skowalewski@mnsengineers.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 **03/05/2024** and end performance upon completion, but no later than **06/30/2027** 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.P.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.
 - 1) **For Convenience**. County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, 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.
 - 2) **For Nonappropriation of Funds**. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify 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.
 - 3) **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.

39. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with [Earth Mechanics, Inc. \(EMI\)](#), [GPA Consulting \(GPA\)](#), [Pax Environmental, Inc. \(PAX\)](#), [Pacific Coast Land Design \(PCLD\)](#), [TJKM Transportation Consultants \(TJKM\)](#), and [Yeh \(YEH\)](#) as identified in Attachment D (Proposal). CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for County in this Agreement, including audit rights. CONTRACTOR shall ensure subcontractor's compliance with California Labor Code, including but not limited to the payment of prevailing wage when required.

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.

- 1) 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.
- 2) 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.
 - 3) 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.
 - 4) 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 10th day of the following month after submitting an invoice for reimbursement. Form must also be emailed to 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 11%. Participation by DBE CONTRACTOR or subcontractors shall be in accordance with information contained in Exhibit 10-O2: 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 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.

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

A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:

- i. Procure or obtain;
- ii. Extend or renew a contract to procure or obtain; or
- iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

C. Telecommunications or video surveillance services provided by such entities or using such equipment.

- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- F. See Public Law 115-232, section 889 for additional information.
- G. See also 2 CFR § 200.471.

53. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

54. 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.

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 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 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:

Brandon Reyes, PE Principal-in-Charge
MNS Engineers, Inc.
201 N. Calle Cesar Chavez Suite 300
Santa Barbara, CA 93103

License No.: Various
Business Type: Corporation
breyes@mnsengineers.com
951-532-4510

By: 
Authorized Representative

Date: 2/2/2024

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:

Steve Lavagnino

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Scott D. McGolpin
Director of Public Works

By: _____
Department Head

DocuSigned by:
Scott McGolpin
2C7CB1830C5741F...

Date: 2/21/2024 | 4:43 PM PST

APPROVED AS TO FORM:

Greg Milligan
Risk Manager

By: _____

DocuSigned by:
Greg Milligan
05F555F00269466...

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

DocuSigned by:
Betsy M. Schaffer
6BAAEA15901943F...

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Deputy County Counsel

DocuSigned by:
Rachel Van Mullem
5DB10F553F3444F...

Exhibit A – Statement of Work

Shawn Kowaleski shall be the individual point of contact 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 18, 2023 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 Engineering services including but not limited to; site investigations and evaluation; conceptual planning; preliminary and final plans, specifications, and estimates; providing design support during construction; and developing as-built plans of transportation public works projects, as specified. The work does provide evaluation or discipline reports and is therefore A&E (Architecture & Engineering) service (Reference: California Government Code §4527.)

The Contractor assigned maintenance Division is: LOMPOC.



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.

SCOPE OF WORK AND PROJECT DELIVERABLES

1.1 DESCRIPTION OF WORK

Contractor will provide DESIGN Services as required for each Task Order and as so ordered by the Contract Manager, or Designee. Contractor shall maintain all required certifications to perform the work, namely a California Professional Civil Engineer in responsible charge. Contractor shall respond in a timely and cost-efficient manner to the County requests for DESIGN Services at any transportation project location throughout each assigned Maintenance Division within the County.

DESIGN Services may also include, but not be limited to: preparation of construction documents for transportation projects, provide environmental support services, assist in acquisition of various permits, perform land surveys, perform hydrology/hydraulic analysis, perform and provide geotechnical analysis/study reports, provide Plans, Specifications, and Estimate package, bid and construction support services and other services necessary to complete Task Orders 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, design services as needed. Work is to begin upon County and Contractor developing an estimate and schedule in a Task Order. Scope of work typically includes:

- a. Site Investigation/Evaluation/Analysis, Conceptual Planning
- b. Preliminary Design: Prepare benefit cost analysis, exhibits, and plans and estimates
- c. Prepare final design plans, specifications, and estimates
- d. Provide design support during construction phase, develop As-Built drawings

If the proposer is using subcontractors to perform certain work, no additional markup is allowed. The cost shown in the cost proposal for any test 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 work.

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
- d. Project development meetings/coordination
- e. Public Outreach

2. Initiation and Review of Existing Data

- a. Meeting with Contract Manager and/or designees to identify environmental obstacles, review existing survey data/determine extents of topographic survey, discuss required studies/reports.
- b. Field review of project site with Contract Manager and/or designees.

3. Design Recommendation Report

- a. Summary Report of Recommended Design
- b. 35% Layout plans with existing utilities shown, vicinity map
- c. 35% Cost Estimate

4. 65% Plans and Cost Estimate

- a. Respond to County 35% Review Comments.

- b. A completed set of plans will be prepared, level of detail will be stated in Task Order (Level A, B or C):
 - i. Level A plans include: Title Sheet, Demolition Plan, Typical Sections, Layout, Profile, Superelevation, Construction Details, Drainage Plan and Details, Utility Plans, Construction Area Signs, Pavement Delineation sheets, Stage Construction, Right of Way, Cross Sections and Log of Test Boring sheets.
 - ii. Level B plans include: Title Sheet, Typical Sections, Layout, Profile, Construction Details
 - iii. Level C plans include: Sketch with conceptual plan and construction oversite
- c. 65% construction cost estimate with independent quantity check prior to submittal.

5. 95% Plans, Specifications and Estimate

- a. Respond to County 65% Review Comments.
- b. Prepare Project technical special provisions, based on Caltrans Standard Specifications
- c. 95% Plans with finalized proposed improvement plans after considering County comments and the project special provisions. Contractor will perform internal QA/QC review.
- d. 95% Cost Estimate using Caltrans Cost Data and local price index.

6. Final (100%) Plans, Specifications and Estimate

- a. Respond to County 95% Review Comments.
- b. Final Specification Comments
- c. Signed 100% Plans
- d. Technical Special Provisions
- e. Cost Estimate with DBE Analysis and Goal
- f. Design Calculations
- g. Quantity Calculations

1.3 STANDARDS

The Contractor must be knowledgeable of and adhere to the latest editions of pertinent standards of practice.

This includes, but is not limited to:

- All deliverables must be prepared in accordance with the current County of Santa Barbara Public Works Transportation Design Standards
- Current Caltrans Standard Specifications, Standard Plans, Local Assistance Procedure Manual (LAPM) and Land Surveying Manual
- All deliverables will comply with County, State, and Federal regulations
- All deliverables will be in English units
- All deliverables for Level A and B projects must be prepared using the latest version of Autodesk Civil 3D used by the County

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 is 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 Design 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 until completion and acceptance of the project/deliverables by the County. After the County's approval of the Contractor's personnel and finalization of a Task Order, 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. The Contractor's personnel may be asked to attend certain special training if recommended by the County. On such occasions, with written approval of the County, the County shall compensate the Contractor for the Contractor's actual cost for time spent in training only. All other costs, fees, and expenses associated with the training, or re-certification, including any transportation costs and training fees, shall be the Contractor's responsibility. In addition, services to train or re-certify the County personnel shall not be provided by the Contractor under this Contract.
- 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 Design 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.
 - Managing and coordinating with sub-consultants as well as other stakeholders defined in the Task Order.
- Job Classification: Stamping Engineer in Responsible Charge. As required, shall be a Professional Engineer registered & licensed in the State of California, in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists. The PE shall also have a documented minimum of 2 (two) years of experience in stamping plans, specifications, and estimates.
- Job Classification: Drafter, Designer, 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 a safe and efficient operation. If such a condition exists Contractor agrees to immediately notify County.
- 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 safety 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, construction survey equipment, or other tools, including hardware and software, used in providing transportation design 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. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Cost Proposal, as described in this Exhibit. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by County, County will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, 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 ten (10) 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, overhead, fee if any, 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.
- E. Task Orders shall be negotiated for specific rates of compensation, which must be based on the labor and other rates set forth in CONTRACTOR's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the County designated representative before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONTRACTOR shall not commence performance of work or services until this contract has been approved by County, and notification to proceed has been issued by the County designated representative. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. 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.
- K. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by the County designated representative 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 milestone, 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 11 Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to the County designated representative at the following address:

County of Santa Barbara
Jesus Hernandez
620 West Foster Road
Santa Maria, CA 93455

- A. 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.
- B. 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.
- C. If the CONTRACTOR fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- D. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- E. The total amount payable by County for all Task Orders resulting from this contract shall not exceed **\$1,000,000**. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- F. All subcontracts shall contain the above provisions.

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant : MNS Engineers, Inc. Prime Consultant: X 1st Tier Subconsultant: 2nd Tier Subconsultant:

Project No. Fed Aid IDIQ Contract No. TBD Participation Amount \$ TBD Date: 11/6/2023

For Combined Rate	52.42%	+	88.10%	=	140.51%
	Fringe Benefit	+	General Administration		
For Home Office Rate	53.12%	+	86.38%	=	139.50%
	Fringe Benefit	+	General Administration		
For Field Rate	52.25%	+	88.51%	=	140.75%
	Fringe Benefit	+	General Administration		
FEE % =					10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Brandon Reyes, PE* Principal-in-Charge Principal Engineer	\$348.30	\$522.46	\$696.61	1/1/2023	12/31/2023	\$132.21		
	\$362.24	\$543.35	\$724.47	1/1/2024	12/31/2024	\$137.50	4.00%	
	\$376.73	\$565.09	\$753.45	1/1/2025	12/31/2025	\$143.00	4.00%	
	\$391.79	\$587.69	\$783.59	1/1/2026	12/31/2026	\$148.72	4.00%	
Shawn Kowalewski, PE* Contract Manager Principal Engineer	\$291.31	\$436.96	\$582.62	1/1/2023	12/31/2023	\$110.58		
	\$302.96	\$454.44	\$605.92	1/1/2024	12/31/2024	\$115.00	4.00%	
	\$315.08	\$472.62	\$630.16	1/1/2025	12/31/2025	\$119.60	4.00%	
	\$327.68	\$491.52	\$655.37	1/1/2026	12/31/2026	\$124.38	4.00%	
Michael Ip, PE* Supervising Engineer Principal Engineer	\$283.30	\$424.95	\$566.60	1/1/2023	12/31/2023	\$107.54		
	\$294.63	\$441.95	\$589.26	1/1/2024	12/31/2024	\$111.84	4.00%	
	\$306.42	\$459.62	\$612.83	1/1/2025	12/31/2025	\$116.31	4.00%	
	\$318.67	\$478.01	\$637.35	1/1/2026	12/31/2026	\$120.96	4.00%	
Staff Project Engineer Senior	\$177.83	\$266.74	\$355.65	1/1/2023	12/31/2023	\$67.50		\$55 - \$80
	\$184.94	\$277.41	\$369.88	1/1/2024	12/31/2024	\$70.20	4.00%	
	\$192.34	\$288.50	\$384.67	1/1/2025	12/31/2025	\$73.01	4.00%	
	\$200.03	\$300.04	\$400.06	1/1/2026	12/31/2026	\$75.93	4.00%	
Staff Project Engineer	\$145.66	\$218.48	\$291.31	1/1/2023	12/31/2023	\$55.00		\$45 - \$65
	\$151.48	\$227.22	\$302.96	1/1/2024	12/31/2024	\$57.20	4.00%	
	\$157.54	\$236.31	\$315.08	1/1/2025	12/31/2025	\$59.49	4.00%	
	\$162.99	\$244.48	\$325.97	1/1/2026	12/31/2026	\$61.87	4.00%	
Staff Design Engineer Associate	\$118.55	\$177.83	\$237.10	1/1/2023	12/31/2023	\$45.00		\$40 - \$50
	\$123.29	\$184.94	\$246.58	1/1/2024	12/31/2024	\$46.80	4.00%	
	\$128.22	\$192.34	\$256.45	1/1/2025	12/31/2025	\$48.67	4.00%	
	\$133.35	\$200.03	\$266.71	1/1/2026	12/31/2026	\$50.62	4.00%	
Staff Design Engineer Assistant	\$98.79	\$148.19	\$197.58	1/1/2023	12/31/2023	\$37.50		\$30 - \$45
	\$102.74	\$154.12	\$205.49	1/1/2024	12/31/2024	\$39.00	4.00%	
	\$106.85	\$160.28	\$213.71	1/1/2025	12/31/2025	\$40.56	4.00%	
	\$111.13	\$166.69	\$222.25	1/1/2026	12/31/2026	\$42.18	4.00%	

NOTES:

1. 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.
2. The cost proposal format shall not be amended.
3. 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.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant : MNS Engineers, Inc. Prime Consultant: X 1st Tier Subconsultant: 2nd Tier Subconsultant:

Project No. Fed Aid IDIQ Contract No. TBD Participation Amount \$ TBD Date: 11/6/2023

For Combined Rate	52.42%	+	88.10%	=	140.51%
	Fringe Benefit	+	General Administration		
For Home Office Rate	53.12%	+	86.38%	=	139.50%
	Fringe Benefit	+	General Administration		
For Field Rate	52.25%	+	88.51%	=	140.75%
	Fringe Benefit	+	General Administration		
					FEE % = 10.00%

BILLING INFORMATION**CALCULATION INFORMATION**

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Staff CADD Support	\$118.55	\$177.83	\$237.10	1/1/2023	12/31/2023	\$45.00		\$30 - \$70
	\$123.29	\$184.94	\$246.58	1/1/2024	12/31/2024	\$46.80	4.00%	
	\$128.22	\$192.34	\$256.45	1/1/2025	12/31/2025	\$48.67	4.00%	
	\$133.35	\$200.03	\$266.71	1/1/2026	12/31/2026	\$50.62	4.00%	
Staff Environmental Planner Principal	\$250.27	\$375.41	\$500.55	1/1/2023	12/31/2023	\$95.00		\$75 - \$105
	\$260.28	\$390.43	\$520.57	1/1/2024	12/31/2024	\$98.80	4.00%	
	\$270.69	\$406.04	\$541.39	1/1/2025	12/31/2025	\$102.75	4.00%	
	\$281.52	\$422.28	\$563.05	1/1/2026	12/31/2026	\$106.86	4.00%	
Staff Principal Surveyor	\$210.76	\$316.13	\$421.51	1/1/2023	12/31/2023	\$80.00		\$70 - \$90
	\$219.19	\$328.78	\$438.37	1/1/2024	12/31/2024	\$83.20	4.00%	
	\$227.95	\$341.93	\$455.91	1/1/2025	12/31/2025	\$86.53	4.00%	
	\$237.07	\$355.61	\$474.14	1/1/2026	12/31/2026	\$89.99	4.00%	
Staff Associate Surveyor	\$118.55	\$177.83	\$237.10	1/1/2023	12/31/2023	\$45.00		\$35 - \$55
	\$123.29	\$184.94	\$246.58	1/1/2024	12/31/2024	\$46.80	4.00%	
	\$128.22	\$192.34	\$256.45	1/1/2025	12/31/2025	\$48.67	4.00%	
	\$133.35	\$200.03	\$266.71	1/1/2026	12/31/2026	\$50.62	4.00%	
Staff Party Chief (PW)**	\$165.52	\$248.28	\$331.04	1/1/2023	12/31/2023	\$62.50		\$55 - \$70
	\$172.14	\$258.21	\$344.28	1/1/2024	12/31/2024	\$65.00	4.00%	
	\$179.02	\$268.54	\$358.05	1/1/2025	12/31/2025	\$67.60	4.00%	
	\$185.21	\$277.82	\$370.42	1/1/2026	12/31/2026	\$70.30	4.00%	
Staff Chainperson (PW)**	\$92.69	\$139.04	\$185.38	1/1/2023	12/31/2023	\$35.00		\$30 - \$40
	\$96.40	\$144.60	\$192.80	1/1/2024	12/31/2024	\$36.40	4.00%	
	\$100.25	\$150.38	\$200.51	1/1/2025	12/31/2025	\$37.86	4.00%	
	\$103.72	\$155.58	\$207.44	1/1/2026	12/31/2026	\$39.37	4.00%	
Staff QA/Constructability Resident Engineer	\$250.27	\$375.41	\$500.55	1/1/2023	12/31/2023	\$95.00		\$85 - \$110
	\$260.28	\$390.43	\$520.57	1/1/2024	12/31/2024	\$98.80	4.00%	
	\$270.69	\$406.04	\$541.39	1/1/2025	12/31/2025	\$102.75	4.00%	
	\$281.52	\$422.28	\$563.05	1/1/2026	12/31/2026	\$106.86	4.00%	

NOTES:

1. 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.
2. The cost proposal format shall not be amended.
3. 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.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

EXHIBIT 10-H2 COST PROPOSAL
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant : MNS Engineers, Inc. Prime Consultant: X 1st Tier Subconsultant: 2nd Tier Subconsultant:

Project No. Fed Aid IDIQ Contract No. TBD Participation Amount \$ TBD Date: 11/6/2023

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)

DESCRIPTION OF ITEMS	QUANTITY	UNIT	UNIT COST	TOTAL
Mileage Costs (GSA current rate)	NA	MI	\$0.625	
Equipment Rental and Supplies	Note 1			
Survey Fees	TBD	EA	\$0.00	
Travel - Lodging (per current GSA rates, TBD in Task Order proposal)	TBD	EA	\$157.00	
Travel - Meals & Incidentals (per current GSA rates, TBD in Task Order proposal)	TBD	EA	\$74	
Vehicle	NA			
Subconsultant 1:				
Subconsultant 2:				
Subconsultant 3:				
Subconsultant 4:				
Subconsultant 5:				

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct costs.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
- 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
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
- The cost proposal format shall not be amended. All costs must comply with the Federal cost principles.
- Add additional pages if necessary.
- Subconsultants must provide their own cost proposals.

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: Shawn Kowalewski

Title *: Vice President

Signature : 

Date of Certification (mm/dd/yyyy): 11/28/2023

Email: SKowalewski@MNSEngineers.com

Phone Number: 805-896-8462

Address: 201 N. Calle Cesar Chavez, Suite 300, Santa Barbara, CA 93103

* 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:

Project management, grant funding, surveying, civil and transportation engineering, environmental planning and permitting, construction management and constructibility review.

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 revisions 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 state 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 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.

- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

ATTACHMENT B – CONTRACTOR INFORMATION SHEET



Section 7. Contractor Information Sheet

Contractor Information Sheet

Name of Proposer MNS Engineers, Inc.

Business P.O. Box _____

City, State, Zip _____

Business Street Address 201 N. Calle Cesar Chavez, Suite 300
(Include even if P.O. Box is used)

City, State, Zip Santa Barbara, CA 93103

Telephone No. 805.692.6921 Fax No. 805.692.6921

Contractor License No. Engineers are individually licensed License Classification Various

Public Works Contractor Registration No. 1000003564

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

Contact Person Name Shawn Kowaleski, PE

Contact Person Phone No. 805.896.8462

Contact Person Email skowalewski@mnsengineers.com

Employer's Tax Identification Number 95-2080889

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: County of Santa Barbara 2. Contract DBE Goal: 11%
3. Project Description: Construction DESIGN SERVICES Services, IDIQ, 2023-2026
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
Local Agency to Complete this Section			
20. Local Agency Contract Number: <u>IDIQ04</u> 21. Federal-Aid Project Number: <u>NA</u> 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 _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			14. TOTAL CLAIMED DBE PARTICIPATION 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 _____ 17. Preparer's Name _____ 18. Phone _____ 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.

ATTACHMENT D –PROPOSAL



COUNTY OF SANTA BARBARA

October 18, 2023

PROPOSAL TO PROVIDE AS-NEEDED DESIGN SERVICES FOR INDEFINITE DELIVERY-INDEFINITE QUANTITY

COSBA230505





Contents

Section 1. Cover Letter	CL.1
Section 2. Contractor Information, Qualifications, Experience, Staffing and Understanding of Work	1
Firm Introduction	
Key Qualifications	
MNS On-Call Experience	
On-Call Experience and MNS Transportation Project Awards	
Select Regional Project Experience	
Project Experience	
Subconsultant Utilization	
Project Understanding	
Project Management Approach	
Quality Assurance and Project Start-Up Process	
Familiarity with Standards and Procedures	
Cost Management Approach	
Section 3. Contractor Staffing	22
Organization Chart	
Professional and Qualified Team	
Section 4. Conflict of Interest	28
Section 5. Litigation	28
Section 6. Agreement for Services of Independent Contractor	28
Section 7. Contractor Information Sheet	29
Section 8. DBE Information	30
Appendix A. Resumes	A-1
Appendix B. Contract Exceptions	B-1

1 SECTION

Cover Letter





October 18, 2023

County of Santa Barbara
Public Works Department - Transportation Division
Attention: Cesar Morales, Contract Manager
123 East Anapamu Street
Santa Barbara, CA 93101

RE: Indefinite Delivery-Indefinite Quantity for As Needed Design Services

Dear Mr. Morales:

Thank you for the opportunity to submit this Statement of Qualifications (SOQ) to Provide Indefinite Delivery-Indefinite Quantity for As Needed Design Services for the County of Santa Barbara Public Works Department - Transportation Division (County). Since 1962, MNS Engineers, Inc., (MNS) has provided quality infrastructure consulting services to the transportation and government service markets throughout California. MNS specializes in the core services of planning, civil engineering, construction management, and land surveying.

Additionally, as a City Engineer and City Surveyor to numerous agencies, we have a unique understanding comprised of both the engineering and the municipality perspectives. Our first-hand knowledge and experience with municipal engineering allows us to maintain long-term municipal clients for a range of transportation infrastructure projects.

Our Team's Core Benefits

Professional and Qualified Team

Contract Management. Our Contract Manager, Shawn Kowalewski, PE, is a multiskilled Principal Engineer with a broad range of experience in engineering analysis and design as well as construction management and inspection of a variety of public infrastructure projects. At MNS, Shawn's responsibilities include civil engineering project management, quality assurance/quality control, structural design and analysis, contract administration, cost estimating and tracking, plan and specification review, and report preparation.

Qualified Supervising Engineer (Stamping Engineer in Responsible Charge). MNS' Civil Engineer in Responsible Charge, Michael Ip, PE, QSD, is a Principal Engineer with 29 years of experience specializing in the design and management of transportation facilities and capital improvement projects. Michael's technical experience includes all project phases, including project reports, planning, design, and construction management. His management experience includes oversight and direction of technical professionals, client liaison, quality control, subconsultant coordination, public outreach and resources allocation to ensure the timely delivery of project deliverables.

MNS DETAILS

Legal Name

MNS Engineers, Inc.

Firm Ownership Type

C-Corporation

Year Firm Established

1962

California Department of Industrial Relations (DIR)

No. 1000003564

Corporate and Project Office

201 N. Calle Cesar Chavez,
Suite 300

Santa Barbara, CA 93103

805.692.6921 Office/Fax

www.mnsengineers.com

Primary Contact

Shawn Kowalewski, PE
Contract Manager

805.896.84626 mobile

skowalewski@

mnsengineers.com

Authorized Signature

Brandon Reyes, PE
Principal-in-Charge

951.532.4510 Mobile

breyes@mnsengineers.com



Similar Project Experience

Our firm understands agencies expect quality services that remain on schedule and budget, and MNS is committed to providing construction management and inspection services to the County. MNS has 100 active on-call municipal contracts with over 70 agencies, each with multiple projects. As a testament to our quality of work, we have provided engineering, surveying, government services, construction management, and/or inspection services to the following Northern/Central California public agencies:

- Cities of Belmont, South San Francisco, Brisbane, San Carlos, Daly City, East Palo Alto, Sunnyvale, Berkeley, Dublin, Fremont, Morgan Hill, Newark, Pittsburg, San Jose, Santa Cruz, Arroyo Grande, Buellton, Carpinteria, Goleta, Greenfield, Grover Beach, Marina, Monterey, Paso Robles, Salinas, San Luis Obispo, Santa Barbara, Solvang, and Watsonville
- Counties of Alameda, Contra Costa, Humboldt, Monterey, Napa, Sonoma, San Benito, San Luis Obispo, Santa Barbara, Santa Clara, Santa Cruz, and Ventura
- Special Districts such as Alameda County Flood Control and Water Conservation District, BATA, Metropolitan Transportation Commission, MidPeninsula Regional Open Space District, Peninsula Corridor Joint Powers Board, San Francisco County Transportation Authority, San Mateo County Transportation Authority, Alameda County Transportation Commission, San Joaquin Regional Rail Commission, Santa Clara Valley Transportation Authority, Santa Cruz County Regional Transportation Commission, and Santa Maria Valley Water Conservation District
- Caltrans Districts 3, 4, 5, 6, 7, and 59 (Structures)

Comprehensive Engineering Services

Diversified Experience. Our firm's experience, coupled with our knowledge of municipalities, makes MNS an easy addition to provide professional on-call services. We are able to draw from our highly qualified staff with expertise and resources in the areas of planning, civil engineering, land surveying, and construction management—always finding precisely the right skillset and personality fit for the job. We have included subconsultants to support us with other services that may be required such as environmental, geotechnical, and supplemental civil/transportation engineering.

Santa Barbara County Area Experience. MNS is headquartered in and has extensive experience working with the County of Santa Barbara, Caltrans, and various agencies within County. As an established Santa Barbara County firm, MNS requests the 5 local presence evaluation points.

Best of Both Worlds. MNS is a full-service firm delivering superior quality and offering a depth of resources—ranging from planning and design to construction management. Our ability to tackle large-scale endeavors without driving up costs or sacrificing personalized service makes us stand out as a client favorite.

We are excited about the opportunity and are committed to meet the County's needs. Please feel to contact **Brandon Reyes, PE**, at 951.532.4510 or at breyes@mnsengineers.com with any questions regarding this SOQ. Thank you for your consideration.

Sincerely,

MNS Engineers, Inc.

A handwritten signature in blue ink, appearing to read "Brandon Reyes", is written over a light blue circular background.

Brandon Reyes, PE, Vice President - Transportation

2 SECTION

Contractor Information, Qualifications, Experience, Staffing and Understanding





2

Section 2. Contractor Information, Qualifications, Experience, Staffing and Understanding of Work

Firm Introduction

MNS Profile	
Firm	MNS Engineers, Inc. (MNS)
Services	Primary Contract Management, Planning, Civil Engineering, Land Surveying, Constructability Review, Grant Writing
Project Office	201 N. Calle Cesar Chavez, Suite 300 Santa Barbara, CA 93103 805.692.6921 Office/Fax
Primary Point of Contact	Shawn Kowalewski, PKE Contract Manager 805.896.84626 Mobile skowalewski@mnsengineers.com
DIR No.	1000003564

As a local, California mid-size business, MNS offers a proven depth of resources and services that allows us to deliver superior quality and service. Established in 1962, MNS provides quality infrastructure consulting services to the transportation, water resources, and government service markets throughout California. Specializing in the core services of planning, civil engineering, construction management, and land surveying, MNS' reputation has been built on clear and direct communication and quality services. We understand the technical, environmental, and regulatory aspects required for this on-call contract.

Innovative, sustainable, and economically viable transportation systems are vital to our society. MNS applies innovative solutions to comply with an increasing number of ever more complex regulations, to extend limited resources, and to rehabilitate and replace aging infrastructure to meet tomorrow's needs. Our goal is

simple—to provide long-term, cost-effective, high quality, and reliable systems to ensure our communities will be well served and protected by the systems we manage. Our experts examine each project and its impacts, identify alternatives, and develop recommendations. We are cognizant of the particular needs of our clients and their goals to improve the operational aspects of their system by making a significant investment in upgrading infrastructure.

Transportation/Roadway Expertise

Our experienced licensed civil engineers and technical support staff are available for your project needs. Our engineers are experienced in delivering transportation projects of all sizes and complexity, as well as support services such as wastewater resources, water resources, and public site improvement projects. We utilize the latest computer-aided design and drafting (CADD) equipment and technologies to prepare plans, specifications, and estimates (PS&Es). Our engineering and technical teams stay current with material and construction method developments as well as public agency specification and code requirements.

We offer the County our in-depth project experience and a high level of engineering design skill for all project phases:

- Detailed design, specifications, Engineer's Cost Opinions (PS&E)
- Preliminary engineering studies
- Stormwater Pollution Prevention Plan (SWPPP) preparation
- Regulatory permitting
- Pre-bid and bid phase assistance
- Coordination with project stakeholders and utilities

70



**IN-HOUSE
LICENSED
ENGINEERS**

200+



**LOCAL AGENCY
CLIENTS**

100+



**ACTIVE ON-CALL
CONTRACTS**



- Requirements for funding from federal, state, and local resources
- Constructability review
- Construction administration
- Plan check and peer review

Land Surveying

Our land surveying department is comprised of municipal surveying, right-of-way (R/W) engineering, design surveying, and construction staking services.

R/W Engineering Services. Our R/W Engineering Division has significant expertise in supporting the R/W acquisitions and dispositions required for capital improvement projects. We have an excellent working knowledge of policies and procedures regarding R/W acquisition and tailor our products to match local agency requirements. We also have experience in providing early project support preparing R/W Datasheets and associated cost estimates. We also provide monument preservation services typical for roadway construction projects.

Design Surveying Services. Our Design Surveying Division has extensive experience in R/W, boundary and easement retracement, ground, aerial and bathymetric topographic mapping, utility mapping, as-builts, and three-dimensional (3D) scanning survey data collection. Typical projects encompass roads, highways, bridges, parking lots, pipelines, and other municipal projects including water, recycled water, and wastewater processing and treatment plants.

Construction Management and Inspection

As a leader in construction management (CM) and inspection services, we offer a depth of staff resources and a reputation for success in meeting project quality, budget, and schedule goals. Our CM staff will be available to the County throughout the contract duration to provide input on project constructability, to assist in developing accurate construction cost estimates, and to provide input to each project design.

Many of our projects are either within Caltrans R/W or involve federal funds, which require the project to be administered per the Caltrans Local Assistance Procedures Manual (LAPM). Our expertise includes:

- Constructability review
- Construction management

- Construction inspection
- Scheduling and Critical Path Method (CPM) review
- Contract administration and labor compliance
- SWPPP compliance and environmental compliance
- Multiparty and contractor coordination
- Utility and regulatory agency coordination
- Funding administration: local, state, and federal

Permitting and Coordination

Most of our projects require extensive coordination with permitting agencies. A significant number of MNS projects are constructed within waterways and environmentally sensitive areas. We have considerable experience in the wastewater and water resources industry and have established an extensive resume of wastewater and water projects as well as associated improvements. Additionally, we have proven and recognized experience in coordinating projects involving communication with multiple agencies, utilities, and permitting for encroachment and environmental protection.

Technical Tools and Skills

MNS utilizes cloud-based platforms such as CMIS to store project information. This type of platform can be used to share project documents, track project progress, and manage communication. We also use the latest mobile apps to facilitate communication between team members. These apps can increase efficiency and reduce the need for paper-based communication.


Key Qualifications

During the last decade, MNS has successfully administered over \$2B of programmed funds, with the majority of projects involving the construction of highway and structure improvements. We have significant experience with projects funded by the following entities:

- Bond Funded Projects and Local/County Measures
- Federal Highway Administration (FHWA)
- American Recovery and Reinvestment Act (ARRA)
- State Revolving Fund Loans (SRF)
- Highway Bridge Replacement and Rehabilitation (HBRR)
- Statewide Transportation Improvement Program (STIP)
- Federal Emergency Agency (FEMA)



Agency Experience

 A depth of staff resources and a reputation for successful project delivery and agency coordination are just some of the reasons clients count on MNS for construction management and inspection services year after year. Our firm understands agencies expect quality services delivered on schedule and budget.

MNS has worked on over 150 municipal on-call contracts with 71 agencies. As a testament to our quality of work, we have provided services to the following abbreviated list of agencies:

- Cities of Arroyo Grande, Berkeley, Buellton, Carpinteria, Commerce, Culver City, El Segundo, Glendora, Goleta, Greenfield, Grover Beach, Long Beach, Los Angeles, Malibu, Morgan Hill, Oxnard, Palmdale, Pasadena, Paso Robles, Pomona, Salinas, San Bernardino, San Carlos, San Fernando, San Jose, San Luis Obispo, San Mateo, Santa Barbara, Santa Clarita, Santa Monica, Simi Valley, Solvang, Sunnyvale, Thousand Oaks, and Walnut Creek, Watsonville, Ventura
- Districts including Calleguas Municipal Water District, Casitas Municipal Water District, Las Virgenes Municipal Water District, Santa Clara Valley Transportation Authority, Santa Cruz County Regional Transportation Commission, Santa Maria Valley Water Conservation District, Suburban Water Systems, United Water Conservation District, Water Replenishment District of Southern California, and West Basin Municipal Water District
- Counties of Alameda, Los Angeles, Monterey, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Sonoma, and Ventura

MNS On-Call Experience

During the past five years, MNS has provided services to support improvements for Caltrans, Counties, Districts, Cities, local agencies—all as part of 361 on-call contracts, of which 100+ are currently active.





On-Call Experience and MNS Transportation Project Awards

Additionally, as a testament to our quality of work, MNS has served as an integral team member on award winning projects throughout the state. Of our 121 project awards, 97 projects are transportation focused and have been recognized by the following associations:

- American Association of State Highway and Transportation Officials
- American Council of Engineering Companies
- American Public Works Association
- American Society of Civil Engineers
- California Transportation Foundation
- Caltrans
- Construction Management Association of America
- League of California Cities
- National Engineers Society
- Society of American Military Engineers
- Transportation Agency of Monterey County



68



12



16



18



Project Experience in the County

Santa Claus Lane Class I Bike Path	
Client	Santa Barbara County Association of Governments
Reference	Fred Luna, Program Manager 805.961.8926 fluna@sbcag.org
Dates	2013 – 2022
Contract Value	\$1.9M
Construction Cost	\$9.8M
Funding Source	SB1-LPP, Measure A, and RSTP funding
MNS Project Manager	Shawn Kowalewski, PE 805.896.8462 skowalewski@mnsengineers.com



The Santa Claus Lane Class I Bike Path project provides a crucial link in the Coastal Trail. This bike path also serves as a requirement for the US 101 High-Occupancy

Vehicle (HOV) project. This project was severely constrained by US 101 and Union Pacific Railroad right-of-way. In addition, there were wetlands in the project limits that were impacted by this bike path. Wetlands protection was a priority for both the City of Carpinteria’s and the County of Santa Barbara’s Local Coastal Plans. A unique, environmentally sensitive design was required.

The northern terminus of the bike path project is the start of the County’s Santa Claus Lane Streetscape project, and was slated to start construction after the completion of the bike path in 2023. MNS previously designed a mini-roundabout at this location to provide a safe and legal location for Santa Claus Lane traffic to turnaround without entering the freeway. Through the project development, the mini roundabout morphed into a tear-drop turnaround. MNS justified the turnaround geometry using roundabout design techniques and philosophies. Caltrans approved this design feature in the state right-of-way at the end of the US 101 southbound on-ramp.

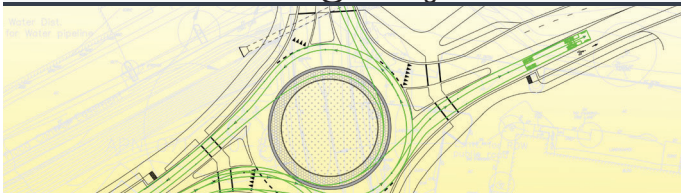
MNS provided project management, transportation engineering, development of alternatives, alternatives analysis, project report, and design standard decision



document (DSDD), traffic safety system guidance (TSSG) exception approval, intersection control evaluation (ICE) and many other design documents to support the project. MNS also provided survey services.

State Route 217/Hollister Avenue Interchange Modifications, New Bridge, and Ekwil Street/Fowler Road Extensions

Client	City of Goleta
Reference	Charlie Ebeling, Director of Public Works T 805.961.7569 E cebeling@cityofgoleta.org
Dates	2012 – current
Contract Value	\$495K
Construction Cost	\$16.7M
Funding Source	CTC and City funding
MNS Project Manager	Shawn Kowalewski, PE 805.896.8462 skowalewski@mnsengineers.com



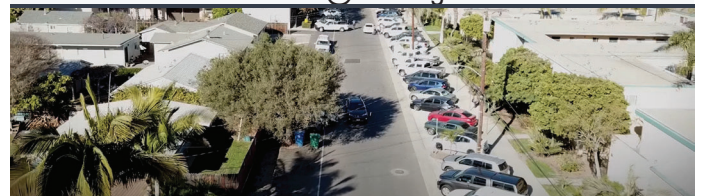
This project modifies the grade separation of State Route 217/Hollister Avenue, realigns and widens freeway ramps, adds two on Hollister Avenue, adds a new bridge over San Jose Creek, and provides roadway extensions on Ekwil Street and Fowler Road to better manage the traffic flow to and from the Santa Barbara Municipal Airport. Located in Old Town Goleta, the project presented a complex R/W effort requiring significant research and evaluation of property rights. The project impacted private properties, Cities of Goleta and Santa Barbara (airport properties), Caltrans, Santa Barbara County Flood Control District, Goleta Water District, Goleta Sanitary District, and various utility companies. In total, the project includes four new roundabouts and a combined new corridor length of 1.7 miles. The MNS survey team prepared the base map for design using aerial topographic and ground survey mapping. For the environmental team, the survey crew mapped potential offsite mitigation areas and provided staking to 35% of the corridor located in heavily vegetated areas to identify impacts. To complete the design base map, MNS retraced 10 roadway segments, a portion of State Route 217, 41 parcels, and numerous easements—

all provided to the design team in AutoCAD format and oriented to NAD 83 and NAVD 88.

In preparation for the right-of-way acquisition, three records of survey were prepared—one for each major alignment—and filed with the County. These provide continuity and clarity during the right-of-way acquisition phase. MNS prepared approximately 45 legal descriptions and plats along with right-of-way appraisal maps in standard Caltrans format. MNS also provided research and analysis to determine prior rights for certain utilities requiring relocation. Internal and external coordination of this project was paramount for success. The project area crossed through many jurisdictions such as the City of Goleta, City of Santa Barbara, County of Santa Barbara, California Coastal Commission, California Department of Transportation (Caltrans), and FAA flight path.

Old Town Sidewalk Improvements

Client	City of Goleta
Reference	Charlie Ebeling, Director of Public Works T 805.961.7569 E cebeling@cityofgoleta.org
Dates	2017 – 2020
Contract Value	\$596K
Construction Cost	\$3M
Funding Source	ATP, Measure A, and GTIP funding
MNS Project Manager	Shawn Kowalewski, PE 805.896.8462 skowalewski@mnsengineers.com



For the City's Old Town sidewalk improvements project, MNS created a new network for pedestrian access to improve walkable connections to businesses and to promote alternative modes of transportation. In this older mixed-use neighborhood, urban roadway design standards have changed significantly. Many of the original streets are narrow, lack sidewalks, and some pathways end abruptly. By installing a network of sidewalks on one side of the area streets, the project also removed access barriers. The project provided curb, gutter, and Americans with Disabilities Act (ADA) ramps to encourage pedestrian traffic.



The City's goal was to expand safe connections to transportation options by making the area more functional for all modes of street travel (walking, bicycling, public transit, and driving). This vital link to the residential neighborhoods north of Hollister Avenue and along Pine Avenue, and south of Hollister Avenue also enhances community health by encouraging active forms of transportation. The City received a California Active Transportation (ATP) grant for the environmental, right-of-way (R/W), final design, and construction. The project scope included:

- Constructing curb and gutter on both sides of the street to improve drainage and stormwater run-off quality
- Installing new connections to the existing storm drain system
- Retaining walls
- Angled parking
- Maximizing vehicle travel lanes, bicycle lanes, and new four-foot-wide sidewalks (as applicable)
- Installing ADA accessible ramps
- Restriping
- Adjusting utility locations
- Removing private encroachments in the public R/W (as necessary)
- Improving street lighting as applicable

MNS provided engineering (design, project reports, and planning), surveying, and a proactive public outreach program with a project website, mailings, fact sheets, and community meetings.



Since 1992, MNS has provided development review and survey services, along with developing and refining the standards, forms, submittal, and review checklists and processes used by private development engineers and surveyors for designing private development projects within the City. We coordinate with the Public Works and Planning Departments who rely upon us to provide professional guidance with regard to any land development activities. Sample services include:

Private Development Reviews. Our Development Review team has plan checked residential and commercial project civil plans, including private and public improvements and managed the permit issuance system. We have reviewed National Pollutant Discharge Elimination System (NPDES) compliance calculations, SWPPP reports, hydrology/hydraulic calculations, and other stormwater-related studies. We have also performed construction inspection of private and public utility installation, roadway improvement construction, traffic control issues, and stormwater compliance items.

Municipal Surveying and Map Checking. Our Municipal Survey team provides all aspects of private development review, including tentative and final map review, along with the development and refining of map statements, dedication, and acceptance language. We have established the standards, forms, and processes used by private development surveyors for development within the City. Using our experience with the California Streets and Highway Code, we recently prepared a Council Resolution for the vacation of portions of an unused road R/W along with the supporting documents including legal descriptions, exhibits, and quitclaim deeds typically needed with these projects.

On-Call Engineering Services

Client City of Buellton

Reference Rose Hess, Director of Public Works/City Engineer
805.688.5177 | roseh@cityofbuellton.com

Dates 1992–current

Contract Value Various

Construction Cost Various

Funding Source Local funding

MNS Project Manager Jeff Edwards, Vice President
805.331.4848
jedwards@mnsengineers.com



On-Call and Other Relevant Project Experience

On-Call Engineering Services

Client City of Palmdale

Reference Nick Godin, Senior Civil Engineer
661.267.5209 | ngodin@cityofpalmdale.org

Dates 2021 – current

Contract Value Various

Construction Cost Various

Funding Source Various

MNS Project Manager Michael Ip, PE, Principal Engineer
805.391.0415
mip@mnsengineers.com



For this on-call contract for 2021 through 2024, MNS has provided design engineering services for the following projects:

Marie Kerr Park and Ride. The project located at the northwest corner of Rancho Vista Boulevard and 25th Street West will build out the remaining 19 acres of the Marie Kerr Park site by constructing a Park and Ride facility, east of the amphitheater. This 1,000+ parking space facility will serve as a park and ride destination as well as provide parking for Palmdale Amphitheater events and Best of the West softball tournaments. The park and ride facility will include carpool, recreational vehicle (RV), Americans with Disability Act (ADA) improvements, future charging station and bicycle parking spaces, pick-up and drop-off areas, storm drain, stormwater treatment landscaping, and site lighting facilities. The off-site street improvements will include street improvements on 25th Street West from Rancho Vista Boulevard to Avenue O-12. MNS is providing preliminary and final design engineering services. The preliminary phase included developing parking layout concepts and presenting the preferred layout to the Planning Commission for approval.

Domenci Massari Park Bicycle Lane System. The City obtained California Transportation Commission 2021 Active Transportation Program Quick-Build Project Pilot Program funding for the Domenic Massari Park Bicycle

Lane System Project. This project will install a Class II bicycle lane with buffers on the following streets:

- Avenue R-8 from 45th Street East to 60th Street East (approximately 8,050 feet)
- Avenue S from Hillcrest Drive to 55th Street East (approximately 1,475 feet)
- Avenue 55th Street from Avenue S to Avenue R (approximately 5,300 feet)

MNS prepared the plans, specifications, and estimate for the project based on the proposed street typical sections provided in the grant application. As part of the project, the City desires to refresh the existing roadway striping in addition to the bicycle lane improvements.

Hillcrest Drive Sidewalk — Yellen Park Project. The project provided a missing sidewalk link on Hillcrest Drive from Avenue S to Buena Vista Elementary School Boulevard. The westerly street parkway improvements included a new sidewalk, ADA curb ramps, and street lighting. MNS provided surveying and final engineering services for this project. The project goal is to eliminate the sidewalk gap along this street and provide a safe pedestrian path of travel for multiple multifamily developments leading to Buena Vista Elementary School. The project entails adding curb, gutter, sidewalk, streetlights, and pavement transitions; and upgrading curb ramps and pavement markings if necessary. All improvements will comply with ADA requirements and City standards.

On-Call Engineering Services

Client City of El Segundo

Reference Cheryl Ebert, Senior Engineer
310.524.2321 | cebert@elsegundo.org

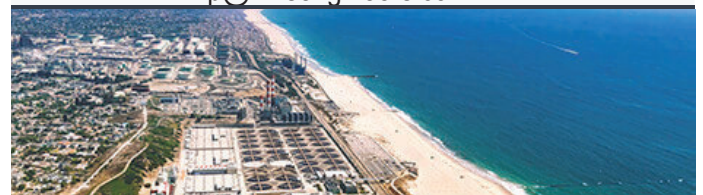
Dates 2021 – current

Contract Value Various

Construction Cost Various

Funding Source Various

MNS Project Manager Michael Ip, PE, Principal Engineer
805.391.0415
mip@mnsengineers.com





For this on-call contract for 2021 through 2024, MNS has provided design engineering services for the following projects:

California Street Improvements. From Walnut Avenue to Sycamore Avenue, California Street has very flat longitudinal grades. In fact, the intersection centerline elevations of Walnut Avenue and Sycamore Avenue are the same. As a result, stormwater and nuisance water pond in this block. To correct the existing ponding problem, MNS studied two alternatives and developed magnitude of construction cost for the alternatives. MNS studied the following alternatives:

- Roadway, sidewalk, and curb and gutter modifications
- Green street—sidewalk modifications, curb cuts, and infiltration/bioretention areas

MNS prepared the City's preferred alternative concepts for the improvements. MNS will be preparing the PS&E package for this project.

Sycamore Park Stormwater Treatment Facility. The City of El Segundo proposed to use Sycamore Park as a regional stormwater treatment site. This site was identified in the City's Urban Runoff Watershed Management Plan. MNS performed an initial feasibility study as part of the California Street Drainage Improvements Technical Memorandum and found it could provide approximately 1.2 acre-feet of underground stormwater treatment volume. The project is funded with City Safe Clean Water (SCW) Program's funds. This project will utilize an underground stormwater storage system such as Contech CMP Stormwater Detention System or the Chamber Maxx (HDPE) and modify the park and adjacent street parkway to receive the stormwater.



As part of this on-call contract for the term 2019 to 2024, MNS has provided design engineering services for the following projects:

Merrill Avenue and Other Roads. This project proposes to rehabilitate the pavement, fix street improvement deficiencies, and upgrade pedestrian facilities to comply with ADA. This project includes mill and overlay, overlay, flashing beacon relocation, cross gutter, driveway approach, and ADA ramp improvements (both new and replacement) on Merrill Avenue (1.8 miles), Randall Avenue (1.5 miles), and Sequoia Avenue (1,200 feet). Also includes corrugated metal pipe (CMP), reinforced concrete box culvert (RCB), and headwall replacement at the Randall Avenue intersections. MNS is performing the preliminary and final design for this project.

Muscoy/Vermont Areas Pedestrian Improvements. The project proposes to improve pedestrian routes around Muscoy Elementary School and Vermont Elementary School in the Muscoy Area. The projects were selected because Muscoy Elementary School and Vermont Elementary School are listed as priority projects in the San Bernardino County Safe Routes to School Master Plan. Improvements will include, but are not limited to, close sidewalk gaps around both schools, curb and gutter (repair/replace), driveway approaches (conform to street/sidewalk), improve pedestrian related traffic control such as high visibility crosswalks, new or replacement of existing curb ramps or refuge pads, and signs and pedestrian crossing signals. MNS is performing the preliminary and final design for this project.

Banana Avenue and Other Roads. The project is located in a residential neighborhood, between Whittram Avenue and Foothill Boulevard in the City of Fontana, specifically:

- Almond Avenue
- Banana Avenue
- Calabash Avenue
- Cottonwood Avenue
- Hemlock Avenue
- Mulberry Avenue
- Redwood Avenue

On-Call Engineering Services

Client County of San Bernardino

Reference Thomas Bustamonte, Engineer III
909.387.8062 | thomas.bustamonte@dpw.sbcounty.gov

Dates 2019–current

Contract Value Various

Construction Cost Various

Funding Source Various

MNS Project Manager Michael Ip, PE, Principal Engineer
805.391.0415
mip@mnsengineers.com



The County of San Bernardino Transportation Division proposes to perform pavement rehabilitation and new or replacement of existing ADA ramps at 93 locations. MNS is performing the preliminary and final design for this project.

Pine View Storm Drain Improvements. The project provides plans, reports, geotechnical recommendations, specifications, and cost estimate for a storm drain system in Pine View Drive, from Sugarloaf Boulevard to Fairway Boulevard in the City of Big Bear. The work consists of preparing plans to install a new storm drain system, including pipelines, box culverts, manholes, and catch basins. Other improvements will include pavement rehabilitation, RCB culvert at State Highway 18, and a bioswale for the Blue Water Channel at Fairway Boulevard/Big Bear Airport. The County desired to reconstruct the Blue Water Channel as a rock-lined bioswale, vegetated with native grasses to capture stormwater, snowmelt runoff, and sediment, and to reduce flows from nearby homes and roads. The bioswale will reduce sediment that is currently picked up from the dirt roads by sufficiently slowing storm flows to allow the sediment to settle within the bioswale and through the use of concrete forebays. The project prepares two final bid/construction packages:

- Phase I – Big Bear Boulevard/State Highway 18 to channel at Big Bear Airport (for immediate construction); and
- Phase II – Sugarloaf Boulevard to Big Bear Boulevard/State Highway 18 (for construction at a later date).

On-Call Engineering Services

Client City of Oxnard

Reference Debbie O'Leary, Transportation Planner
805.200.5283 | debbie.oleary@oxnard.org

Dates 2021 – current

Contract Value Various

Construction Cost Various

Funding Source Various

MNS Project Manager Michael Ip, PE, Principal Engineer
805.391.0415
mip@mnsengineers.com



As part of this on-call contract, MNS has provided design engineering services for the following projects:

Ramona School HSIP Improvements. The City of Oxnard received a Highway Safety Improvement Program (HSIP) grant to address the pedestrian and bicycle safety adjacent to the school. Traffic collisions around Ramona School have been a top priority for students, families, and the community. The safety concerns were elevated due to a collision in which there was a fatality and two others injured. The project will improve the pedestrian crossings on four intersections along Bonita Ave from 1st Street to Cooper Road and Cooper Road from Bonita Avenue to Juanita Avenue. Curb extensions will be provided at the intersections along Cooper Road. In addition to the curb extensions, the Anita Avenue intersection will include a rectangular rapid flashing beacon (RRFB). With the addition of the curb extensions, the existing storm drain system on Cooper Road will need to be modified, and drainage modification will be needed to keep the stormwater flowing. The project included coordinating with other City projects located with the project limits. MNS provided final design services through the on-call agreement.

Patterson Road Curve Study. The City is looking to mitigate an ongoing traffic issue at the Patterson Road curve which connects to Vineyard Avenue. The posted speed limit is 40 miles per hour (MPH) and the advisory speed limit is 20 MPH. The City has installed the required MUTCD signage for this type of curve, but the curve is still accident prone. The City is looking for interim traffic control devices to slow vehicles down to the advisory speed limit.

This study reviews the existing roadway configuration and traffic safety devices and offers additional mitigation measures. This task order does not look at the long-term/major cost improvements such as reconstructing the curve. As part of this study, the City also reviewed the viability of installing guardrail along the roadway edge. MNS performed a field and data review and provided a technical memorandum.

Oxnard Boulevard Alley Study. This study will review the alley opposite Colonia Road between Oxnard Boulevard and A Street. This alley is presently closed, and the City is considering vacating this alley. However, at a recent Wilson Neighborhood Council Meeting, the Council requested the City commence a feasibility study in the hopes of reopening this alley. The Wilson neighborhood



boundaries are from H Street to Oxnard Boulevard and from West 5th Street to Doris Avenue.

To determine the feasibility of opening the alley, the study will focus on the following:

- Reviewing the existing alley for conformance to street alley design criteria and safety standards.
- Reviewing this alley in more detail and providing the required improvements and cost if the alley was open.

As-Needed Engineering Services

Client City of Santa Clarita

Reference Carla Callahan, Senior Engineer
661.286.4130 | ccallahan@santa-clarita.com

Dates 2021 – current

Contract Value Various

Construction Cost Various

Funding Source Various

MNS Project Manager Michael Ip, PE, Principal Engineer
805.391.0415
mip@mnsengineers.com



As part of this on-call contract, MNS has provided design engineering services for the following projects:

Curb Extension at 14th Street/Newhall Avenue. This project installs curb extensions at the northerly corners of the Newhall Avenue and 14th Street intersection.

Whites Canyon Road Catch Basin Analysis. As part of the City's pavement rehabilitation of Whites Canyon Road, the City desires to remove the existing local depression at six catch basins. The wide and grooved local depressions have been an issue for bicycle riders. The catch basins are owned and maintained by Los Angeles County Department of Public Works so the City does not intend on modifying these catch basins. MNS will evaluate the impacts on the catch basins' capacity if the City removes the existing local depression and replace with a Standard Plan for Public

Work Construction (SPPWC) local depression 313-4 Case E in which the depression remains in the gutter pan.

Dockweiler Drive Extension

Client City of Santa Clarita

Reference Carla Callahan, Senior Engineer
661.286.4130 | ccallahan@santa-clarita.com

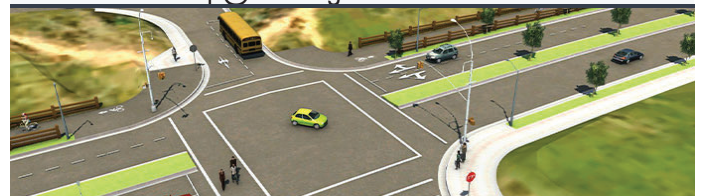
Dates 2019 – current

Contract Value \$2.6M

Construction Cost \$30M

Funding Source LA Metro Grant and Local Funds

MNS Project Manager Michael Ip, PE, Principal Engineer
805.391.0415
mip@mnsengineers.com



This \$30M Secondary Arterial—Dockweiler Drive from Sierra Highway to Railroad Avenue—will provide an important north-south connection for the City, a new entrance to the Master's University, and a secondary emergency access point for the Placerita Canyon community. The roadway extension and widening will go through an existing railroad crossing, business district, hilly terrain, and the Master's University property. MNS is providing preliminary and final design engineering services. Preliminary engineering services include traffic modeling, roundabout analysis and simulation, renderings, intersection, and roadway and bicycleway alternatives. Final engineering services include roadway, bicycle lanes, bicycle path, multiuse path bicycle bridge over Newhall Creek and roundabout design, traffic calming, at-grade railroad crossing and Metro/Southern California Regional Rail Authority (SCRRA)/PUC permitting, traffic signals, street lighting, landscaping, drainage and stormwater treatment (including an infiltration basin, LACDPW, and LACFCD permits), mass grading, environmental permitting, and extensive public outreach.



Emergency Repair Site No. 3 Santa Cruz Branch Line

Client	Santa Cruz County Regional Transportation Commission
Reference	Sara Christensen, PE, Senior Transportation Engineer 831.460.3200 schristensen@sccrtc.org
Dates	2019 – 2020
Contract Value	\$35K
Construction Cost	\$300K
Funding Source	FEMA and Local funding
MNS Project Manager	Shawn Kowalewski, PE 805.896.8462 skowalewski@mnsengineers.com



The Santa Cruz County Regional Transportation Commission (SCCRTC) received FEMA emergency repair funding to repair the railroad (RR) bed scour along the branch line. This project replaced an existing 1-foot by 2-foot wooden box culvert with a 2-foot by 4-foot reinforced concrete box (RCB) culvert under the RR tracks that connects to a County of Santa Cruz (County) storm drain facility while simultaneously repairing the RR track bed.

As the area adjacent to the RR has developed, the control and planning of stormwater conveyance have not been rigorous. MNS' initial study found a large undocumented storm drain with the potential to discharge a significant concentrated flow directed at the RR tracks. This led to the challenge of determining the next step based on this information and coordinating with the County on the connection of the proposed culvert to their storm drain system.

MNS provided topographic survey and right-of-way (R/W) research. The team performed an initial study of the area and the issues that caused the failure. MNS then prepared plans, specifications, and an estimate for the construction of the RCB and track bed slope repair.

Elkhorn Road Emergency Storm Damage Repair

Client	County of Monterey
Reference	Enrique Saavedra, Assistant Director of Public Works T 831.755.8970 E saavedraem@co.monterey.ca.us
Dates	2017
Contract Value	\$100K
Construction Cost	\$1M
Funding Source	FEMA federal and CDAA grant funding
MNS Project Manager	Jeff Edwards, Vice President 805.331.4848 jedwards@mnsengineers.com



With one of the harshest winter seasons of the region, Monterey County was hit by multiple heavy storms over a span of a few months resulting in significant storm damage to its infrastructure. Evaluation and emergency efforts for this project started immediately following the heavy storms in January 2017. Construction began in March 2017 and was complete by May 26, 2017.

Meandering seven miles inland from the coast in the center of the picturesque Monterey Bay, the Elkhorn Slough harbors the largest tract of tidal salt marsh in California outside of San Francisco Bay. The County worked quickly and carefully to repair the damage and return the natural environment to a better state, with less potential for damage from future storms. A portion of the project was located within the Elkhorn Slough Preserve, requiring close coordination with the California Department of Fish and Wildlife. One of the damaged culverts, carrying runoff from the agricultural fields, filled the drainage ditch alongside the road with sediment. Clearing the drainage ditch and installing a new culvert and inlets required timely communication and coordination with the Preserve Manager before and during construction. Special care was taken to not damage wetland habitat on or near the project site during construction beyond what the storms had already caused.

As part of the on-call contract, MNS was tasked with providing project management, engineering, and



construction inspection for the emergency repair of Elkhorn Road. It was critical for the project team to create an emergency repair plan with careful documentation that would meet the many guidelines, restrictions, and emergency permitting processes for the various agencies to successfully receive emergency funding. Also, it was important to this community to expedite the repair to the damaged roads to mitigate any additional damage to the natural environment during construction. Construction included slope repair and stabilization, roadway reconstruction, utility installations, storm drain systems and stormwater treatment system improvements, and hot mix asphalt (HMA) paving.

2018 National APWA Project of the Year Award, Disaster or Emergency Construction Repair < \$5M

2018 APWA Monterey Bay Chapter Project of the Year Award, Environmental Project of the Year < \$5M

2018 TAMC Transportation Excellence of the Year Award

2019 ACEC California Engineering Excellence Award, Small Project, Merit Award

Hueneme Road and Portion of Lewis Road

Client County of Ventura

Reference Howard De Leon, Advance Planning Section Engineer
805.654.2028
howard.deleon@ventura.org

Dates 2020 – 2021

Contract Value \$363K

Construction Cost N/A

Funding Source TIMF funding

MNS Project Manager Michael Ip, PE, Principal Engineer
805.391.0415
mip@mnsengineers.com

The Ventura County Public Works Agency Roads and Transportation (PWART) proposed to develop a Project Study Report (PSR) for the widening of Hueneme Road and portion of Lewis Road from two lanes to four lanes in the Oxnard Plains area. The project limits are Hueneme Road from Edison Road (Oxnard City Limit) to Laguna Road and Lewis Road from Laguna Road to approximately 1,500 feet north of University Drive. The length of the project is about 7.25 miles.

Rancho Conejo Biotech Area Sidewalks

Client City of Thousand Oaks

Reference Masoud Razavi, Engineering Associate
805.449.2454 | mrazavi@toaks.org

Dates 2022 – current

Contract Value \$355K

Construction Cost \$3.2M

Funding Source Federal Covid Relief and Recovery Supplemental Appropriation (CRRSA) Grant and General Fund

MNS Project Manager Michael Ip, PE, Principal Engineer
805.391.0415
mip@mnsengineers.com



This project will provide pedestrian facilities within the Rancho Conejo Biotech area with the primary objectives to complete the missing segments of sidewalk and to improve pedestrian safety within the project limits. The improvements consist of sidewalk construction, reconstruction of private driveways, curb ramp construction and rehabilitation, construction of retaining curbs and walls, street lighting, crosswalk striping, and overhead pedestrian signal with Rectangular Rapid Flashing Beacons (RRFB) at the intersection of Rancho Conejo Boulevard and Corporate Center Drive.

Conejo School Road and Willow Lane Sidewalk and Bicycle Lanes Project

Client City of Thousand Oaks

Reference Mike Tohidian, Senior Engineer
805.449.2516 | mtohidian@toaks.org

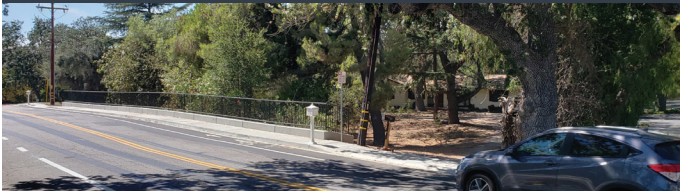
Dates 2017 – 2022

Contract Value \$892K

Construction Cost \$4.7M

Funding Source Federal Congestion Mitigation and Air Quality Improvement Grant, ATP Cycle 3 Augmentation Grant, Gas Tax, TDA Article 3 Grant, and City General funds

MNS Project Manager Michael Ip, PE, Principal Engineer
805.391.0415
mip@mnsengineers.com



This \$4.7M project designs approximately 1.1 miles of pedestrian and Class II bicycle lane facilities on Conejo School Road and Willow Lane between Hillcrest Drive and Hampshire Road. The project design includes roadway widening, reinforced concrete and masonry, retaining walls, driveway reconstruction, sidewalk and sidewalk infill construction, bicycle and traffic lane striping and markings, curb ramp construction and reconstruction, pedestrian signals, landscaping, pavement rehabilitation, storm drain improvements, waterline and service improvements, and stormwater treatment facilities. This project requires reviewing and designing traffic safety devices and features adjacent to schools. A Caltrans Encroachment Permit was obtained for design and construction activities as the Conejo School Road travels under US 101. Minimizing the impact on private property owners when obtaining permanent and temporary construction easements is critical since coordination and acquisition of easements drive the project schedule.

MNS provided preliminary and final engineering design, public outreach, and right-of-way (R/W) property easement. MNS also provided water/wastewater engineering.

2022 APWA Ventura County Project of the Year,
Transportation

Thousand Oaks Boulevard Streetscape Improvements

Client City of Thousand Oaks

Reference Clifford Finley, Public Works Director
805.449.2399 | cfinley@toaks.org

Dates 2015 – 2020

Contract Value \$745K

Construction Cost \$4.5M

Funding Source Developer Fees, Water-Capital Facility Replacement, and General Funds

MNS Project Manager Michael Ip, PE, Principal Engineer
805.391.0415
mip@mnsengineers.com



The City fast-tracked this high-profile \$4.5M streetscape project at the City's Civic Center to set the tone for the redevelopment along Thousand Oaks Boulevard corridor, a major City commercial/business zone. The project anchored the entire corridor with contemporary streetscape furnishings, landscaping, median, and pedestrian improvements. The Civic Arts Plaza Treatment Zone provides a pedestrian-friendly environment and accommodates all modes of transportation. To support complete streets, sidewalk curb extensions at street corners offer increased safety for pedestrian crossings. To serve as a more prominent point of interest and enhance the corridor, design improvements included:

- Gateway structures at Erbes Road and Conejo School Road
- New pedestrian lighting and street furniture
- Treated pavement
- Accent trees and landscaped street medians

The MNS team developed renderings to illustrate how the aesthetic elements add a modern look and feel to complement the existing environment. The team presented preferred alternatives to project stakeholders and, based on input, finalized the design. The City expects to entice businesses and encourage foot traffic and social gatherings to the improved zone. The project also included traffic signal modifications and water line and sewer improvements. MNS provided preliminary design, public outreach, and final design for Phase 1 from Erbes Road to Zuniga Ridge Place. MNS also provided water/wastewater engineering (additional information is provided in the Category 7. Water/Wastewater Engineering section).

2020 APWA Ventura County Project of the Year,
Transportation Under \$5M



Los Feliz Drive Sidewalks Phase 2

Client City of Thousand Oaks

Reference Mike Tohidian, Senior Engineer
805.449.2444 | mtohidian@toaks.org

Dates 2019 – 2022

Contract Value \$416K

Construction Cost \$2.4M

Funding Source City's Developer Fee's, Water Capital Fund and State ATP

MNS Project Manager Michael Ip, PE, Principal Engineer
805.391.0415
mip@mnsengineers.com



This project will install 800 linear feet of pedestrian facilities on the north and south sides of Los Feliz Drive between Thousand Oaks Boulevard and Conejo School Road. Los Feliz Drive within the project limits consists of high-density residential properties. The project will install missing segments of sidewalk and improve pedestrian safety. These improvements consist of sidewalk construction, driveway reconstruction, traffic lane striping and markings, curb and gutter construction, and crosswalk striping. The project also involves utility relocation in various locations. Upgrades will also be made to the existing striping, crosswalk, and signage on Los Feliz Drive.

El Segundo Boulevard Improvements

Client City of El Segundo

Reference Cheryl Ebert, Senior Engineer
310.524.2321 | cebert@elsegundo.org

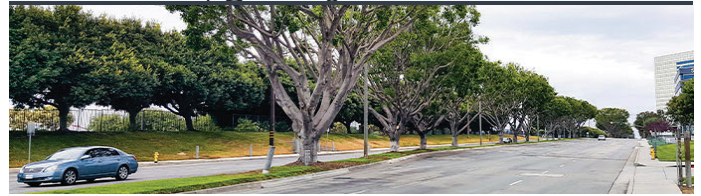
Dates 2020 – 2022

Contract Value \$465K

Construction Cost \$8M

Funding Source Measure M and Federal Transportation Earmark Exchange funds from the Los Angeles County Metropolitan Transportation Authority

MNS Project Manager Michael Ip, PE, Principal Engineer
805.391.0415
mip@mnsengineers.com



El Segundo Boulevard is a major six-lane east-west arterial with a median from Isis Avenue to Pacific Coast Highway (PCH). The roadway corridor is mixed with commercial properties and aerospace campuses. This \$8M project will rehabilitate the existing pavement throughout the 1.5-mile corridor. The project includes removing existing mature Ficus trees in the median and developing a landscaped median. El Segundo Boulevard will require ADA compliant driveways and curb ramps and pedestrian crossings at the intersections; traffic signal modifications; and dedicated bicycle facilities including bicycle detection. The project will also enhance bicycle safety on Nash Street from Imperial Highway to El Segundo Boulevard and Douglas Street from Imperial Highway to Rosecrans Avenue. The project will incorporate stormwater structural Best Management Practices (BMPs) for the project corridor.



Select Subconsultant Utilization

MNS has supplemented our in-house civil engineering, surveying, and construction management capabilities with the addition of expert subconsultants, including:

- **Earth Mechanics, Inc. (EMI):** Geotechnical Engineering. DBE Firm
- **GPA Consulting (GPA):** Environmental planning, biological resource studies, and historic preservation planning. DBE Firm
- **Pax Environmental, Inc. (Pax):** Environmental permitting and regulatory compliance services, environmental services, ecological services, conducting biological surveys and monitoring as well as archaeological surveys and monitoring
- **Pacific Coast Land Design (PCLD):** Landscape Architecture
- **TJKM Transportation Consultants, (TJKM):** Civil/Transportation Engineering. DBE Firm
- **Yeh (YEH):** Environmental Services

GPA Consulting (GPA)

Role Environmental Services

Contact Erinn Silva, Senior Associate
Environmental Planner
310.792.2690, ext. 106
erinn@gpaconsulting-us.com

Certifications DBE

GPA is a multi-disciplinary consulting firm specializing in environmental planning, biological resource studies, and historic preservation planning. The firm's expertise includes managing the environmental process in compliance with the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), Endangered Species Act, Clean Water Act, Section 106 of the National Historic Preservation Act, and Secretary of the Interior's Standards for the Treatment of Historic Properties, among other state and federal environmental laws. GPA is particularly skilled in transportation projects, including bicycle and pedestrian facilities, roadway/highway, bridges, and emergency repairs. Many of these projects are processed through the California Department of Transportation (Caltrans) Local Assistance Program, thereby giving staff an in-depth knowledge of Caltrans' Local Assistance Procedures Manual (LAPM) and Standard Environmental Reference (SER).

Earth Mechanics, Inc. (EMI)

Role Geotechnical Engineering

Contact Alahesh Thurairajah, PE, GE, D.GE,
Principal
714.751.3826
A.Thurairajah @earthmech.com

Certifications DBE

EMI is a geotechnical and earthquake engineering consulting firm specializing in geotechnical and geologic site investigations and laboratory testing, seismic hazard and earthquake retrofit evaluations, and grading and foundation design for projects related to transportation infrastructure including interchanges, freeways, roadways, bridges, tunnels, drainage facilities, and earth retaining structures. With a staff of 38, EMI is headquartered in Fountain Valley and has an office in Corona among others throughout California.

EMI's technical staff is familiar with Federal Codes and Specifications published by FHWA, AREMA, AASHTO, and Applied Technology Council (ATC) as well as design manuals, Standard Plans and Specifications, and other design guidelines published by Caltrans. EMI is the prime geotechnical consultant on the ATC-32 project responsible for the review and modification of the foundation section of the widely used Caltrans Bridge Design Specifications.

Pax Environmental, Inc. (Pax)

Role Environmental Services

Contact Brian Holly, Principal
805.633.9218
brian@paxenviro.com

Certifications DVBE, SBE, SDVOSB

Pax is a veteran-owned environmental consulting firm that offers a range of professional services including protocol level special-status species surveys, nesting bird surveys, permitted biological services, ecological restoration, longitudinal monitoring and evaluation of conservation and restoration activities, archaeological surveying and monitoring, focused biological surveys, conservation biology, environmental regulatory permitting, GIS services, stakeholder engagement and collaboration, mapping, and multidisciplinary program management.

The Pax team has an extensive track record of providing environmental permitting and regulatory compliance services, environmental services, ecological services,



conducting biological surveys and monitoring as well as archaeological surveys and monitoring, and other relevant tasks under contract pertaining to this solicitation.

Pax's Santa Barbara County project experience includes:

- On-Call Emergency Biological Monitoring for Public Works Projects - Santa Barbara County Public Works
- City of Santa Barbara Creek Inventory
- Counties of Ventura, Los Angeles, Santa Barbara, San Luis Obispo, Riverside, Bakersfield, San Bernardino and San Diego Biological Assessments for Conditionally Permitted Projects
- Santa Barbara County Creek Maintenance: Biological Survey and Reporting
- Biological Assessments for Culvert Maintenance Sites
- for Southern California Edison's (SCE) Santa Barbara County Reliability Project
- Biological Services for Southern California Edison's (SCE) Gaviota 66KV Transmission Line
- Environmental Services for Casey Well Infrastructure Project

Pacific Coast Land Design (PCLD)

Role Landscape Architecture

Contact Eric Berg, Principal
805.715.4175
eric@pc-ld.com

PCLD is an award-winning full-service landscape architecture firm that has been serving regional municipalities since the firm's inception in 1983. PCLD's is experienced in working with many regional jurisdictions allows them the ability to be a bridge between the municipalities and the agencies they serve, and the communities they design with. Working within these shared spaces as designers, and client representatives, PCLD creates client-specific strategies by combining a varied knowledge base, keen sense of place, and existing relationships. PCLD's clients have included the County of Santa Barbara (project planning for the Hollister State Street Improvements); Ventura County Transportation Commission (grant services, ATP 6 and SCAG/REAP 2.0); City of Ventura Public Works/Transportation (design/implementation, grants, and project facilitation for various trails including Caltrans CCLGP and ATP 6); City of Oxnard Public Works (project design and implementation for an urban greening multimodal alley improvements project); and the City of Santa Clarita

(design/implementation services for downtown corridors, community gateways, and vehicular corridors). Most recently PCLD has interfaced with the County of Santa Barbara on off-site improvements to be coordinated with ATP Cycle 6 on Isla Vista Recreation and Park's District Children's Park Renovation Project. The project is currently in the County plan check process.

TJKM Transportation Consultants, (TJKM)

Role Civil/Transportation Engineering

Contact Nayan Amin, President
408.410.2977
namin@tjkm.com

Certifications DBE, SBE

TJKM founded in 1974, is a traffic engineering, traffic operation, and transportation planning firm that provides professional services. Their projects range in size from short-term engagements developing meaningful traffic solutions for a wide range of transportation issues to long-term planning for new developments, communities, and transportation systems. For 49 years, more than 3,500 satisfied clients have entrusted TJKM with their critical work. TJKM has been involved in more than 8,000 transportation projects throughout California, and averages 240 new projects each year. TJKM's primary service categories include transportation planning, traffic operations, traffic engineering design (including PS&E), corridor studies, intelligent transportation systems (ITS), traffic safety, and multimodal studies.

Yeh and Associates, Inc. (YEH)

Role Geotechnical Engineering

Contact Judd J. King, PE, GE, Senior Project Manager
805.801.6416
jking@yeh-eng.com

Certifications SBE

YEH is a full-service geotechnical firm specializing in engineering geology and geotechnical services for transportation, infrastructure and public works projects. YEH is led by a team of senior professionals with a strong background in public works projects for local, state, and federal agencies. These staff have been working on projects throughout California for up to 25 years. The firm employs a total of about 160 professionals with vast experience in the fields of geotechnical engineering, engineering geology, and construction management.



Project Understanding

MNS understands the County is seeking consulting firms to provide design services to perform construction document preparation including but not limited to plans, specifications, and estimates in the planning and design phases of a project. Additional services may include environmental support services, assisting in acquisition of various permits, performing land surveys, performing hydrology/hydraulic analysis, performing and providing geotechnical analysis/study reports, bid and construction support services and any other services necessary to complete Task Orders in accordance with County directives on an as-needed basis. This contract will cover a three-year term with the potential additional two years and may be awarded to three of the top firms selected by the Evaluation Committee. We understand projects may fall within three divisions in the County, including the Santa Maria Maintenance Division, the Lompoc Maintenance Division, and the Santa Barbara Maintenance Division.

MNS has a wealth of project experience similar to those specified in the Request of Proposal, including emergency repair and permanent disaster restoration projects, culvert replacements, roadway and embankment construction, and retaining walls. Our experience also includes site investigation/evaluation/analysis, conceptual planning, engineering calculations, drafting/review of project plans, construction estimating and writing of technical specifications.

Project Management Approach

In the 61 years that MNS has been providing On-Call Engineering services, we have developed methodical, effective procedures for delivering our services in a cost-effective and professional manner. The keys to organizational success are well-thought-out processes and documentation as well as effective communications.

A typical design project/task order would follow the general activities below:

Contract Management

Initial Contact Regarding Projects. The Contract Manager, Shawn Kowalewski, PE, will be the initial point-of-contact for all engineering services initiated by the County. Shawn is available to discuss and evaluate project scope and will determine which of the MNS Project Engineers will be assigned to the services based upon the scope of work and

availability to meet the County's desired schedule for project deliverables.

Preliminary Scoping Meeting. Shawn will attend the preliminary scoping meeting with the County which will take place either at the County offices or at the project site to determine the full desires of the County staff person and project scope. The schedule of work will be determined at the preliminary scoping meeting as well as number of design reviews, nuances of the work, areas of concern and emphasis, and anticipated challenges. MNS will schedule and devote an optimal, cost-effective project team to oversee and complete the design effort on behalf of the County.

Prepare Detailed Work Scope. Shawn will prepare detailed scope of services for the project based upon the following:

- Our understanding of the project
- Information supplied by the County at the preliminary scoping meeting
- Our own evaluation of the project site and services required

Necessary subconsultants will also be retained at this time for any portion of the work for which MNS does not maintain adequate depth of technical expertise. Detailed scope of services by task and subtask, project deliverables, and preliminary project schedule will be prepared by MNS. The project schedule will identify necessary reviews by the County, building plan check, and outside reviewers. Estimated staff utilization and fee will be prepared on a task-by-task basis. Scope and fee will be formatted for presentation to the County as a letter or submitted in County format as a task order request.

Assistance with Funding Management and Administration. MNS has extensive experience in administering and managing state, federal, and local funding for capital improvement projects. We can assist in tracking, documenting, and reporting the expenditure of these funds and creating the appropriate audit trail.

Quality Control and Assurance. Quality assurance and project review is pertinent to a successful project. Project approach, technical content and accuracy, project layout and appearance, conciseness, completeness, value engineering, and constructability will be carefully considered. The MNS Contract Manager will be in close contact with appropriate County staff during the



review process and will facilitate incorporation of County comments throughout the entire design process. An internal Quality Assurance/Quality Control (QA/QC) team of specialized engineers and construction managers is available to review and comment on the project prior to key submittals throughout development of the project design.

Initiation and Review of Existing Data and Design Recommendation Report

Project Research. Project research consists of detailed site/facility investigation, utility notification, preparing initial utility letters requesting atlas sheets, locating record drawings, and other research regarding project standards and requirements. Detailed site investigation depends greatly upon the type of project and facility involved. Initial utility notification will be based upon utility operators known to the County and identified by pre-planning requests made to the Underground Service Alert. Notification letters that explain the project and project limits will be sent. MNS will maintain a utility matrix that identifies the status of the correspondence, replies, and known conflicts. Record drawings for existing facilities will be obtained by researching the County archives, making public records requests with Caltrans for state highway plans, and other sources as appropriate to the specific project. Depending upon the project, research may be completed prior to initiating design or may continue through the preliminary design.

Preliminary Project Reports. Preliminary project reports are prepared by the project team to evaluate existing conditions and make recommendations for the project. Examples of preliminary project reports include:

- Hydrology and hydraulic studies
- Geotechnical investigations
- Structure type selection
- Traffic impact studies
- Parking supply demand studies
- Preliminary pavement evaluations and recommendations
- Fact sheet for design exceptions, traffic signal warrants, traffic modeling, traffic studies, and project study reports
- Other traffic engineering studies (speed surveys, crash analysis, etc.)

Preliminary and final environmental studies, including boundary of area of potential environmental effect, may

also be performed in conjunction with this task. For all projects, construction and post-construction stormwater requirements will be evaluated and a preliminary compliance strategy will be developed in conjunction with one of our in-house Qualified SWPPP Developers (QSDs). Draft preliminary project reports will be transmitted to the County Project Manager for review and comment.

Engineering Services Design. We will provide a wide variety of services related to engineering services. This includes, but not limited to:

- Preparation of 35% plans or geometric approval drawings to define the project and provide a basis for technical and environmental review.
- Planning, design, construction assistance, and technical review of efforts directed to roadway design, traffic signals, roadside safety features, signage and striping programs, pavement maintenance programs, and related features and activities.
- Design and preparation of construction documents for traffic signal designs, signal and sign warrants, pavement markings and sign placement, construction area traffic control plan preparation, crash data analysis and evaluation, sight distance analysis, etc.
- Coordinated review which involves working with civil engineering companies and County staff on roadway design as related to traffic engineering design principles.

Permitting and Coordination. We will assist County staff with processing projects with Caltrans and other regional/state agencies that require permitting of transportation-related improvement projects. We have a good working relationship with the various divisions within Caltrans, such as permits, traffic operations, electrical operations, and design.

Prepare 65% Draft Plans, Specifications, and Estimate

The MNS Supervising Engineer will communicate with the County during the preparation of the plans, specifications, and estimates, while the MNS Principal-in-Charge and Contract Manager will assist with the quality assurance. As required, CAD base backgrounds will be developed for the preparation of project plans and documents. The CAD base backgrounds will be used throughout project development. Field review will be conducted to check the CAD base backgrounds and determine specific site features that must be integrated into the project design. Detailed draft (65% complete) design plans



and work tabulations will be prepared as necessary for the specific type of work. Plans may likely include sections and details for all project elements. All design calculations and evaluations will be completed at this time. Construction and post-construction stormwater designs and details will be developed as recommended by the QSD to be appropriate to the project. To assist in project review, technical specifications outline or draft technical specifications will be prepared as part of the 65% project submittal. A list of project bid items and unit costs will be prepared for the project estimate. Unit costs will be based upon recent bid prices for similar agency work.

Notice to Utilities. With preliminary plans complete, affected utilities will be notified again of the project and asked to review the plans for the appropriate location of underground facilities and evaluation of conflicts. Utilities will be requested to confirm that no conflicts exist with the proposed work. All utility correspondence and responses will be tracked in the utility matrix.

Project Review Meeting. During the County's review of the 65% submittal, the MNS Supervising Engineer will schedule a review meeting or teleconference with the appropriate County staff person to discuss the project and communicate comments regarding the design submittal.

95% Plans, Specifications, and Estimate

Complete 95% Draft PS&E. Comments provided by the County Project Manager will be evaluated and incorporated into the project design as appropriate. Coordination will be performed with the County to clarify intent, resolve conflicts, and reach closure on comments as appropriate. Written responses will be prepared for each comment. Final project plans and technical documents will be prepared by incorporating comments and completing remaining detailing and additional plan sheets required to adequately communicate design intent. For projects requiring submittal of a SWPPP to the State Board, this document will be prepared during this task. Technical specifications and formal bid packages will be prepared based upon the County templates and County standards. Estimates prepared for the 65% submittal will be revised to reflect changes during the 95% design and new costing information available. Quality assurance review of the 95% deliverable will be coordinated by the MNS Supervising Engineer prior to submittal of review sets to the County Project Manager.

Final (100%) Plans, Specifications, and Estimate

Project Review Meeting. During the County's review of the 95% submittal, the MNS Supervising Engineer will schedule a review meeting or teleconference with the appropriate County staff to discuss the project, and communicate comments regarding the design submittal and strategy to move the project forward to bidding and construction.

Final PS&E Revisions. Final comments from the County will be reviewed and incorporated into the 95% draft PS&E package. Following any necessary external review, final wet sealed/signed documents in reproducible hard copy and PDF format are prepared and delivered to the County Project Manager for bidding. Final CAD files are archived and transmitted to the County.

Utility Relocation Notices. Utilities that require relocation will be identified. Notification letters will be prepared to inform utility operators and provide a timeline for each required relocation.

Bid Support. The MNS Supervising Engineer will assist in soliciting bids for the advertised design project. This will include attending County meetings as necessary and coordinating with other County staff to publish requests for bids in local newspapers, as well as contacting plan rooms and specific contractors to inform them of the upcoming project. MNS will facilitate the submission of plans and specifications in electronic format as necessary. MNS can take the lead on pre-bid meetings and assist in fielding inquiries and coordinating responses from the consultants. During bidding, MNS will prepare responses to bidder questions that are submitted to our Supervising Engineer through the County. Responses will be made to the County for distribution to the bidder's list. Questions that can be resolved through references within the contract documents will be addressed via e-mail. Those questions that require a more detailed response will result in preparation of a draft bid addenda. MNS will assist, as desired, with addenda to the bid documents. The Supervising Engineer will be available to attend the bid opening and assist in summarizing the results and determining the apparent low bidder. MNS will assist in the selection of the Contractor, including calling listed references and ensuring all contract proposal conditions have been met in accordance with the State Contracting Code. This information will then be submitted to the County and a draft agenda report will be prepared for the Board's approval of the contract.



Design Support During Construction. The MNS Supervising Engineer will continue to work with the County and Resident Engineer to prepare the Notice of Award and send the contractor a notification to prepare proper documentation such as insurance, and coordinate scheduling of the now awarded project. During construction, our engineering team will be available to attend project meetings, conduct on-site reviews, review contractor submittals, respond to contractor RFIs, and participate in project closeout and punch list preparation. Written responses will be prepared for all submittals and RFIs as forwarded by the Resident Engineer. The specific level of support will vary depending upon the complexity of the project and experience of the County's Resident Engineer.

Public Notices and Construction Coordination. The MNS Supervising Engineer will ensure that contract provisions regarding public coordination are met, and coordinate with media as necessary. We will ensure implementation and correctness of any and all proper notices to the public for upcoming work in the area of the project.

Record Drawings. MNS will update the electronic CAD files and prepare plotted mylar, PDF electronic, and AutoCAD electronic copies of the project plans from the bid set AutoCAD files—to reflect changes shown on a single official project redlined plan set maintained jointly by the Resident Engineer and the contractor staff during the project construction. It is important this redlined plan submittal clearly represents the changes to be shown on the project record drawings. When the redlined set is ready for record drawing preparation, we will meet to review the drawing changes and this scope of services with the Resident Engineer. When redlines have been implemented, we will return draft paper plots to the Resident Engineer for review and approval. With the County's approval, we will prepare final mylar and electronic drawings for engineer approval and archiving.

Quality Assurance and Project Start-Up Process

Our approach is to provide the most qualified and experienced resources to the County in a timely manner with staff who best meets the needs of the anticipated project. The MNS team will work as an extension of the County's staff; we have the necessary experience and training to hit the ground running. Based on our extensive

experience with on-call contracts, we have divided our approach to managing this contract and associated task orders into four phases: **Contract Set-up, Staffing Implementation, Quality Control, and Reporting/ Invoicing.**

Contract Set-Up and Project Scoping



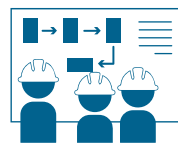
As part of the contract set-up, one of the first actions upon selection is to meet with the County's Project Manager to re-establish a clear protocol and understand specific forms, reports, invoicing processes, schedule, and expectations for the contract. Communication is fundamental to establishing a firm foundation. The MNS Supervising Engineer and discipline leads will prepare a detailed scope of services for each project or task order based upon the following: our understanding of the project, information supplied by the County at the preliminary scoping meeting, and our evaluation of the project site and services required. Necessary specialty subconsultants will also be retained at this time for any portion of the work in which MNS requires specialized technical expertise.

Staffing Implementation



Staffing implementation starts with understanding the staffing requirements for current and future projects. This is accomplished by communicating with the County's Project Manager on a consistent basis to gain a better understanding of the type of projects and potential staffing needs of the County well in advance of the anticipated project schedule. This information will enable MNS to identify the technical expertise and experience required and the availability of those staff members so we can immediately respond to County project needs. Our staff is cross-trained in multiple disciplines, providing the County with a high level of efficiency and experience for its projects.

Quality Control



MNS considers quality control the backbone of the value-added services we provide. Based on working with various local agencies for over 60 years, MNS has developed an internal Quality Assurance/ Quality Control (QA/QC) program that is implemented on all projects. The program, which is tailored to meet the specific work requirements and expectations for the County's on-call contract, focuses on performance











and responsibilities. As the first order of work, the MNS Supervising Engineer and discipline leads will implement our Quality Control Plan for the contract.

Reporting/Invoicing

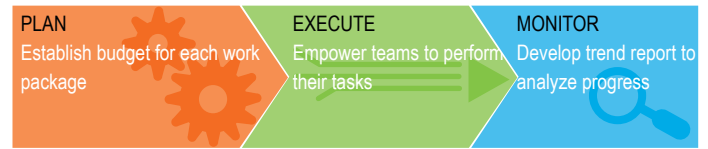


The MNS Supervising Engineer will work directly with the County's Project Manager to effectively communicate task order status, progress, and MNS team performance to the County. Task order budgets will be accurately tracked; detailed cost and budget information will be clearly provided to the County's Project Manager. Any events on the construction contract that could impact our budget will be discussed immediately.

Familiarity with Standards and Procedures

	County Standards/Road Standards
	Caltrans Standards
	Caltrans District 5 Staff and Process Knowledge
	California Environmental Quality Act (CEQA)
	National Environmental Policy Act (NEPA)
	Local City Standards (Cities in Santa Barbara County)
	Environmental Compliance
	Federal Highway Administration (FHWA)

Cost Management Approach



Our cost management approach provides assurance the design budget will be managed and controlled appropriately. Three major components of cost management involve managing:

- Design budget costs to the scope and limits established at the start of the project
- Estimated construction cost to allowable budget
- Actual construction cost by minimizing the potential for change orders

Development of the activities to establish a defined project scope of work and project budget will be essential for each project. Once the early budgets are established, ongoing evaluation of the solutions developed during the collaboration process must be checked against the agreed budget. For each decision, the established construction budget must be maintained; and after the alternatives analysis phase, no changes to design solutions will be implemented without understanding the cost, collaboratively agreeing to the approach, and then establishing the new forecast for the individual element of work once it is agreed upon.

3

SECTION

Contractor Staffing





3 Section 3. Contractor Staffing

Professional and Qualified Team

The key to a successful project is a highly qualified and well-managed team. MNS offers the County a cohesive, talented team of licensed and certified professionals. Our team was assembled to meet all the specific elements and needs for the range of projects identified by the County for inclusion in this on-call contract. We offer the following team of professionals to work with County staff, keeping these key objectives in mind:

- Quality service and project deliverables
- Time and budget efficiency
- Adherence to quality assurance standards
- Constant communication
- Application of technical and practical expertise

COUNTY OF SANTA BARBARA

MNS ENGINEERS



Principal-in-Charge
Brandon Reyes, PE



Contract Manager
Shawn Kowalewski, PE



Supervising Engineer (Stamping Engineer in Responsible Charge)
Michael Ip, PE, OSD/QSP

20+

TEAM MEMBERS' AVERAGE YEARS OF EXPERIENCE

571

ROADWAY WIDENING PROJECTS

453

PAVEMENT MANAGEMENT/RESURFACING PROJECTS

1,109

CEQA/NEPA PROJECTS

\$318M

SECURED GRANT FUNDING

SUPPORT TEAM

Project Engineers (Designer)

Sam Potts, PE
Gabriel Do-Reynoso, PE
Robert Wilcox

Design Engineers

Albert Larios
Caleb Frahm
Mario Yanez

Civil/Transportation Senior Project Managers

Nayan Amin, TE
Ruta Jarwala, PE, TE
Rujiv Patel, EIT

Principal Land Surveyors

Chris Vandrey, PLS, CFedS
Shane Sobacki, PLS, EIT

Associate Project Surveyor

Richard Sleeman III

Project Surveyor

Jacob Yost

Party Chiefs

Justin Dickerson
Hector Perez

FAA Drone Pilot

Hector Perez
Jacob Yost

Project Manager, Senior Biologist, Safety Officer

Andrew Fredell

Principal/Senior Ecologist

Brian Holly

Staff Archaeologists

Emma Been
Lauren Lemus
Tyler Nahrstedt

Senior Biologists/ISA Certified Arborist

Scott Bond Tomkinson
Henry Mooney, PhD

Biologists

Ivett Plascencia
Patrice Ringelstein
Tanner Sharp Carothers

Associate Biologist

Rebecca Birchfield
Erinn Silva
Richard Galvin

Environmental Services

Manju Venkat
Environmental Compliance/Permitting/Public Outreach
Peter Minegar, AICP

Landscape Architects

Eric Berg
Jon Humphries
Eric Berg

Geotechnical Engineers

Judd King, PE, GE
Loree Berry
Alahesh Thuraiajah, PE, GE, D.GE

CADD Support

Bob Starr
Oscar Hernandez

Quality Assurance/Constructability Reviewers

Phil Gaston, PE, QSD
Taylor Merlo, PE

LEGEND

- MNS**
- EMI (DBE)**
- GPA (DBE)**
- PAX (DVBE)**
- PCLD**
- TJKM (DBE)**
- YEH**
- KEY**

MNS understands key team members will not be replaced without the County's approval.

Team Resumes Key staff resumes are available in Appendix A.

MNS ADDED VALUE SUPPORT TEAM

Grant Writing Team
Construction Management
FEMA/Emergency Management

OUTREACH

MBI

LAND SURVEYING

Wagner Engineering and Surveying, Inc.

GEOTECHNICAL ENGINEERING

Sierra Geotech

ENVIRONMENTAL SERVICES

Cleveland Biological

ADDITIONAL DBE RESOURCES

- ADA COMPLIANCE
- APPRAISALS
- CALTRANS STANDARDS/OVERSIGHT
- DRAINAGE IMPROVEMENTS
- INTERCHANGES
- NEW ROADWAY
- PAVEMENT DELINEATION
- PUBLIC OUTREACH
- RAILROAD CROSSINGS
- RIGHT-OF-ENTRY
- ENCROACHMENT PERMITS
- ROUTES TO SCHOOLS
- SCHOOL ZONE/SAFE
- SIGNALIZATION
- STREET LIGHTING

- STREET SIGNAGE
- STREETSCAPES
- TRAFFIC CONTROL
- UTILITY COORDINATION