

# 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

Brent Clavin at phone number 805-803-8788 is the representative of County and will administer this Agreement for and on behalf of County. Greg Chelini at phone number 805-896-9474 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: Brent Clavin, Public Works, 620 W Foster Rd, Santa Maria, CA 93455  
805-803-8788, bclavin@countyofsb.org  
To CONTRACTOR: Greg Chelini, MNS Engineers, Inc., 201 N Calle Cesar Chavez, Suite 300,  
Santa Barbara, CA 93103, 805-896-9474, gchelini@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 October 1, 2024 and end performance upon completion, but no later than September 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 two years by giving written notice of extension to CONTRACTOR.

## 5. COMPENSATION OF CONTRACTOR

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

## 6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent CONTRACTOR as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which

CONTRACTOR shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save County harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the County or to this Agreement.

## **7. STANDARD OF PERFORMANCE**

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

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

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

## **9. TAXES**

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

## **10. CONFLICT OF INTEREST**

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

Agreement, or any ensuing County construction project, which will follow.

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

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

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

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

#### **12. NO PUBLICITY OR ENDORSEMENT**

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

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

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

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

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

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

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

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

#### **16. NONDISCRIMINATION**

- A. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- B. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT
- D. County hereby notifies CONTRACTOR that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.
- E. **Statement of Compliance California:**
  - 1) CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
  - 2) During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
  - 3) CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into



this AGREEMENT by reference and made a part hereof as if set forth in full

**F. Federal Assurances:**

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

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

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- 2) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 ), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 3) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123 ), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation,

and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

- 9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **17. NONEXCLUSIVE AGREEMENT**

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

#### **18. NON-ASSIGNMENT**

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

#### **19. TERMINATION**

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

- 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.

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

### **39. SUBCONTRACTORS**

CONTRACTOR is authorized to subcontract with 360PSM, Bengal Engineering Inc, DCME Inc, and V&A Inc 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-P, 'Prompt Payment Certification,' no later than the 15<sup>th</sup> day of the following month after following the month of any payment(s). If the prime contractor or consultant does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P. COUNTY will verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. COUNTY will email a copy to [DBE.Forms@dot.ca.gov](mailto:DBE.Forms@dot.ca.gov) before the end of the month after receiving Exhibit 9-P from the CONTRACTOR.

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 CUPC date for each firm. A list of DBEs certified by the CUPC can be found at <https://caltrans.dbesystem.com>.

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 13%. 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 Replacement 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:

##### Termination of DBE Subcontractors

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

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

The COUNTY shall respond in writing to CONTRACTOR's DBE termination request within five (5) business days.

##### Replacement of DBE subcontractors

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

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

1. Submit a request to replace a DBE with other forces or material sources in writing to the LOCAL AGENCY which must include: a.
  - Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.
  - The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:
    - i. Description of scope of work and cost proposal
    - ii. Proposed subcontract agreement and written confirmation of agreement to perform on the Contract
    - iii. Revised Exhibit 10-O2: Contractor Contract DBE Commitment
2. If CONTRACTOR has not identified a DBE replacement firm, submits documentation of CONTRACTOR's GFEs to use DBE replacement firms within seven (7) days of COUNTY's authorization to terminate the DBE. CONTRACTOR may request the COUNTY's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as: •
  - Search results of certified DBEs available to perform the original DBE work identified and or other work CONTRACTOR had intended to self-perform, to the extent needed to meet DBE commitment
  - Solicitations of DBEs for performance of work identified
  - Correspondence with interested DBEs that may have included contract details and requirements
  - Negotiation efforts with DBEs that reflect why an agreement was not reached
  - If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
  - Copies of each DBE's and non-DBE's price quotes for work identified, as the COUNTY may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
  - Additional documentation that supports CONTRACTOR's GFE

The COUNTY shall respond in writing to CONTRACTOR's DBE replacement request within five (5) business days.

#### F. Commitment and Utilization

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

The 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. Commercially Useful Function

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. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

CONTRACTOR must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project.

CONTRACTOR must provide written notification to the COUNTY at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, and the location, date, and time of where their work will take place. Within 10 days of a DBE initially performing work or supplying materials on the Contract, CONTRACTOR shall submit to the LPA the initial evaluation and validation of DBE performance of a CUF using the LAPM 9-J: Disadvantaged Business Enterprise Commercially Useful Function Evaluation. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

CONTRACTOR must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the LAPM 9-J: DBE Commercially Useful Function Evaluation. CONSULTANT must submit to the COUNTY these quarterly evaluations and validations by the 5<sup>th</sup> of the month for the previous 3 months of work.

CONTRACTOR must notify the LOCAL AGENCY immediately if they believe the DBE may not be performing a CUF.

The COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The COUNTY will provide written notice to the CONTRACTOR and the DBE at least two (2) business days prior to any evaluation. The CONTRACTOR and the DBE must participate in the evaluation. Upon completing the evaluation, the COUNTY must share the evaluation results with the CONTRACTOR and the DBE. An evaluation could include items that must be remedied upon receipt. If the COUNTY determines the DBE is not performing a CUF, the CONTRACTOR must suspend performance of the noncompliant work.

CONTRACTOR and DBEs must submit any additional CUF related records and documents within five (5) business days of LOCAL AGENCY's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation forms or requested records and documents can result in withholding of payment for the value of work completed by the DBE.

If CONTRACTOR and/or the COUNTY determine that a listed DBE is not performing a CUF in performance of their DBE committed work, CONTRACTOR must immediately suspend performance of the noncompliant portion of the work. COUNTY may deny payment for the noncompliant portion of the work. COUNTY will ask the CONTRACTOR to submit a corrective action plan (CAP) to the COUNTY within five (5) days of the noncompliant CUF determination. The CAP must identify how the CONTRACTOR will correct the noncompliance findings for the remaining portion of the DBE's work. COUNTY has five (5) days to review the CAP in conjunction with the CONTRACTOR's review. The CONTRACTOR must implement the CAP within five (5) days of the COUNTY's approval. The COUNTY will then authorize the prior noncompliant portion of work for the DBE's committed work.

If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, CONTRACTOR may have good cause to request termination of the DBE.

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- 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. CONTRACTOR must submit Exhibit 9-P: Prompt Payment Certification to the by the 15th of the month following the month of any payment(s). If the CONTRACTOR does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.
- 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).

#### **55. INDEFINITE DELIVERY, INDEFINITE QUANTITY**

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

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

Any task order issued during the effective period shown in Section 4 of this Agreement and not completed within that period shall be completed by the CONTRACTOR within the time specified in the task order. The Agreement shall govern the CONTRACTOR'S and County's rights and obligations with respect to that task order to the same extent as if the task order were completed during the contract's effective period; provided, that the CONTRACTOR shall not be required to provide any services under this Agreement after September 30, 2027.

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:

Greg Chelini, PE, Vice President  
MNS Engineers, Inc.  
201 N Calle Cesar Chavez, Suite 300  
Santa Barbara, CA 93103

DIR No: 1000003564  
Business Type: Corporation  
gchelini@mnsengineers.com  
805-896-9474

By:   
Authorized Representative

Date: 09/15/24

## 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: Shila LaGuerra

By: Steve Lavagnino  
Chair, Board of Supervisors

Date: 10-15-24

**RECOMMENDED FOR APPROVAL:**

Chris Sneddon  
Director of Public Works

By: Chris Sneddon  
DocuSigned by:  
67CEC4FE68B848C...

Date: 9/26/2024 | 4:10 PM PDT

**APPROVED AS TO FORM:**

Greg Milligan  
Risk Manager

By: Greg Milligan  
Signed by:  
05F555F00269466...

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By: Rachel Van Mullem  
Signed by:  
5DB10F553F3444F...

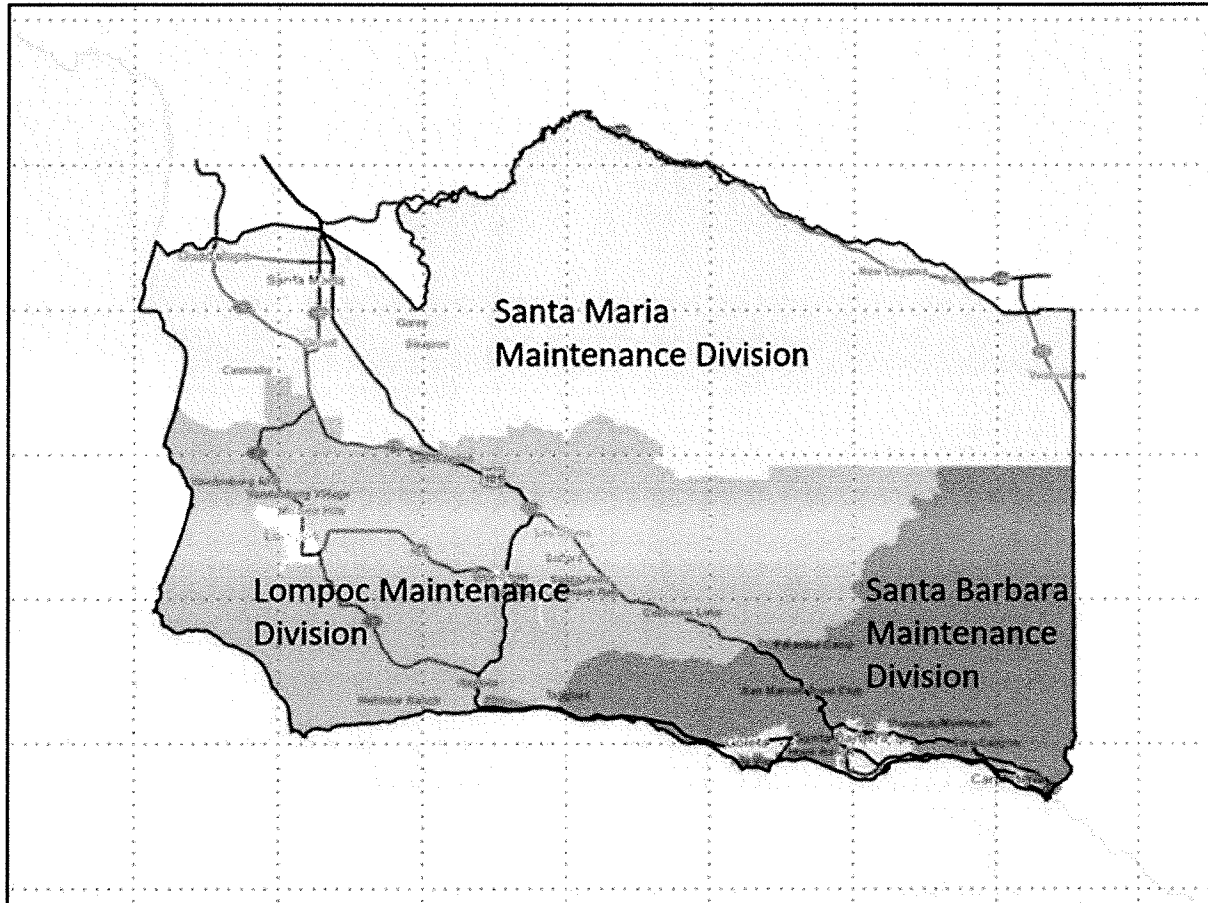
## Exhibit A – Statement of Work

Greg Chelini and Aaron Hilton shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of County's Designated Representative.

Work shall comply with the proposal dated July 5, 2024 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 construction engineering services for transportation public works projects as specified. The work does provide evaluation or a discipline reports and is therefore A&E (Architecture & Engineering) service (Reference: California Government Code §4527.)

The Contractor assigned maintenance Division is: SANTA BARBARA



**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 shall have the ability to respond in a timely and cost-efficient manner to the County requests for construction engineering services at any transportation project location within the assigned maintenance Division. The selected contractor shall perform as needed consultation, research, professional, technical, and administrative services required for Construction Engineering and Contract Administration.

Generally, contractor will perform construction contract administration tasks in order to keep full and complete records of a construction project and determine if it is in compliance with the project plans, specifications, and estimate, to maintain overarching control of the work through contract progress payments and retentions as warranted.

Construction Engineering Services may also include, but not be limited to: constructability reviews, pre-construction meeting scheduling and orchestration, contract submittal review and technical analysis, writing reports, writing directive letters to contractors, onsite inspection of the work including measurements, quantity calculations and construction engineering analyses, and work related to the overall administration of construction contracts 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, construction engineering 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. Inspection of construction activities including but not limited to: concrete placement, reinforcing steel, falsework construction, aggregate placement and compaction, native soil compaction, metal railings, masonry block walls, and hot mix asphalt placement and compaction.
- b. Writing construction inspection daily reports (on C-MIS)
- c. Batch plant inspections for trial batching;
- d. Tagging and sampling of structural steel, rebar, and other related materials;
- e. Verifying the field testing of concrete slump, soil compaction, and other related materials;
- f. Verifying the field testing of welds, bolted connections;
- g. Scheduling, verifying and organizing laboratory testing data for materials on each project
- h. Providing ongoing reporting to County staff detailing status of construction
- i. Reviewing all submittals to ensure compliance with the contract and provide written responses to each
- j. Providing onsite civil engineer supervision and oversight of construction activities at minimum of weekly basis or as directed
- k. Drafting and reviewing contract change order language and providing recommended course of action to County staff
- l. Field measuring quantities and completing quantity calculation worksheets
- m. Taking quantity calculation worksheets and producing progress payment calculations, payment vouchers, and contingency tracking on a monthly basis following the Caltrans Construction Manual process as modified by County directives
- n. Conducting employee interviews on a monthly basis

The following table is the estimated quantity of staff hours for a single maintenance area over the 3-year term.

This estimate shall form the basis of your Cost Proposal without changing the quantity of staff hours. Produce a Cost Proposal SEPARATE from your proposal. The Cost Proposal shall be in Caltrans LAPM Exhibit 10-H format, which is included in Attachment E of this RFP.

| Item No. | Approx. Quant. | Meas. Unit | Item Description                  |
|----------|----------------|------------|-----------------------------------|
| 1        | 600            | HR         | CONTRACT MANAGER                  |
| 2        | 3,500          | HR         | RESIDENT ENGINEER (RE)            |
| 3        | 1,050          | HR         | STRUCTURE REPRESENTATIVE (SR)     |
| 4        | 7,000          | HR         | ASSISTANT RESIDENT ENGINEER (ARE) |
| 5        | 500            | HR         | OFFICE ENGINEER                   |

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

This contract requires a DIR number issued by the California Department of Labor Relations for prevailing wage work.

## 1.2 TASKS AND DELIVERABLES

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

- Written correspondence to contractor project managers on C-MIS including responses to Requests for Information (due within 5 days of receipt of contractor request)
- Meeting agendas and minutes (due weekly)
- Completed submittal review and submittal responses to contractors on C-MIS within specified timeframes.
- Assistant Resident Engineer (ARE) Daily Report – Written report documenting all labor, equipment names, makes and models and hours used on each project item of work, noting materials used on the project, and noting the time of day notable actions were taken by the contractor and any issues or conversations on C-MIS (due daily)
- Resident Engineer (RE) Weekly Report – Written report of notable conversations, project issues and progress, not duplicating the ARE Daily Report, with pertinent photos on C-MIS (due weekly)
- Weekly Statement of Working Days (WSWD) on C-MIS (due weekly)
- Monthly Employee Interviews on C-MIS (2 per month)
- Weekly Jobsite Labor Forms on C-MIS (due weekly)
- Measurement and payment documents including quantity calculation work sheets on C-MIS, monthly progress pay estimates, and payment vouchers signed and checked for County review and subsequent payment, et al per Caltrans Construction Manual & County directives.
- Review and monitor DBE or CWA compliance if specifically described on task order for specific projects

The county has moved away from paper reports and submittals to online construction management software through C-MIS.com. Access to perform tasks on C-MIS will be given to Contractors by county representative or project manager as needed. Referenced deliverables should be sent through C-MIS as identified above.

## 1.3 QUALITY ASSURANCE SERVICES

Quality assurance consists of reviewing and acting upon the quality assurance materials sampling and testing of the County material tester along with the contractor's quality control measures. The frequency and testing requirements are found in the County of Santa Barbara Quality Assurance Plan.

## 1.4 STANDARDS

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

- Caltrans Standard Specifications and Plans
- Caltrans Construction Manual (and Construction Manual Change Transmittals);
- Caltrans Construction Procedure Directives (CPDs)
- Caltrans Local Agency Structure Representative Guidelines
- Caltrans Labor Surcharge and Equipment Rental Rates
- Caltrans Labor Compliance Policy Bulletins.
- All deliverables will comply with County, State, and Federal regulations

## 1.5 PERSONNEL REQUIREMENTS

1. 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 extended period(s) of time, the Contractor shall either relocate the personnel or make every effort to hire local persons at no additional cost to the County.

The contractor will be responsible for providing the County with registered professional civil engineers to serve as structure representatives/resident engineers with pertinent engineering and inspection experience on construction projects. The contractor must also provide assistant structure representatives/assistant resident engineers (not required to be registered professional civil engineers or Engineer-in-Training) and "office engineers" with pertinent inspection and contract administration experience on construction projects.

2. Task Orders: Prior to preparing and issuing a Task Order, the County will request that the Contractor propose personnel by providing documentation that the personnel meet the appropriate minimum qualifications. Documentation shall include a resume and copies of the minimum required certifications and be submitted to the County within one (1) week of receiving the request. If the County elects to interview the Contractor's personnel for the qualifications and experience, the Contractor shall provide qualified personnel within one (1) week of receiving the request. The County's decision to select the Contractor's personnel shall be binding to the Contractor. The County shall evaluate the adequacy (quality and quantity) of the work performed by the Contractor's personnel, and determine whether deliverables are acceptable. The County may reject any Contractor personnel due to lack of minimum qualifications. If at any time the level of performance is below expectations, the County may direct the Contractor to immediately remove Contractor personnel from a Task Order and request another qualified person to be assigned.
3. 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.

4. 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.
5. 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.
6. Job Classification: Construction Engineer. 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.
7. Job Classification: Contract Manager. At all times during the IDIQ period of performance, the Contractor Contract Manager shall be a Registered Professional Civil Engineer, licensed in the State of California, in good standing with the California State Board of Professional Engineers, Land Surveyors, and Geologists and have a documented minimum of ten (10) years of Construction Engineering experience. The Contractor Contract Manager shall perform 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 Construction Engineering Services work and Contractor's operations including, but not limited to:
  - o Ensuring that deliverables are clearly defined and time-bound; and that the deliverables satisfy the County.
  - o Supervising, reviewing, monitoring, training, and directing the Contractor's and Sub-Contractor's personnel.
  - o Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the County Contract Manager.
  - o Administering personnel actions for Contractor personnel and ensuring appropriate actions taken for personnel.
  - o Maintaining and submitting organized project files for record tracking and auditing.
  - o Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
  - o Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
  - o Assuring that all applicable safety measures are in place.
  - o 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.
  - o Reviewing invoices for accuracy and completion before billing to the County.
  - o Managing overall budget for Contract and provide report to the County Contract Manager.
  - o Monitoring and maintaining required DBE involvement documentation.
  - o Ensuring compliance with the provisions in this Contract and all specific Task Order requirements.
  - o Monitoring the health and safety of personnel working in a hazardous environment in accordance with all applicable federal, state, and local regulations.
  - o Knowledge, experience, and familiarity with prevailing wage issues and requirements in state of California.
  - o Provide knowledge, experience, and familiarity with Quality Control and Quality Assurance (QC/QA) for construction engineering and inspection.
  - o Experienced and capable in the review of the test reports within a reasonable time frame of the completion of the tests to avoid delay of the field construction operation.
8. Job Classification: Other Personnel. 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.

## 1.6 GENERAL REQUIREMENTS & TOOLS/MATERIALS

1. Safety; Work shall not be performed when conditions prevent a safe and efficient operation. If such a condition exists Contractor agrees to immediately terminate work and immediately notify County. Contractor shall not proceed in such a case unless issued a written authorization by the County.
2. 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.
3. 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.

4. 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.
5. 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 Contract 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 construction engineering deliverables. This includes, but not be limited to, the following:
  - Microsoft Office Software (including, but not limited to, Word, Excel, and PowerPoint)
  - Adobe Acrobat Professional or Bluebeam Revu
  - Design and falsework checks.
  - Quantity Calculations

If the Contractor fails to submit the required analytical results, reviewed plan submittals, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, products, data, manuals, details, deliverables, backup documents, other documents, and other items required by this Contract and any approved Task Order, 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, analytical results, reviewed plan submittals, estimates, notes, calculations, analysis, reports, graphics, drawings, visual simulations, studies, products, data, manuals, details, deliverables, backup documents, other documents, and other items required by this 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 Specific Rates of Compensation

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

Specific projects will be assigned to CONTRACTOR through issuance of Task Orders. After a project to be performed under this contract is identified by County, County will prepare a draft Task Order; less the cost estimate. When a project arises within the maintenance Division to which CONTRACTOR is assigned, that CONTRACTOR will automatically be selected for the required professional services which will be formally outlined in the draft Task Order. If a project is countywide or on the boundary between 2 maintenance Divisions, Task Orders will be awarded through a mini-RFP process among the top 3 ranking proposers. An informal solicitation with project specific evaluation criteria will be sent by the Contract Manager or their designee and a deadline will be assigned. Proposals received by the deadline will be evaluated and ranked based on the criteria given in the solicitation. A Task Order will be awarded to the first ranked firm and costs will be based on wage rates established in the master on-call contract, and the time and deliverable requirements in the task order. In addition, work within a maintenance Division which cannot be performed by the assigned contractor due to a lack of available staff, scheduling conflicts, or other reasons that would delay the required Construction Engineering Services, the work may be assigned to a contractor from another maintenance Division at the sole discretion of the Contract Manager or their designee.

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 five (5) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, 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. Projects, task orders, and overall contract budget will be tracked by the County.

- B. 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.
- C. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for through a contract amendment. In no event will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds the COUNTY-approved overhead rate set forth in the approved Cost Proposal except for prevailing wage rates beyond the annual escalation rate. In the event COUNTY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by COUNTY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "M," shall not be exceeded unless authorized by contract amendment.
- D. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal. Regardless of inclusion in a cost proposal, the COUNTY shall not reimburse the CONTRACTOR for costs to relocate its personnel to the service area. The COUNTY shall not reimburse the CONTRACTOR for per diem costs, unless preapproved in writing by the COUNTY. The COUNTY shall not reimburse the CONTRACTOR for out-of-state travel without prior written approval from the COUNTY. The COUNTY shall not reimburse for housing accommodations unless explicitly outlined in a Task Order.
- E. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 19, Termination. Failure to submit the required deliverable items in the time specified may result in withholding of payment or permanent deductions from

total payment if it results in a loss to the COUNTY due to delaying a project.

- F. 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.
- G. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- H. CONTRACTOR will be reimbursed within 30 days 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:  
  
Brent Clavin  
620 W Foster Rd  
Santa Maria, CA 93455
- I. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases greater than the agreed Cost Proposal annual cost escalation rate, which are the direct result of changes in the prevailing wage rates, are reimbursable.
- J. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- K. The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- L. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- M. The total amount payable by County for all Task Orders resulting from this contract shall not exceed \$2,000,000.00. 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.
- N. All subcontracts shall contain the above provisions.

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(NON-RECURRING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Make-up are Not Allowed  
County of Santa Barbara (2025) ON-CALL  
Consultant: MINS Engineers, Inc.  
Project No.: 180 Contract No.: 180  
E-Price: Subcontractor  
12 2nd Tier Subcontractant  
Date: July 26, 2024

|                       |                  |                            |            |       |            |
|-----------------------|------------------|----------------------------|------------|-------|------------|
| For Combined Rate     | Fringe Benefit % | General & Administrative % | Overhead % | GA %  | Combined % |
|                       | 26.78%           | 7.45%                      | 0.00%      | 0.00% | 13.18%     |
| For Union Office      | 26.78%           |                            | 0.00%      | 0.00% | 13.18%     |
| For Field Office Rate | 26.78%           |                            | 7.45%      | 0.00% | 13.18%     |

| Name/Job Title/Classification                              | Hourly Billing Rates |                 | Effective Date of Hourly Rate |            | Calculation Breakdown |                       | Hourly Range for Classifications Only |
|------------------------------------------------------------|----------------------|-----------------|-------------------------------|------------|-----------------------|-----------------------|---------------------------------------|
|                                                            | Straight             | Overtime (1.5x) | From                          | To         | % Escalation Increase | % Escalation Increase |                                       |
| Project Manager/Contract Manager<br>Principal Manager      | \$310.74             | N/A (Straight)  | 1/1/2024                      | 12/31/2024 | 5.00%                 |                       | \$125.00                              |
|                                                            | \$324.68             | N/A (Straight)  | 1/1/2025                      | 12/31/2025 | 5.00%                 |                       | \$131.75                              |
|                                                            | \$331.41             | N/A (Straight)  | 1/1/2026                      | 12/31/2026 | 5.00%                 |                       | \$137.81                              |
|                                                            | \$338.96             | N/A (Straight)  | 1/1/2027                      | 12/31/2027 | 5.00%                 |                       | \$144.70                              |
|                                                            | \$347.43             | N/A (Straight)  | 1/1/2028                      | 12/31/2028 | 5.00%                 |                       | \$151.94                              |
| Resident Engineer<br>Resident Engineer                     | \$400.80             | N/A (Straight)  | 1/1/2029                      | 12/31/2029 | 5.00%                 |                       | \$159.84                              |
|                                                            | \$287.14             | N/A (Straight)  | 1/1/2024                      | 12/31/2024 | 5.00%                 |                       | \$105.00                              |
|                                                            | \$291.13             | N/A (Straight)  | 1/1/2025                      | 12/31/2025 | 5.00%                 |                       | \$110.25                              |
|                                                            | \$295.16             | N/A (Straight)  | 1/1/2026                      | 12/31/2026 | 5.00%                 |                       | \$115.76                              |
|                                                            | \$299.94             | N/A (Straight)  | 1/1/2027                      | 12/31/2027 | 5.00%                 |                       | \$121.55                              |
| Structures Representative<br>Structures Representative     | \$325.44             | N/A (Straight)  | 1/1/2028                      | 12/31/2028 | 5.00%                 |                       | \$127.63                              |
|                                                            | \$341.71             | N/A (Straight)  | 1/1/2029                      | 12/31/2029 | 5.00%                 |                       | \$134.01                              |
|                                                            | \$224.99             | N/A (Straight)  | 1/1/2024                      | 12/31/2024 | 5.00%                 |                       | \$100.00                              |
|                                                            | \$230.74             | N/A (Straight)  | 1/1/2025                      | 12/31/2025 | 5.00%                 |                       | \$105.00                              |
|                                                            | \$237.13             | N/A (Straight)  | 1/1/2026                      | 12/31/2026 | 5.00%                 |                       | \$110.25                              |
| Assistant Resident Engineer<br>Assistant Resident Engineer | \$255.18             | N/A (Straight)  | 1/1/2027                      | 12/31/2027 | 5.00%                 |                       | \$115.76                              |
|                                                            | \$269.84             | N/A (Straight)  | 1/1/2028                      | 12/31/2028 | 5.00%                 |                       | \$121.55                              |
|                                                            | \$275.44             | N/A (Straight)  | 1/1/2029                      | 12/31/2029 | 5.00%                 |                       | \$127.63                              |
|                                                            | \$189.24             | \$235.11        | 1/1/2024                      | 12/31/2024 | 5.00%                 |                       | \$65.80                               |
|                                                            | \$192.52             | \$241.37        | 1/1/2025                      | 12/31/2025 | 5.00%                 |                       | \$67.25                               |
| Non-Exempt                                                 | \$226.86             | \$284.44        | 1/1/2026                      | 12/31/2026 | 5.00%                 |                       | \$52.71                               |
|                                                            | \$229.91             | \$293.35        | 1/1/2027                      | 12/31/2027 | 5.00%                 |                       | \$54.40                               |
|                                                            | \$233.45             | \$303.10        | 1/1/2028                      | 12/31/2028 | 5.00%                 |                       | \$56.32                               |
|                                                            | \$237.62             | \$313.61        | 1/1/2029                      | 12/31/2029 | 5.00%                 |                       | \$58.48                               |
|                                                            | \$242.90             | \$325.99        | 1/1/2024                      | 12/31/2024 | 5.00%                 |                       | \$60.00                               |
| Mr. Construction Inspector (Pvt.)                          | \$214.19             | \$271.20        | 1/1/2025                      | 12/31/2025 | 5.00%                 |                       | \$54.00                               |
|                                                            | \$218.40             | \$277.35        | 1/1/2026                      | 12/31/2026 | 5.00%                 |                       | \$56.20                               |
|                                                            | \$222.15             | \$283.22        | 1/1/2027                      | 12/31/2027 | 5.00%                 |                       | \$58.61                               |
|                                                            | \$226.45             | \$289.91        | 1/1/2028                      | 12/31/2028 | 5.00%                 |                       | \$61.24                               |
|                                                            | \$230.35             | \$297.10        | 1/1/2029                      | 12/31/2029 | 5.00%                 |                       | \$64.10                               |
| Construction Inspector (Pvt.)                              | \$191.24             | \$238.80        | 1/1/2024                      | 12/31/2024 | 5.00%                 |                       | \$75.00                               |
|                                                            | \$200.01             | \$250.21        | 1/1/2025                      | 12/31/2025 | 5.00%                 |                       | \$78.75                               |
|                                                            | \$210.25             | \$261.69        | 1/1/2026                      | 12/31/2026 | 5.00%                 |                       | \$82.69                               |
|                                                            | \$221.39             | \$273.08        | 1/1/2027                      | 12/31/2027 | 5.00%                 |                       | \$86.82                               |
|                                                            | \$232.46             | \$284.61        | 1/1/2028                      | 12/31/2028 | 5.00%                 |                       | \$91.16                               |
| Office Administrator                                       | \$144.08             | \$308.12        | 1/1/2029                      | 12/31/2029 | 5.00%                 |                       | \$58.72                               |
|                                                            | \$130.05             | \$183.07        | 1/1/2024                      | 12/31/2024 | 5.00%                 |                       | \$51.00                               |
|                                                            | \$138.55             | \$204.82        | 1/1/2025                      | 12/31/2025 | 5.00%                 |                       | \$53.15                               |
|                                                            | \$143.30             | \$215.06        | 1/1/2026                      | 12/31/2026 | 5.00%                 |                       | \$55.23                               |
|                                                            | \$149.54             | \$226.82        | 1/1/2027                      | 12/31/2027 | 5.00%                 |                       | \$57.04                               |
|                                                            | \$158.07             | \$237.11        | 1/1/2028                      | 12/31/2028 | 5.00%                 |                       | \$59.16                               |
|                                                            | \$165.97             | \$249.56        | 1/1/2029                      | 12/31/2029 | 5.00%                 |                       | \$61.69                               |
|                                                            | \$100.00             | \$100.00        | 1/1/2024                      | 12/31/2024 | 5.00%                 |                       | \$40.00                               |
|                                                            | \$105.00             | \$105.00        | 1/1/2025                      | 12/31/2025 | 5.00%                 |                       | \$40.00                               |
|                                                            | \$110.25             | \$110.25        | 1/1/2026                      | 12/31/2026 | 5.00%                 |                       | \$40.00                               |
|                                                            | \$115.76             | \$115.76        | 1/1/2027                      | 12/31/2027 | 5.00%                 |                       | \$40.00                               |
|                                                            | \$121.55             | \$121.55        | 1/1/2028                      | 12/31/2028 | 5.00%                 |                       | \$40.00                               |
|                                                            | \$127.63             | \$127.63        | 1/1/2029                      | 12/31/2029 | 5.00%                 |                       | \$40.00                               |
|                                                            | \$134.01             | \$134.01        | 1/1/2024                      | 12/31/2024 | 5.00%                 |                       | \$40.00                               |
|                                                            | \$140.25             | \$140.25        | 1/1/2025                      | 12/31/2025 | 5.00%                 |                       | \$40.00                               |

NOTES:  
1. All costs must comply with the Federal cost principles. Subcontractors will provide their own cost proposals.  
2. The cost proposal must not be approved.  
3. The cost proposal must be approved by the County of Santa Barbara. The cost proposal must be submitted to the County of Santa Barbara in accordance with the consultant's annual accounting period and established by a separate agency or accepted by California. As 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 Page 2 of 3  
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

County of Santa Barbara IDIQ ONCALL  
Consultant: MNS Engineers, Inc. ☒ Prime ☐ Subconsultant  
Project No. IDIQ05 Contract No. TBD Participation Amount \$1,700,000.00 Date: July 5th 2024

| SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary) |          |        |           |              |
|-------------------------------------------------------------------------|----------|--------|-----------|--------------|
| DESCRIPTION OF ITEMS                                                    | QUANTITY | UNIT   | UNIT COST | TOTAL        |
| Mileage Costs                                                           |          |        | Note 7    |              |
| Equipment Rental and Supplies                                           |          |        |           |              |
| Permit Fees                                                             |          |        |           |              |
| Plans                                                                   |          |        |           |              |
| Vehicle                                                                 |          |        |           |              |
| A. Per diem per Caltrans guidelines                                     |          | Note 2 |           |              |
| Subconsultant 1: 360PSM, Inc.                                           |          |        |           | \$40,000.00  |
| Subconsultant 2: Bengal                                                 |          |        |           | \$40,000.00  |
| Subconsultant 3: V&A                                                    |          |        |           | \$180,000.00 |
| Subconsultant 4: DCME                                                   |          |        |           | \$40,000.00  |
| Subconsultant 5:                                                        |          |        |           |              |

- NOTES:**
1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
  2. Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation costs.
  3. Items, when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
  4. Items such as special tooling will be reimbursed at actual cost with supporting documentation (invoice).
  5. The items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
  6. Travel related costs should be pre-approved by the contracting agency and shall not exceed the current State Department of Personnel Administration rules.
  7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
  8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
  9. The cost proposal format shall not be amended. All costs must comply with Federal cost principles.
  10. Add additional pages if necessary.
  11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

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 follow 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: Greg Chelini Title\*: Vice President  
Signature:  Date of Certification (mm/dd/yy): 09/05/24  
Email: gchelini@mnsengineers.com Phone Number 805-896-9474  
Address: 201 N. Calle Cesar Chavez, Ste 300

\* 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:

Construction Management and Inspection

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant **360PSM INC.** ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant  
Project No. **IDIQ05** Contract No. **TBD** Contract Amount \$ **\$40,000 (2%)** Date **7/5/2024**

|                       |                  |   |                            |   |                                     |
|-----------------------|------------------|---|----------------------------|---|-------------------------------------|
| For Combined Rate     | Fringe Benefit % | + | General & Administration % | = | Combined Indirect Cost Rate (ICR) % |
|                       |                  |   |                            |   | <b>120.00%</b>                      |
| OR                    |                  |   |                            |   |                                     |
| For Home Office Rate  | Fringe Benefit % | + | General & Administration % | = | Home Office ICR %                   |
|                       |                  |   |                            |   |                                     |
| For Field Office Rate | Fringe Benefit % | + | General & Administration % | = | Field Office ICR %                  |
|                       |                  |   |                            |   |                                     |

|         |               |
|---------|---------------|
| FEE % = | <b>10.00%</b> |
|---------|---------------|

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification <sup>1</sup> | Hourly Billing Rates <sup>3</sup> |          |          | Effective date of hourly rate |            | Actual or Avg. hourly rate <sup>4</sup> | % or \$ increase | Hourly range - for classifications only |
|--------------------------------------------|-----------------------------------|----------|----------|-------------------------------|------------|-----------------------------------------|------------------|-----------------------------------------|
|                                            | Straight                          | OT(1.5x) | OT(2x)   | From                          | To         |                                         |                  |                                         |
| Catalina Ferreto *                         | \$157.30                          | \$193.05 | \$228.80 | 1/1/2024                      | 12/31/2024 | \$65.00                                 |                  | Not Applicable                          |
| Labor Compliance Officer                   | \$165.17                          | \$202.70 | \$240.24 | 1/1/2025                      | 12/31/2025 | \$68.25                                 | 5.00%            |                                         |
| Non- Exempt                                | \$173.42                          | \$212.84 | \$252.25 | 1/1/2026                      | 12/31/2026 | \$71.66                                 | 5.00%            |                                         |
|                                            | \$182.09                          | \$223.48 | \$264.86 | 1/1/2027                      | 12/31/2027 | \$75.25                                 | 5.00%            |                                         |
|                                            | \$191.20                          | \$234.65 | \$278.11 | 1/1/2028                      | 12/31/2028 | \$79.01                                 | 5.00%            |                                         |
|                                            | \$200.76                          | \$246.39 | \$292.01 | 1/1/2029                      | 12/31/2029 | \$82.96                                 | 5.00%            |                                         |
| Labor Compliance Monitor 1                 | \$72.60                           | \$89.10  | \$105.60 | 1/1/2024                      | 12/31/2024 | \$30.00                                 |                  | \$25-\$35                               |
| Non- Exempt                                | \$76.23                           | \$93.56  | \$110.88 | 1/1/2025                      | 12/31/2025 | \$31.50                                 | 5.00%            |                                         |
|                                            | \$80.04                           | \$98.23  | \$116.42 | 1/1/2026                      | 12/31/2026 | \$33.08                                 | 5.00%            |                                         |
|                                            | \$84.04                           | \$103.14 | \$122.25 | 1/1/2027                      | 12/31/2027 | \$34.73                                 | 5.00%            |                                         |
|                                            | \$88.25                           | \$108.30 | \$128.36 | 1/1/2028                      | 12/31/2028 | \$36.47                                 | 5.00%            |                                         |
|                                            | \$92.66                           | \$113.72 | \$134.78 | 1/1/2029                      | 12/31/2029 | \$38.29                                 | 5.00%            |                                         |
| Labor Compliance Monitor 2                 | \$96.80                           | \$118.80 | \$140.80 | 1/1/2024                      | 12/31/2024 | \$40.00                                 |                  | \$35-45                                 |
| Non- Exempt                                | \$101.64                          | \$124.74 | \$147.84 | 1/1/2025                      | 12/31/2025 | \$42.00                                 | 5.00%            |                                         |
|                                            | \$106.72                          | \$130.98 | \$155.23 | 1/1/2026                      | 12/31/2026 | \$44.10                                 | 5.00%            |                                         |
|                                            | \$112.06                          | \$137.53 | \$162.99 | 1/1/2027                      | 12/31/2027 | \$46.31                                 | 5.00%            |                                         |
|                                            | \$117.66                          | \$144.40 | \$171.14 | 1/1/2028                      | 12/31/2028 | \$48.62                                 | 5.00%            |                                         |
|                                            | \$123.54                          | \$151.62 | \$179.70 | 1/1/2029                      | 12/31/2029 | \$51.05                                 | 5.00%            |                                         |
| Labor Compliance Monitor 3                 | \$133.10                          | \$163.35 | \$193.60 | 1/1/2024                      | 12/31/2024 | \$55.00                                 |                  | \$45-\$65                               |
| Non- Exempt                                | \$139.76                          | \$171.52 | \$203.28 | 1/1/2025                      | 12/31/2025 | \$57.75                                 | 5.00%            |                                         |
|                                            | \$146.74                          | \$180.09 | \$213.44 | 1/1/2026                      | 12/31/2026 | \$60.64                                 | 5.00%            |                                         |
|                                            | \$154.08                          | \$189.10 | \$224.12 | 1/1/2027                      | 12/31/2027 | \$63.67                                 | 5.00%            |                                         |
|                                            | \$161.78                          | \$198.55 | \$235.32 | 1/1/2028                      | 12/31/2028 | \$66.85                                 | 5.00%            |                                         |
|                                            | \$169.87                          | \$208.48 | \$247.09 | 1/1/2029                      | 12/31/2029 | \$70.20                                 | 5.00%            |                                         |
| Sr. Construction Inspector**               | \$181.50                          | \$222.75 | \$264.00 | 1/1/2024                      | 12/31/2024 | \$75.00                                 |                  | \$65-85                                 |
| Non- Exempt                                | \$190.58                          | \$233.89 | \$277.20 | 1/1/2025                      | 12/31/2025 | \$78.75                                 | 5.00%            |                                         |
|                                            | \$200.10                          | \$245.58 | \$291.06 | 1/1/2026                      | 12/31/2026 | \$82.69                                 | 5.00%            |                                         |
|                                            | \$210.11                          | \$257.86 | \$305.61 | 1/1/2027                      | 12/31/2027 | \$86.82                                 | 5.00%            |                                         |
|                                            | \$220.61                          | \$270.75 | \$320.89 | 1/1/2028                      | 12/31/2028 | \$91.16                                 | 5.00%            |                                         |
|                                            | \$231.65                          | \$284.29 | \$336.94 | 1/1/2029                      | 12/31/2029 | \$95.72                                 | 5.00%            |                                         |
| Construction Inspector **                  | \$163.35                          | \$200.48 | \$237.60 | 1/1/2024                      | 12/31/2024 | \$67.50                                 |                  | \$60-75                                 |
| Non- Exempt                                | \$171.52                          | \$210.50 | \$249.48 | 1/1/2025                      | 12/31/2025 | \$70.88                                 | 5.00%            |                                         |
|                                            | \$180.09                          | \$221.02 | \$261.95 | 1/1/2026                      | 12/31/2026 | \$74.42                                 | 5.00%            |                                         |
|                                            | \$189.10                          | \$232.07 | \$275.05 | 1/1/2027                      | 12/31/2027 | \$78.14                                 | 5.00%            |                                         |
|                                            | \$198.55                          | \$243.68 | \$288.80 | 1/1/2028                      | 12/31/2028 | \$82.05                                 | 5.00%            |                                         |
|                                            | \$208.48                          | \$255.86 | \$303.24 | 1/1/2029                      | 12/31/2029 | \$86.15                                 | 5.00%            |                                         |

(Add pages as necessary)

NOTES:

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

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant 360PSM INC. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant  
Project Number IDIQ05 Contract No. TBD Date 7/5/2024

| SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary) |                            |      |           |       |
|-------------------------------------------------------------------------|----------------------------|------|-----------|-------|
| Description of Items                                                    | Quantity                   | Unit | Unit Cost | Total |
| Mileage Costs                                                           | Federal Reimbursement rate |      |           |       |
| Equipment Rental and Supplies                                           |                            |      |           |       |
| Permit Fees                                                             |                            |      |           |       |
| Plan Sheets                                                             |                            |      |           |       |
| Test                                                                    |                            |      |           |       |
| Vehicle                                                                 |                            |      |           |       |
| Subconsultant 1:                                                        |                            |      |           |       |
| Subconsultant 2:                                                        |                            |      |           |       |
| Subconsultant 3:                                                        |                            |      |           |       |
| Subconsultant 4:                                                        |                            |      |           |       |
| Subconsultant 5:                                                        |                            |      |           |       |

Note: Add additional pages if necessary.

NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- 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 cost.
- 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 its 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.

SAMPLE COST PROPOSAL

Sample Only - Required Cost Proposal Template To Be Determined By Agency

SAMPLE COST PROPOSAL 2

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:

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. Title 23 United States Code Section 112 - Letting of Contracts
- 4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
- 5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
- 6. 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:      | Catalina Ferreto                      | Title:*                          | President    |
| Signature: | Catalina Ferreto                      | Certification Date (mm/dd/yyyy): | 6/18/2024    |
| Email:     | catalina@360psm.com                   | Phone:                           | 831-500-1263 |
| Address:   | 18110 Stonehaven Dr, Salinas CA 93908 |                                  |              |

\*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.

Labor Compliance, Construction Inspection

**EXHIBIT 10-H2 COST PROPOSAL** PAGE 1 OF 3  
**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)**  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Bengal Engineering, Inc. ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Project No. IDIQ05 Contract No. \_\_\_\_\_ Participation Amount \$ \$40,000 (2%) Date 7/5/2024

|                       |   |                 |   |                        |                          |
|-----------------------|---|-----------------|---|------------------------|--------------------------|
| For Combined Rate     |   |                 |   |                        |                          |
| Fringe Benefit 65.73% | + | Overhead 84.60% | + | General Administrative | = 150.33% Combined IRC % |

OR

|                      |   |          |   |                        |                          |
|----------------------|---|----------|---|------------------------|--------------------------|
| For Home Office Rate |   |          |   |                        |                          |
| Fringe Benefit       | + | Overhead | + | General Administrative | = 0.00% Home Office IRC% |

|                       |   |          |   |                        |                            |
|-----------------------|---|----------|---|------------------------|----------------------------|
| For Field Office Rate |   |          |   |                        |                            |
| Fringe Benefit        | + | Overhead | + | General Administrative | = 0.00% Field Office IRC % |

FEE= 10%

| BILLING Information                        |                                   |           |           | Calculation Information       |          |                                         |                  |                                      |
|--------------------------------------------|-----------------------------------|-----------|-----------|-------------------------------|----------|-----------------------------------------|------------------|--------------------------------------|
| Name/Job title/Classification <sup>1</sup> | Hourly Billing Rates <sup>2</sup> |           |           | Effective date of hourly rate |          | Actual or Avg. Hourly rate <sup>3</sup> | % or \$ Increase | Hourly Range for classification only |
|                                            | Straight                          | OT (1.5x) | OT (2x)   | From                          | To       |                                         |                  |                                      |
| Resident Engineer                          | \$231.66                          | \$ 347.49 | \$ 463.33 | 10/01/24                      | 09/30/25 | \$ 84.13                                | 5.0%             |                                      |
|                                            | \$243.25                          | \$ 364.87 | \$ 486.49 | 10/01/25                      | 09/30/26 | \$ 88.34                                | 5.0%             |                                      |
|                                            | \$255.41                          | \$ 383.11 | \$ 510.82 | 10/01/26                      | 09/30/27 | \$ 92.75                                | 5.0%             |                                      |
|                                            | \$268.18                          | \$ 402.27 | \$ 536.36 | 10/01/27                      | 09/29/28 | \$ 97.39                                | 5.0%             |                                      |
|                                            | \$102.26                          | \$ 153.39 | \$ 204.52 | 09/30/28                      | 09/29/29 | \$ 102.26                               | 5.0%             |                                      |
|                                            | \$295.67                          | \$ 443.50 | \$ 591.33 | 09/30/29                      | 12/31/29 | \$ 107.37                               | 5.0%             |                                      |
| Structure Representative                   | \$231.66                          | \$ 347.49 | \$ 463.33 | 10/01/24                      | 09/30/25 | \$ 84.13                                | 5.0%             |                                      |
|                                            | \$243.25                          | \$ 364.87 | \$ 486.49 | 10/01/25                      | 09/30/26 | \$ 88.34                                | 5.0%             |                                      |
|                                            | \$255.41                          | \$ 383.11 | \$ 510.82 | 10/01/26                      | 09/30/27 | \$ 92.75                                | 5.0%             |                                      |
|                                            | \$268.18                          | \$ 402.27 | \$ 536.36 | 10/01/27                      | 09/29/28 | \$ 97.39                                | 5.0%             |                                      |
|                                            | \$281.59                          | \$ 422.38 | \$ 563.18 | 09/30/28                      | 09/29/29 | \$ 102.26                               | 5.0%             |                                      |
|                                            | \$107.37                          | \$ 161.06 | \$ 214.75 | 09/30/29                      | 12/31/29 | \$ 107.37                               | 5.0%             |                                      |
| Assistant Resident Engineer                | \$198.59                          | \$ 297.89 | \$ 397.18 | 10/01/24                      | 09/30/25 | \$ 72.12                                | 5.0%             |                                      |
|                                            | \$208.52                          | \$ 312.78 | \$ 417.04 | 10/01/25                      | 09/30/26 | \$ 75.73                                | 5.0%             |                                      |
|                                            | \$218.95                          | \$ 328.42 | \$ 437.89 | 10/01/26                      | 09/30/27 | \$ 79.51                                | 5.0%             |                                      |
|                                            | \$229.89                          | \$ 344.84 | \$ 459.79 | 10/01/27                      | 09/29/28 | \$ 83.49                                | 5.0%             |                                      |
|                                            | \$241.39                          | \$ 362.08 | \$ 482.78 | 09/30/28                      | 09/29/29 | \$ 87.66                                | 5.0%             |                                      |
|                                            | \$92.05                           | \$ 138.07 | \$ 184.09 | 09/30/29                      | 12/31/29 | \$ 92.05                                | 5.0%             |                                      |
| Office Engineer                            | \$151.45                          | \$ 227.17 | \$ 302.90 | 10/01/24                      | 09/30/25 | \$ 55.00                                | 5.0%             |                                      |
|                                            | \$159.02                          | \$ 238.53 | \$ 318.04 | 10/01/25                      | 09/30/26 | \$ 57.75                                | 5.0%             |                                      |
|                                            | \$166.97                          | \$ 250.46 | \$ 333.95 | 10/01/26                      | 09/30/27 | \$ 60.64                                | 5.0%             |                                      |
|                                            | \$175.32                          | \$ 262.98 | \$ 350.64 | 10/01/27                      | 09/29/28 | \$ 63.67                                | 5.0%             |                                      |
|                                            | \$184.09                          | \$ 276.13 | \$ 368.18 | 09/30/28                      | 09/29/29 | \$ 66.85                                | 5.0%             |                                      |
|                                            | \$73.71                           | \$ 110.56 | \$ 147.41 | 09/30/29                      | 12/31/29 | \$ 70.20                                | 5.0%             |                                      |
| Name Role                                  | \$0.00                            | \$ -      | \$ -      | 10/01/24                      | 09/30/25 |                                         | 5.0%             |                                      |
|                                            | \$0.00                            | \$ -      | \$ -      | 10/01/25                      | 09/30/26 | \$ -                                    | 5.0%             |                                      |
|                                            | \$0.00                            | \$ -      | \$ -      | 10/01/26                      | 09/30/27 | \$ -                                    | 5.0%             |                                      |
|                                            | \$0.00                            | \$ -      | \$ -      | 10/01/27                      | 09/29/28 | \$ -                                    | 5.0%             |                                      |
|                                            | \$0.00                            | \$ -      | \$ -      | 09/30/28                      | 09/29/29 | \$ -                                    | 5.0%             |                                      |
| Name Role                                  | \$0.00                            | \$ -      | \$ -      | 10/01/24                      | 09/30/25 |                                         | 5.0%             |                                      |
|                                            | \$0.00                            | \$ -      | \$ -      | 10/01/25                      | 09/30/26 | \$ -                                    | 5.0%             |                                      |
|                                            | \$0.00                            | \$ -      | \$ -      | 10/01/26                      | 09/30/27 | \$ -                                    | 5.0%             |                                      |
|                                            | \$0.00                            | \$ -      | \$ -      | 10/01/27                      | 09/29/28 | \$ -                                    | 5.0%             |                                      |
|                                            | \$0.00                            | \$ -      | \$ -      | 09/30/28                      | 09/29/29 | \$ -                                    | 5.0%             |                                      |

(Add Pages as necessary)

**NOTES:**

1. Key personnel MUST be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisk(\*\*). All Cost must comply with the Federal cost principals. 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 cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principals for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for the classification.

EXHIBIT 10-H2 COST PROPOSAL PAGE 2 OF 3  
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant Bengal Engineering, Inc. ☐ Prime Consultant ☒ Subconsultant 7/5/2024  
Project No. IDIQ05 Contract No. TBD Date 7/5/2024

| SCHEDULE OF OTHER DIRECT COSTS ITEMS (Add additional pages as necessary) |          |      |           |       |
|--------------------------------------------------------------------------|----------|------|-----------|-------|
| Description of Items                                                     | Quantity | Unit | Unit Cost | Total |
| Mileage Costs                                                            |          | mile | \$0.67    | \$ -  |
| Equipment Rental and Supplies                                            | Note 4   |      |           |       |
| Travel                                                                   | Note 6   |      |           |       |
| Plan Sheets                                                              |          |      |           |       |
| Vehicle                                                                  |          |      |           |       |
| Subconsultant 1:                                                         |          |      |           |       |
| Subconsultant 2:                                                         |          |      |           |       |
| Subconsultant 3:                                                         |          |      |           |       |
| Subconsultant 4:                                                         |          |      |           |       |
| Subconsultant 5:                                                         |          |      |           |       |

(Add Pages as necessary)

- NOTES:
- 1. List direct cost items with estimated costs. These cost should be competitive in their respective industries and supported with appropriate documentation.
  - 2. Proposed ODC items should be consistently billed regardless of client and contract type.
  - 3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
  - 4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
  - 5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
  - 6. Travel related costs should be preapproved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
  - 7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
  - 8. If a consultant proposes rental cost 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.
  - 9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principals.
  - 10. Add pages if necessary.
  - 11. Subconsultants must provide their own cost proposals.

## EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

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:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards

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. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant CertifyName: Md. WahiduzzamanTitle\*: PresidentSignature: Md. WahiduzzamanDate of Certification (mm/dd/yyyy): 07/01/2024Email: Md@BengalEngineering.comPhone Number: (805) 563-0788Address: 360 S. Hope Avenue, Suite C-110, Santa Barbara, CA 93105

\*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:



EXHIBIT 10-H2 COST PROPOSAL Page 1 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(NON-PREVALING WAGE CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-up are Not Allowed

County of Santa Barbara IDIQ05 ONCALL

Consultant: DCME, Inc.

Prime

x Subconsultant

☐ 2nd Tier Subconsultant

Project No. IDIQ05

Contract No. TBD

Participation Amount % \$40,000 (2%)

Date: July 5th, 2024

|                       |                  |   |                            |     |                  |
|-----------------------|------------------|---|----------------------------|-----|------------------|
| For Combined Rate     | Fringe Benefit % | + | General & Administrative % | =   | Combined ICR%    |
|                       |                  |   |                            |     | 0.00%            |
| (Safe Harbor Rates)   | Fringe Benefit % |   | Overhead %                 | GA% | Combined %       |
| For Home Office       |                  |   | 120.000%                   | +   | 0.000% = 120.00% |
| For Field Office Rate |                  |   | 90.000%                    | +   | 0.000% = 90.00%  |
| Fee                   |                  |   |                            |     | = 10.00%         |

BILLING INFORMATION

CALCULATION INFORMATION

| Name/Job Title/Classification <sup>1</sup><br><i>*subject to prevailing wage</i> | Hourly Billing Rates <sup>2</sup> |                 |                | Effective Date of Hourly Rate |            | % Escalation Increase | Actual Hourly Rate and/or Average Hourly Rate <sup>4</sup> | Hourly Range for Classifications Only |
|----------------------------------------------------------------------------------|-----------------------------------|-----------------|----------------|-------------------------------|------------|-----------------------|------------------------------------------------------------|---------------------------------------|
|                                                                                  | Straight <sup>3</sup>             | Overtime (1.5x) | Overtime (2x)  | From                          | To         |                       |                                                            |                                       |
| Resident Engineer                                                                | \$209.00                          | N/A (Straight)  | N/A (Straight) | 1/1/2024                      | 12/31/2024 |                       | \$100.00                                                   |                                       |
| Resident Engineer                                                                | \$219.45                          | N/A (Straight)  | N/A (Straight) | 1/1/2025                      | 12/31/2025 | 5.00%                 | \$105.00                                                   |                                       |
| Exempt                                                                           | \$230.42                          | N/A (Straight)  | N/A (Straight) | 1/1/2026                      | 12/31/2026 | 5.00%                 | \$110.25                                                   |                                       |
|                                                                                  | \$241.94                          | N/A (Straight)  | N/A (Straight) | 1/1/2027                      | 12/31/2027 | 5.00%                 | \$115.76                                                   |                                       |
|                                                                                  | \$254.04                          | N/A (Straight)  | N/A (Straight) | 1/1/2028                      | 12/31/2028 | 5.00%                 | \$121.55                                                   |                                       |
|                                                                                  | \$266.74                          | N/A (Straight)  | N/A (Straight) | 1/1/2029                      | 12/31/2029 | 5.00%                 | \$127.63                                                   |                                       |
| Structures Representative                                                        | \$209.00                          | N/A (Straight)  | N/A (Straight) | 1/1/2024                      | 12/31/2024 |                       | \$100.00                                                   |                                       |
| Structures Representative                                                        | \$219.45                          | N/A (Straight)  | N/A (Straight) | 1/1/2025                      | 12/31/2025 | 5.00%                 | \$105.00                                                   |                                       |
| Exempt                                                                           | \$230.42                          | N/A (Straight)  | N/A (Straight) | 1/1/2026                      | 12/31/2026 | 5.00%                 | \$110.25                                                   |                                       |
|                                                                                  | \$241.94                          | N/A (Straight)  | N/A (Straight) | 1/1/2027                      | 12/31/2027 | 5.00%                 | \$115.76                                                   |                                       |
|                                                                                  | \$254.04                          | N/A (Straight)  | N/A (Straight) | 1/1/2028                      | 12/31/2028 | 5.00%                 | \$121.55                                                   |                                       |
|                                                                                  | \$266.74                          | N/A (Straight)  | N/A (Straight) | 1/1/2029                      | 12/31/2029 | 5.00%                 | \$127.63                                                   |                                       |
| Assitant Resident Engineer                                                       | \$198.55                          | \$297.83        | \$397.10       | 1/1/2024                      | 12/31/2024 |                       | \$95.00                                                    |                                       |
| Assistant Resident Engineer                                                      | \$208.48                          | \$312.72        | \$416.96       | 1/1/2025                      | 12/31/2025 | 5.00%                 | \$99.75                                                    |                                       |
| Non-Exempt                                                                       | \$218.90                          | \$328.35        | \$437.80       | 1/1/2026                      | 12/31/2026 | 5.00%                 | \$104.74                                                   |                                       |
|                                                                                  | \$229.85                          | \$344.77        | \$459.69       | 1/1/2027                      | 12/31/2027 | 5.00%                 | \$109.97                                                   |                                       |
|                                                                                  | \$241.34                          | \$362.01        | \$482.68       | 1/1/2028                      | 12/31/2028 | 5.00%                 | \$115.47                                                   |                                       |
|                                                                                  | \$253.41                          | \$380.11        | \$506.81       | 1/1/2029                      | 12/31/2029 | 5.00%                 | \$121.25                                                   |                                       |
| Construction Inspector (PW)**                                                    | \$183.92                          | \$275.88        | \$367.84       | 1/1/2024                      | 12/31/2024 |                       | \$88.00                                                    |                                       |
|                                                                                  | \$193.12                          | \$289.67        | \$386.23       | 1/1/2025                      | 12/31/2025 | 5.00%                 | \$92.40                                                    |                                       |
|                                                                                  | \$202.77                          | \$304.16        | \$405.54       | 1/1/2026                      | 12/31/2026 | 5.00%                 | \$97.02                                                    |                                       |
|                                                                                  | \$212.91                          | \$319.37        | \$425.82       | 1/1/2027                      | 12/31/2027 | 5.00%                 | \$101.87                                                   |                                       |
|                                                                                  | \$223.56                          | \$335.33        | \$447.11       | 1/1/2028                      | 12/31/2028 | 5.00%                 | \$106.96                                                   |                                       |
|                                                                                  | \$234.73                          | \$352.10        | \$469.47       | 1/1/2029                      | 12/31/2029 | 5.00%                 | \$112.31                                                   |                                       |
| Office Administrator                                                             | \$121.00                          | \$181.50        | \$242.00       | 1/1/2024                      | 12/31/2024 |                       | \$50.00                                                    |                                       |
|                                                                                  | \$127.05                          | \$190.58        | \$254.10       | 1/1/2025                      | 12/31/2025 | 5.00%                 | \$52.50                                                    |                                       |
|                                                                                  | \$133.40                          | \$200.10        | \$266.81       | 1/1/2026                      | 12/31/2026 | 5.00%                 | \$55.13                                                    |                                       |
|                                                                                  | \$140.07                          | \$210.11        | \$280.15       | 1/1/2027                      | 12/31/2027 | 5.00%                 | \$57.88                                                    |                                       |
|                                                                                  | \$127.02                          | \$190.53        | \$254.04       | 1/1/2028                      | 12/31/2028 | 5.00%                 | \$60.78                                                    |                                       |
|                                                                                  | \$133.37                          | \$200.06        | \$266.74       | 1/1/2029                      | 12/31/2029 | 5.00%                 | \$63.81                                                    |                                       |
|                                                                                  | \$0.00                            | \$0.00          | \$0.00         | 1/1/2024                      | 12/31/2024 |                       | \$0.00                                                     |                                       |
|                                                                                  | \$0.00                            | \$0.00          | \$0.00         | 1/1/2025                      | 12/31/2025 | 5.00%                 | \$0.00                                                     |                                       |
|                                                                                  | \$0.00                            | \$0.00          | \$0.00         | 1/1/2026                      | 12/31/2026 | 5.00%                 | \$0.00                                                     |                                       |
|                                                                                  | \$0.00                            | \$0.00          | \$0.00         | 1/1/2027                      | 12/31/2027 | 5.00%                 | \$0.00                                                     |                                       |
|                                                                                  | \$0.00                            | \$0.00          | \$0.00         | 1/1/2028                      | 12/31/2028 | 5.00%                 | \$0.00                                                     |                                       |
|                                                                                  | \$0.00                            | \$0.00          | \$0.00         | 1/1/2029                      | 12/31/2029 | 5.00%                 | \$0.00                                                     |                                       |

NOTES:

1. 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 Page 2 of 3  
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

County of Santa Barbara IDIQ ONCALL  
Consultant: DCME, Inc. Prime  
Project No. IDIQ05 Contract No. TBD Participation Amount % \$40,000 (2%) Date: July 5th 2024  
x Subconsultant

| SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary) |          |        |           |       |
|-------------------------------------------------------------------------|----------|--------|-----------|-------|
| DESCRIPTION OF ITEMS                                                    | QUANTITY | UNIT   | UNIT COST | TOTAL |
| Mileage Costs                                                           | N/A      |        | Note 7    |       |
| Equipment Rental and Supplies                                           | N/A      |        |           |       |
| Permit Fees                                                             | N/A      |        |           |       |
| Plans                                                                   | N/A      |        |           |       |
| Vehicle                                                                 | N/A      |        |           |       |
| A. Per diem per Caltrans guidelines                                     |          | Note 2 |           |       |
| Subconsultant 1:                                                        |          |        |           |       |
| Subconsultant 2:                                                        |          |        |           |       |
| Subconsultant 3:                                                        |          |        |           |       |
| Subconsultant 4:                                                        |          |        |           |       |
| Subconsultant 5:                                                        |          |        |           |       |

NOTES:

1. List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
2. Pre-approved travel and Per Diem will be reimbursed in accordance with the current Caltrans Travel Guide for consultants, and detailed in executed Task Order Cost Estimates. No charge will be invoiced for employee relocation costs.
3. Items, when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling will be reimbursed at actual cost with supporting documentation (invoice).
5. The items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be pre-approved by the contracting agency and shall not exceed the current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is its standard procedure for all of their contracts and that they do not own any vehicles that could be used for the same purpose.
9. The cost proposal format shall not be amended. All costs must comply with Federal cost principles.
10. Add additional pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3

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 follow 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: Matt Davis Title\*: President/CEO  
Signature:  Date of Certification (mm/dd/yy): 07/05/24  
Email: matt@dcme.email Phone Number 805-450-7949  
Address: 1431 Olive St., Santa Barbara, CA 93101

\* 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:

|                                        |
|----------------------------------------|
| Construction Management and Inspection |
|----------------------------------------|

EXHIBIT 10-H2 COST PROPOSAL PAGE 1 OF3  
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)  
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant V&A Inc ☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant  
Project No. IDIQ05 Contract No. \_\_\_\_\_ Participation Amount \$ \$180,000.00 Date 7/5/2024

|                       |   |          |   |                                                   |
|-----------------------|---|----------|---|---------------------------------------------------|
| For Combined Rate     |   |          |   |                                                   |
| Fringe Benefit        | + | Overhead | + | General Administrative = 117.30% Combined IRC %   |
| OR                    |   |          |   |                                                   |
| For Home Office Rate  |   |          |   |                                                   |
| Fringe Benefit        | + | Overhead | + | General Administrative = 0.00% Home Office IRC%   |
| For Field Office Rate |   |          |   |                                                   |
| Fringe Benefit        | + | Overhead | + | General Administrative = 0.00% Field Office IRC % |

| FEE= 10%                                                  |                                   |           |           |  |                               |          |                                            |                     |                                         |
|-----------------------------------------------------------|-----------------------------------|-----------|-----------|--|-------------------------------|----------|--------------------------------------------|---------------------|-----------------------------------------|
| BILLING Information                                       |                                   |           |           |  | Calculation Information       |          |                                            |                     |                                         |
| Name/Job title/Classification <sup>1</sup>                | Hourly Billing Rates <sup>2</sup> |           |           |  | Effective date of hourly rate |          | Actual or Avg.<br>Hourly rate <sup>3</sup> | % or \$<br>Increase | Hourly Range for<br>classification only |
|                                                           | Straight                          | OT (1.5x) | OT (2x)   |  | From                          | To       |                                            |                     |                                         |
| Andres Roldan<br>CM<br>*                                  | \$344.75                          | \$ 344.75 | \$ 344.75 |  | 01/01/24                      | 12/31/24 | \$ 144.23                                  | 5.0%                |                                         |
|                                                           | \$361.99                          | \$ 361.99 | \$ 361.99 |  | 01/01/25                      | 12/31/25 | \$ 151.44                                  | 5.0%                |                                         |
|                                                           | \$380.09                          | \$ 380.09 | \$ 380.09 |  | 01/01/26                      | 12/31/26 | \$ 159.01                                  | 5.0%                |                                         |
|                                                           | \$399.09                          | \$ 399.09 | \$ 399.09 |  | 01/01/27                      | 12/31/27 | \$ 166.96                                  | 5.0%                |                                         |
|                                                           | \$419.05                          | \$ 419.05 | \$ 419.05 |  | 01/01/28                      | 12/31/28 | \$ 175.31                                  | 5.0%                |                                         |
|                                                           | \$184.08                          | \$ 184.08 | \$ 184.08 |  | 01/01/29                      | 12/31/29 | \$ 184.08                                  | 5.0%                |                                         |
| Arturo Infante<br>CM & Structure Representative<br>*      | \$267.67                          | \$ 267.67 | \$ 267.67 |  | 01/01/24                      | 12/31/24 | \$ 111.98                                  | 5.0%                |                                         |
|                                                           | \$281.05                          | \$ 281.05 | \$ 281.05 |  | 01/01/25                      | 12/31/25 | \$ 117.58                                  | 5.0%                |                                         |
|                                                           | \$123.46                          | \$ 123.46 | \$ 123.46 |  | 01/01/26                      | 12/31/26 | \$ 123.46                                  | 5.0%                |                                         |
|                                                           | \$129.63                          | \$ 129.63 | \$ 129.63 |  | 01/01/27                      | 12/31/27 | \$ 129.63                                  | 5.0%                |                                         |
|                                                           | \$136.11                          | \$ 136.11 | \$ 136.11 |  | 01/01/28                      | 12/31/28 | \$ 136.11                                  | 5.0%                |                                         |
|                                                           | \$142.92                          | \$ 142.92 | \$ 142.92 |  | 01/01/29                      | 12/31/29 | \$ 142.92                                  | 5.0%                |                                         |
| Justin Akabogu<br>Structure Representative                | \$262.93                          | \$ 262.93 | \$ 262.93 |  | 01/01/24                      | 12/31/24 | \$ 110.00                                  | 5.0%                |                                         |
|                                                           | \$276.08                          | \$ 276.08 | \$ 276.08 |  | 01/01/25                      | 12/31/25 | \$ 115.50                                  | 5.0%                |                                         |
|                                                           | \$289.88                          | \$ 289.88 | \$ 289.88 |  | 01/01/26                      | 12/31/26 | \$ 121.28                                  | 5.0%                |                                         |
|                                                           | \$304.38                          | \$ 304.38 | \$ 304.38 |  | 01/01/27                      | 12/31/27 | \$ 127.34                                  | 5.0%                |                                         |
|                                                           | \$133.71                          | \$ 133.71 | \$ 133.71 |  | 01/01/28                      | 12/31/28 | \$ 133.71                                  | 5.0%                |                                         |
|                                                           | \$140.39                          | \$ 140.39 | \$ 140.39 |  | 01/01/29                      | 12/31/29 | \$ 140.39                                  | 5.0%                |                                         |
| Francisco Villasenor<br>Assistant Resident Engineer<br>** | \$203.18                          | \$ 281.61 | \$ 349.35 |  | 01/01/24                      | 12/31/24 | \$ 85.00                                   | 5.0%                |                                         |
|                                                           | \$213.33                          | \$ 291.47 | \$ 361.58 |  | 01/01/25                      | 12/31/25 | \$ 89.25                                   | 5.0%                |                                         |
|                                                           | \$224.00                          | \$ 301.67 | \$ 374.23 |  | 01/01/26                      | 12/31/26 | \$ 93.71                                   | 5.0%                |                                         |
|                                                           | \$235.20                          | \$ 312.23 | \$ 387.33 |  | 01/01/27                      | 12/31/27 | \$ 98.40                                   | 5.0%                |                                         |
|                                                           | \$108.48                          | \$ 108.48 | \$ 108.48 |  | 01/01/28                      | 12/31/28 | \$ 103.32                                  | 5.0%                |                                         |
|                                                           | \$113.91                          | \$ 113.91 | \$ 113.91 |  | 01/01/29                      | 12/31/29 | \$ 108.48                                  | 5.0%                |                                         |
| Guillermo Potes<br>Assistant Resident Engineer            | \$215.13                          | \$ 291.47 | \$ 361.58 |  | 01/01/24                      | 12/31/24 | \$ 90.00                                   | 5.0%                |                                         |
|                                                           | \$225.88                          | \$ 301.67 | \$ 374.23 |  | 01/01/25                      | 12/31/25 | \$ 94.50                                   | 5.0%                |                                         |
|                                                           | \$237.18                          | \$ 312.23 | \$ 387.33 |  | 01/01/26                      | 12/31/26 | \$ 99.23                                   | 5.0%                |                                         |
|                                                           | \$249.04                          | \$ 323.15 | \$ 400.89 |  | 01/01/27                      | 12/31/27 | \$ 104.19                                  | 5.0%                |                                         |
|                                                           | \$114.87                          | \$ 114.87 | \$ 114.87 |  | 01/01/28                      | 12/31/28 | \$ 109.40                                  | 5.0%                |                                         |
|                                                           | \$120.61                          | \$ 120.61 | \$ 120.61 |  | 01/01/29                      | 12/31/29 | \$ 114.87                                  | 5.0%                |                                         |
| Sergio Avila<br>Assistant Resident Engineer<br>**         | 213.33                            | \$ 281.61 | \$ 349.35 |  | 01/01/24                      | 12/31/24 | \$ 89.25                                   | 5.0%                |                                         |
|                                                           | \$224.00                          | \$ 291.47 | \$ 361.58 |  | 01/01/25                      | 12/31/25 | \$ 93.71                                   | 5.0%                |                                         |
|                                                           | \$235.20                          | \$ 301.67 | \$ 374.23 |  | 01/01/26                      | 12/31/26 | \$ 98.40                                   | 5.0%                |                                         |
|                                                           | \$246.96                          | \$ 312.23 | \$ 387.33 |  | 01/01/27                      | 12/31/27 | \$ 103.32                                  | 5.0%                |                                         |
|                                                           | \$259.31                          | \$ 312.23 | \$ 387.33 |  | 01/01/28                      | 12/31/28 | \$ 108.48                                  | 5.0%                |                                         |
|                                                           | \$119.60                          | \$ 119.60 | \$ 119.60 |  | 01/01/29                      | 12/31/29 | \$ 113.91                                  | 5.0%                |                                         |

|                                  |          |           |           |          |          |          |      |
|----------------------------------|----------|-----------|-----------|----------|----------|----------|------|
| Linda Flores<br>Office Engineer  | \$102.45 | \$ 153.67 | \$ 204.90 | 01/01/25 | 12/31/25 | \$ 42.86 | 5.0% |
|                                  | \$107.57 | \$ 161.36 | \$ 215.14 | 01/01/26 | 12/31/26 | \$ 45.00 | 5.0% |
|                                  | \$112.95 | \$ 169.42 | \$ 225.90 | 01/01/27 | 12/31/27 | \$ 47.25 | 5.0% |
|                                  | \$118.60 | \$ 177.89 | \$ 237.19 | 01/01/28 | 12/31/28 | \$ 49.62 | 5.0% |
|                                  | \$54.70  | \$ 54.70  | \$ 54.70  | 01/01/29 | 12/31/29 | \$ 52.10 | 5.0% |
|                                  | \$57.44  | \$ 57.44  | \$ 57.44  | 01/01/24 | 12/31/24 | \$ 54.70 | 5.0% |
| Brenda Lomeli<br>Office Engineer | \$109.57 | \$ 164.36 | \$ 219.14 | 01/01/25 | 12/31/25 | \$ 45.84 | 5.0% |
|                                  | \$115.05 | \$ 172.57 | \$ 230.10 | 01/01/26 | 12/31/26 | \$ 48.13 | 5.0% |
|                                  | \$120.80 | \$ 181.20 | \$ 241.60 | 01/01/27 | 12/31/27 | \$ 50.54 | 5.0% |
|                                  | \$126.84 | \$ 190.26 | \$ 253.69 | 01/01/28 | 12/31/28 | \$ 53.07 | 5.0% |
|                                  | \$133.18 | \$ 199.78 | \$ 266.37 | 01/01/29 | 12/31/29 | \$ 55.72 | 5.0% |
|                                  | \$139.84 | \$ 209.77 | \$ 279.69 | 01/01/24 | 12/31/24 | \$ 58.50 | 5.0% |
| Jasmine Jaime<br>Office Engineer | \$109.60 | \$ 164.39 | \$ 219.19 | 01/01/25 | 12/31/25 | \$ 45.85 | 5.0% |
|                                  | \$115.08 | \$ 172.61 | \$ 230.15 | 01/01/26 | 12/31/26 | \$ 48.14 | 5.0% |
|                                  | \$120.83 | \$ 181.24 | \$ 241.66 | 01/01/27 | 12/31/27 | \$ 50.55 | 5.0% |
|                                  | \$126.87 | \$ 190.31 | \$ 253.74 | 01/01/28 | 12/31/28 | \$ 53.08 | 5.0% |
|                                  | \$133.21 | \$ 199.82 | \$ 266.43 | 01/01/29 | 12/31/29 | \$ 55.73 | 5.0% |
|                                  | \$139.87 | \$ 209.81 | \$ 279.75 | 01/01/24 | 12/31/24 | \$ 58.52 | 5.0% |

1. Key personnel MUST be marked with an asterisk (\*) and employees that are subject to prevailing wage requirements must be marked with two asterisk(\*\*). All Cost must comply with the Federal cost principals. 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 cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principals for reimbursement.
4. For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for the classification.

**EXHIBIT 10-H2 COST PROPOSAL PAGE 2 OF 3**  
**SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS NEEDED CONTRACTS)**  
**(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)**

Consultant V&A inc ☐ Prime Consultant ☒ Subconsultant 7/5/2024

Project No IDIQ05 Contract No \_\_\_\_\_ Date 7/5/2024

| SCHEDULE OF OTHER DIRECT COSTS ITEMS (Add additional pages as necessary) |          |      |           |       |
|--------------------------------------------------------------------------|----------|------|-----------|-------|
| Description of Items                                                     | Quantity | Unit | Unit Cost | Total |
| Mileage Costs                                                            |          |      |           | \$ -  |
| Equipment Rental and Supplies                                            | Note 4   |      |           |       |
| Travel                                                                   | Note 6   |      |           |       |
| Plan Sheets                                                              |          |      |           |       |
| Vehicle                                                                  |          |      |           |       |
| Subconsultant 1:                                                         |          |      |           |       |
| Subconsultant 2:                                                         |          |      |           |       |
| Subconsultant 3:                                                         |          |      |           |       |
| Subconsultant 4:                                                         |          |      |           |       |
| Subconsultant 5:                                                         |          |      |           |       |

(Add Pages as necessary)

**NOTES:**

1. List direct cost items with estimated costs. These cost should be competitive in their respective industries and supported with appropriate documentation.
2. Proposed ODC items should be consistently billed regardless of client and contract type.
3. Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
4. Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
5. Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
6. Travel related costs should be preapproved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.
7. If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
8. If a consultant proposes rental cost 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.
9. The cost proposal format shall not be amended. All costs must comply with the Federal cost principals.
10. Add pages if necessary.
11. Subconsultants must provide their own cost proposals.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

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:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when

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.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Andres Roldan

Title\*: Vice- President

Signature: 

Date of Certification 07/05/2024     

Email: andres.roldan@va-incorp.com

Phone Number: 818-414-1611

Address: 1111 S. Grand Ave, Ste 103, Los Angeles, CA 90015

\*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:

|

## EXHIBIT C

### Indemnification and Insurance Requirements (For Construction Engineering Professional Contracts that also Include Non-Construction Engineering Services)

#### INDEMNIFICATION

##### **A. Indemnification pertaining to Construction Engineering 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 Construction Engineering Professional Services:**

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

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

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

#### INSURANCE

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

##### **A. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above,

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

**B. Other Insurance Provisions**

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10. CG 20 26, Cg 20 33 or CG 20 38; and CG 20 37 if a later revision is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall 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**

## 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 Office/Fax Fax No. \_\_\_\_\_

CONTRACTOR

License No. Indiv. Licensed professionals License Classification \_\_\_\_\_

Public Works Contractor Registration No. 1000003564

Business Type (Check One) Corporation: X Partnership: \_\_\_\_\_ Sole Proprietorship: \_\_\_\_\_

Contact Person Name Greg Chelini, PE, Vice President

Contact Person Phone No. 805.896.9474 Mobile

Contact Person Email gchelini@mnsengineers.com

Employer's Tax Identification Number 95-2080889

## **ATTACHMENT C – DBE REQUIREMENTS**



# 8

## Section 8. DBE Information

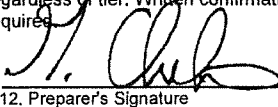
### Exhibit 10-O1 Contractor Proposal DBE Commitment

January 2019

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

1. Local Agency: County of Santa Barbara 2. Contract DBE Goal: 13%
3. Project Description: CONSTRUCTION ENGINEERING SERVICES, IDIQ, 2024-2027
4. Project Location: Countywide, Various, IDIQ
5. Contractor's Name: MNS Engineers, Inc. 6. Prime Certified DBE: ☐

| 7. Description of Work, Service, or Materials Supplied                                                              | 8. DBE Certification Number | 9. DBE Contact Information                                                                                                                                                                                                                                                                                                                                                                                                   | 10. DBE %   |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| Office Engineering (Labor Compliance)                                                                               | 45909                       | 360PSM, Catalina Ferreto, 831.500.1263                                                                                                                                                                                                                                                                                                                                                                                       | 2%          |
| Constructability review and submittal review                                                                        | 31261                       | Bengal Engineering, Md Wahiduzzaman, 805.563.0788 x 101                                                                                                                                                                                                                                                                                                                                                                      | 2%          |
| <b>Structure Representative, Resident and Assistant Resident Engineer, and Office Engineer</b>                      | 37559                       | V&A, Andres Roldan, 818.414.1611                                                                                                                                                                                                                                                                                                                                                                                             | 9%          |
|                                                                                                                     |                             |                                                                                                                                                                                                                                                                                                                                                                                                                              |             |
|                                                                                                                     |                             |                                                                                                                                                                                                                                                                                                                                                                                                                              |             |
|                                                                                                                     |                             |                                                                                                                                                                                                                                                                                                                                                                                                                              |             |
| <b>Local Agency to Complete this Section</b>                                                                        |                             | <b>11. TOTAL CLAIMED DBE PARTICIPATION</b>                                                                                                                                                                                                                                                                                                                                                                                   | <b>13 %</b> |
| 17. Local Agency Contract Number: <u>IDIQ05</u>                                                                     |                             |                                                                                                                                                                                                                                                                                                                                                                                                                              |             |
| 18. Federal-Aid Project Number: <u>TBD</u>                                                                          |                             |                                                                                                                                                                                                                                                                                                                                                                                                                              |             |
| 19. Proposed Contract Execution Date: <u> </u>                                                                      |                             |                                                                                                                                                                                                                                                                                                                                                                                                                              |             |
| 20. Contractor's Ranking after Evaluation: <u> </u>                                                                 |                             |                                                                                                                                                                                                                                                                                                                                                                                                                              |             |
| Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. |                             | <b>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</b><br> <u>7/5/24</u><br>12. Preparer's Signature<br><b>Greg Chelini</b><br>13. Date<br><u>805.896.9474</u><br>14. Preparer's Name<br><b>Vice President</b><br>15. Phone<br>16. Preparer's Title |             |
| 21. Local Agency Representative's <u> </u>                                                                          | 22. Date <u> </u>           |                                                                                                                                                                                                                                                                                                                                                                                                                              |             |
| 23. Local Agency Representative's Name <u> </u>                                                                     | 24. Phone <u> </u>          |                                                                                                                                                                                                                                                                                                                                                                                                                              |             |
| 25. Local Agency Representative's Title <u> </u>                                                                    |                             |                                                                                                                                                                                                                                                                                                                                                                                                                              |             |

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

#### ADA Notice:

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

## Exhibit 10-O1 CONTRACTOR Proposal DBE Commitment

January 2019

EXHIBIT 10-O1 INSTURCTIONS

Page 2 of 2

### CONTRACTOR SECTION

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

### LOCAL AGENCY SECTION

17. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
18. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
19. Proposed Contract Execution Date - Enter the proposed contract execution date.
20. CONTRACTOR's Ranking after Evaluation - Enter CONTRACTOR's ranking after all submittals/CONTRACTORS are evaluated. Use this as a quick comparison for evaluating most qualified CONTRACTOR.
21. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the CONTRACTOR Section of this form is complete and accurate.
22. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
23. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the CONTRACTOR's DBE commitment form.
24. Phone - Enter the area code and phone number of the person signing the CONTRACTOR's DBE commitment form.
25. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the CONTRACTOR's DBE commitment form.

**ATTACHMENT D – PROPOSAL**



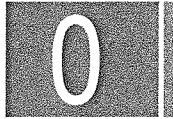
# County of Santa Barbara

July 5, 2024

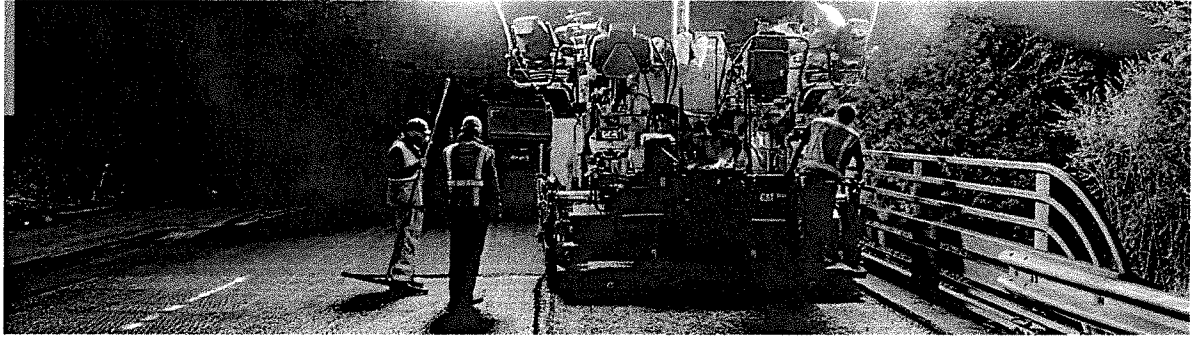
## Proposal for Indefinite Delivery- Indefinite Quantity As-Needed Construction Engineering Services

COSEA-2400015





# Contents



## Section 1. Transmittal Letter and Required Forms

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

1

## Section 3. Contractor Staff

19

## Section 4. Conflict of Interest

26

## Section 5. Litigation

26

## Section 6. Agreement for Services of Independent Contractor

26

## Section 7. Contractor Information Sheet

26

## Section 8. DBE Information

27

## Appendix A. Resumes

A-1





July 5, 2024

County of Santa Barbara  
Public Works Department—Transportation Division  
**Attention: Brent Clavin**  
123 East Anapamu Street  
Santa Barbara, CA 93101

**RE: Proposal for Indefinite Delivery-Indefinite Quantity (IDIQ) As-Needed Construction Engineering Services**

Dear Mr. Clavin:

Thank you for the opportunity to submit this proposal for IDIQ As-Needed Construction Engineering Services for the County of Santa Barbara (County). Since 1962, MNS Engineers, Inc., (MNS) has provided quality infrastructure consulting services to the transportation market throughout the Central Coast. We specialize in the core services of planning, engineering, construction management, and land surveying. MNS has been providing on-call construction management and inspection services to the County for transportation projects over the past 20 years and we understand the County's expectations and procedures. We are locally based and able to respond in a timely manner to meet the County's needs.

MNS understands the County is seeking qualified engineering firms to provide the County with Resident Engineers, Structure Representatives, Assistant Resident Engineers, Construction Inspectors, and Office Engineers for a three-year period on an as-needed basis (with two additional years).

Based on our assessment of the Request for Proposal (RFP), we have selected the best staff and project experience to demonstrate our intent to successfully meet the County's needs. MNS offers a uniquely qualified local team to provide these services.

#### Professional and Qualified Team

Leading the MNS team is **Greg Chelini, PE**, Principle-In-Charge, and Contract/Project Manager, **Aaron Hilton, PE, QSD/QSP**. Greg and Aaron each have over 30 years of experience in a variety of engineering and construction management projects, including highways, interchanges, pavement rehabilitation, drainage, emergency storm damage repair, and utility projects. Greg and Aaron live within Santa Barbara County and have managed similar bridge and roadway improvement projects for Santa Barbara County and various public agencies within the County; they are familiar with the County's procedures having previously supported several County projects, including the current on-call contract. As the Contract/Project Manager, Aaron brings a hands-on approach to managing projects with effective communication skills to ensure the projects are constructed per the contract requirements as well as to the satisfaction of the County and project stakeholders.

## 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](http://www.mnsengineers.com)

### Project Contact

Aaron Hilton, PE, QSD/QSP  
Contract/Project Manager

805.279.6864 Mobile

[ahilton@mnsengineers.com](mailto:ahilton@mnsengineers.com)

### Authorized Signature

Greg Chelini, PE

Vice President

805.896.9474 Mobile

[gchelini@mnsengineers.com](mailto:gchelini@mnsengineers.com)

## STATEMENTS

### Addenda Acknowledgment

Addendum No. 1, dated June 28, 2024

### Local Presence

Our corporate offices are located just one mile from the County's offices on East Anapamu Street.



### On-Call and Public 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 quality consulting services. We understand that agencies, in particular the County, expects quality services that remain on schedule and budget. As a testament to our quality of work, we have provided pre-qualified construction management services to many public agencies including:

- Counties of Alameda, Contra Costa, Humboldt, Los Angeles, Monterey, Napa, San Benito, San Luis Obispo, **Santa Barbara**, Santa Clara, Santa Cruz, Sonoma, and Ventura
- Cities of Arroyo Grande, Belmont, Berkeley, Buellton, Calistoga, Carpinteria, Concord, Dublin, El Segundo, Emeryville, Fremont, Goleta, Hayward, Long Beach, Malibu, Monterey, Oxnard, Pasadena, San Carlos, San Jose, San Luis Obispo, San Mateo, Santa Barbara, Santa Clarita, Santa Cruz, Santa Monica, Simi Valley, Solvang, Sunnyvale, Thousand Oaks, Walnut Creek, and Ventura
- Special Districts such as Alameda County Public Works Agency, Alameda County Transportation Commission, Contra Costa Transportation Authority, Peninsula Corridor Joint Powers Board, Santa Clara Valley Transportation Authority, and Santa Cruz Regional Transportation Authority
- Caltrans Districts 4, 5, 6, 7, and 5/59 (Structures)

Our firm's experience with the various disciplines within public works projects, coupled with our knowledge of municipalities, makes MNS a valuable resource to provide professional on-call construction management. We are knowledgeable with the contract administration and documentation requirements in administering federal and state funded projects. We draw from our highly qualified staff with expertise and resources to find the right skill set for each specific project.

Thank you for the opportunity to submit this proposal for Indefinite Delivery-Indefinite Quantity As-Needed Construction Engineering Services for the County. We are excited about the opportunity and look forward to working with the County. Please feel to contact me (805.896.9474 or gchelini@mnsengineers.com) or **Aaron Hilton, PE, QSD/QSP**, at **805.279.6864** or **ahilton@mnsengineers.com** with any questions you may have about our submittal. Thank you for your consideration.

Sincerely,  
MNS Engineers, Inc.

  
Greg Chelini, PE  
Vice President



#### MNS Ranked Top 50 CM and CA Design Firm

Engineering News-Record (ENR) recently published its National Top 50 Construction Management firms and top 28 California Design firm! Each year, ENR ranks the top US-based engineering, architectural, and construction firms based on the prior year's financial performance.



## 9 ATTACHMENT B – CONTRACTOR INFORMATION SHEET

### Contractor Information Sheet

Name of Proposer MNS Engineers, Inc.

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

City, State, Zip Santa Barbara, CA 93103

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

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

Telephone No. 805.692.6921 Office/Fax Fax No. \_\_\_\_\_

Contractor License No. Indiv. licensed professionals License Classification \_\_\_\_\_

Public Works Contractor Registration No. 1000003564

Business Type (Check One) Corporation: X Partnership: \_\_\_\_\_ Sole Proprietorship: \_\_\_\_\_

Contact Person Name Greg Chelini, PE, Vice President

Contact Person Phone No. 805.896.9474 Mobile

Contact Person Email gchelini@mnsengineers.com

Employer's Tax Identification Number 95-2080889

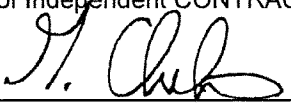




## 8 ATTACHMENT A – COUNTY STANDARD AGREEMENT AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

MNS Engineers, Inc. acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent CONTRACTORS."

Signature:   
Greg Chelini, PE, Vice President





# 2

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

### Firm Description and Authorized Representative

| MNS Engineers, Inc. (MNS)        |                                                                                                                       |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------|
| <b>Role</b>                      | Prime Firm                                                                                                            |
| <b>Local Address</b>             | 201 N. Calle Cesar Chavez,<br>Suite 300<br>Santa Barbara, CA 93103<br>805.692.6921 Office/Fax<br>www.mnsengineers.com |
| <b>Firm Type</b>                 | C-Corporation Incorporated in CA                                                                                      |
| <b>Date Firm Established</b>     | 06/29/1962                                                                                                            |
| <b>Firm Size</b>                 | 203                                                                                                                   |
| <b>DIR</b>                       | No. 1000003564                                                                                                        |
| <b>Authorized Representative</b> | <b>Greg Chelini, PE, Vice President</b><br>805.896.9474 Mobile<br>gchelini@mnsengineers.com                           |

Established in 1962, MNS Engineers, Inc. (MNS) provides quality infrastructure consulting services to the transportation markets throughout California. **Specializing in the core services of construction management, engineering, planning, and land surveying, MNS' reputation has been built on clear and direct communication and quality services.** We completely understand the technical, environmental, and regulatory aspects that may be required for any project. We are experienced and knowledgeable with utility and multiagency coordination.

#### Firm Expertise

##### Construction Management and Inspection

A leader in construction management (CM) and inspection services, we offer the County a depth of staff resources and a reputation for success in meeting project quality, budget, and schedule goals. We will provide qualified CM staff consisting of our most experienced team members who are available for the contract duration. Our staff is locally based and available to respond in a timely manner to meet any immediate and long-term needs the County may require. Having provided construction management, inspection, and administration to the County since 2010,

we fully understand the methods and procedures to effectively represent the County.

MNS focuses on providing quality CM and inspection services for transportation and utility infrastructure projects. Many of our projects are either within Caltrans right-of-way (R/W) or involved federal funds which required the project to be administered per the Caltrans Local Assistance Procedures Manual (LAPM); therefore we have modeled our construction administration procedures after the Caltrans LAPM. The MNS team is very knowledgeable and well versed in administering projects per Caltrans LAPM guidelines. Our expertise includes:

- Complete construction management
- Construction inspection
- Scheduling and critical path method (CPM) review
- Caltrans LAPM
- Contract administration
- Constructability review
- Stormwater Pollution Prevention Plan (SWPPP) compliance
- Multi-party and contractor coordination
- Utility and regulatory agency coordination
- Funding administration: local, state, and federal (Federal Emergency Agency (FEMA), Federal Highway Administration (FHWA), etc.)

##### Contract and Federal Administration

MNS has successfully delivered numerous public works projects that involve federal funding. We understand the importance of having detailed and accurate contract administration in order for the agency to receive 100% reimbursement of the federal funding allocated to the project. Since many of our projects are state and federally funded, we model our procedures in accordance with the Caltrans LAPM to meet any funding and administration requirements.

We have significant experience with projects funded by the following entities:

- Active Transportation Program (ATP)
- American Recovery and Reinvestment Act (ARRA)



- Bond Funded Projects and Local/County Measures
- California Emergency Management Agency (Cal EMA)
- Department of Water Resources (DWR) Proposition 84
- FEMA
- FHWA
- Highway Bridge Replacement and Rehabilitation (HBRR)
- National Marine Fisheries Service (NMFS)
- Regional Water Quality Control Board (RWQCB)
- State Revolving Fund Loans (SRF)
- Statewide Transportation Improvement Program (STIP)
- US Army Corps of Engineers (USACE)
- US Fish and Wildlife Service (USFWS)

#### **MNS ADVANTAGE.**

Our firm has expert-level knowledge of local agency and Caltrans guidelines. Approximately 75% of our projects are funded on the federal level. To date, all of these projects successfully passed their State and federal audits for construction.

#### **Permitting and Coordination**

Most of our projects require extensive coordination with permitting agencies such as California Department of Fish and Wildlife, US Army Corps of Engineers, Regional Water Quality Control Board, and County Air Pollution Control District. We have proven and recognized experience in coordinating projects that involve communication with multiple agencies, utilities, and permitting for environmental protection. Many of our projects are constructed within waterways and environmentally sensitive areas.

#### **Resources and Availability to Provide Services on a Short Notice/Emergency Basis**

We understand sometimes unanticipated staffing requests arise. The staff listed for this on-call live in Santa Barbara County and are readily available for emergency responses. By maintaining ongoing communication with the County and knowing our team's availability, we can respond immediately to meet any type of project need. This provides both MNS and the County with added flexibility in meeting the anticipated and unanticipated staffing demands throughout the life of the contract.

MNS has provided emergency storm damage construction management and inspection services to several agencies within the Central Coast area, including Santa Barbara County, Monterey, County, Santa Cruz County, and Caltrans. We understand the importance of having experienced staff to manage the work in the field, which is often on a time and material basis, as well as having detailed paperwork to support funding reimbursement.

#### **General Contract Approach**

Our overall management approach is to provide the most qualified and experienced resources to the County in a timely manner with personnel that best meets the needs of the anticipated project. MNS staff will work as an extension of the County's staff or as an independent team when required by the County; we will have the necessary experience and training to hit the ground running for any project. We have divided our approach to managing this contract and associated task orders into four phases:

- Contract Setup and Project Scoping
- Staffing Implementation
- Quality Control
- Reporting/Invoicing

**Contract Setup and Project Scoping.** As part of Contract Setup, one of the first actions upon selection is to meet with the County's Project Manager to 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 Project Manager 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
- Our evaluation of the project site and services required

**Staffing Implementation.** Staffing Implementation starts with understanding the staffing needs of the current project as well as future projects. This is accomplished by communicating with the County's Project Manager on a consistent basis to proactively meet project needs. We are locally based and can respond to meet the immediate staffing needs for the County. 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. The program will include procedures to ensure quality and timely services; provide accurate and timely services, documentation, calculations, and reports; and perform in a professional manner. The Contract/Project Manager will monitor and oversee each individual project staffing need throughout the contract to ensure the quality of service for the project and the County are being met.

**Reporting/Invoicing.** MNS' Contract/Project Manager will work directly with the County's Project Manager to provide current task order status, progress, and MNS team performance to the County. As MNS has repeatedly demonstrated on previous and current on-call contracts, a few of the key elements in managing these contracts includes responsiveness, organization, quality control, and experienced staff.

### **Experience with Santa Barbara County and Public Agencies**

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 pre-qualified consulting services year after year. Our firm understands agencies expect quality services that remain on schedule and budget. MNS has worked with the County on a wide range of projects such as emergency storm damage, bridge replacement, bridge maintenance, retaining walls, drainage improvements, and roadway improvements.

As a testament to our quality of work, we have provided pre-qualified municipal engineering, civil engineering, construction management, and land surveying services to many Northern/Central California public agencies including:

- Cities of Arroyo Grande, Belmont, Berkeley, Buellton, Carpinteria, Concord, Daly City, Dublin, East Palo Alto, Fremont, Goleta, Gonzales, Greenfield, Grover Beach, King City, Lompoc, Malibu, Marina, Milpitas, Monterey, Morgan Hill, Newark, Paso Robles, Pittsburg, Salinas,

San Jose, San Luis Obispo, Santa Barbara, Santa Cruz, Santa Maria, Solvang, Sunnyvale, Town of Los Gatos, Union City, Walnut Creek, and Watsonville

- Counties of Alameda, Contra Costa, Humboldt, Monterey, Napa, San Benito, San Francisco, San Luis Obispo, San Joaquin, San Mateo, **Santa Barbara**, Santa Clara, Santa Cruz, Sonoma, Stanislaus, and Ventura
- Special Districts such as Alameda County Flood Control and Water Conservation District, Bay Area Toll Authority, Carmel Area Wastewater District, Castroville Community Services District, MidPeninsula Regional Open Space District, Peninsula Corridor Joint Powers Board, Rural Community Assistance Corporation, San Francisco County Transportation Authority, San Joaquin Regional Rail Commission, Santa Clara Valley Transportation Authority, Santa Cruz County Regional Transportation Commission, and Santa Maria Valley Water Conservation District
- US Air Force (Vandenberg AFB)
- Caltrans Districts 5, 6, 7, and 5/59 (Structures)

### **Disaster Relief Response**

MNS has successfully delivered bridge, roadway, highway, and interchange disaster relief projects. Over the past few years, MNS has provided construction management and inspection for over 40 emergency projects for local agencies and Caltrans with FEMA and state funding. Our staff understands the nature of FEMA funded projects and the importance to documentation and keeping within the confines of the scope of work. Tracking of all labor, equipment, and materials is critical to receive full reimbursement for the work performed. A few emergency repair projects include Refugio Road, Jalama Road, East Mountain Road, Alisal Road West Main Street, Harris Grade, Cheltham Road, and Foothill Road.

### **Accelerated Schedule**

MNS knows how to work in seamless partnership with project stakeholders to meet an accelerated emergency status project schedule. We understand the essentials of emergency funding administration, emergency permitting, environmental compliance, and adhering to safety protocols and Cal/OSHA regulations during a highly pressured atmosphere. Tracking of all labor, equipment, and materials is critical to receive full reimbursement for the work performed. A few emergency repair projects include Refugio Road, Jalama Road, East Mountain Road, Alisal Road West Main Street, Harris Grade, Cheltham Road, and Foothill Road.





## Rapid Response

As soon as a bridge, roadway, or other structure becomes unsound, it also quickly becomes a humanitarian and economic crisis for businesses and residents in the area where rapid response to construct the improvements is critical. MNS staff are based locally allowing us to respond quickly to any emergency needs that may arise. See Table 1 for select emergency response projects. To supplement MNS staff, we have included the following subconsultants to provide additional support services.

## Subconsultant Utilization

### 360PSM

|                         |                                                                                                                                                                        |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Role</b>             | Office Engineering (Labor Compliance)                                                                                                                                  |
| <b>Local Address</b>    | 18110 Stonehaven Drive<br>Salinas, CA 93907                                                                                                                            |
| <b>Firm Type</b>        | S-Corporation                                                                                                                                                          |
| <b>Certification</b>    | State Certifications: CUCP General Order 156;<br>DBE No. 45909; WMBE No. 20000164; SB/SB-<br>PW No. 2019749.<br>Federal Certifications: WOB; EDWOBS, MOB,<br>HOBE; DBE |
| <b>DIR</b>              | No. 1000653803 (PWCR)                                                                                                                                                  |
| <b>Point of Contact</b> | Catalina Ferreto, President<br>831.500.1263<br>catalina@360psm.com                                                                                                     |

Established in 2018, 360PSM provides government agencies with services that include monitoring labor compliance prevailing wages, public outreach, document control, and monitoring Disadvantaged Business Enterprise (DBE) participation to satisfy requirements of State and Federal grant funding. Their experience includes County of Santa Cruz's Ridge Drive, 900 Hopkins Gulch Road, Pinecrest Drive; City of Santa Cruz's Design Engineering for University Tank 4 replacement; and San Lorenzo Valley Water District's multiple redwood water storage replacement tanks.

### Bengal Engineering

|                      |                                                            |
|----------------------|------------------------------------------------------------|
| <b>Role</b>          | Resident and Assistant Resident Engineer                   |
| <b>Local Address</b> | 360 S. Hope Avenue, Suite C-110<br>Santa Barbara, CA 93105 |
| <b>Firm Type</b>     | S-Corporation                                              |
| <b>Certification</b> | CUCP DBE No. 31261                                         |
| <b>DIR</b>           | Application in process                                     |

### Bengal Engineering

|                         |                                                                   |
|-------------------------|-------------------------------------------------------------------|
| <b>Point of Contact</b> | Md Wahiduzzaman<br>805.563.0788 x 101<br>md@bengalengineering.com |
|-------------------------|-------------------------------------------------------------------|

Established in 1996, Bengal Engineering is a full-service civil engineering firm located in Santa Barbara. Bengal Engineering's services include design, plans, specifications and estimates (PS&E), contract preparation, supervision, securing consultants, budgeting, quality assurance and coordination, shop drawing review, inspection, and permit acquisition with relevant agencies. Areas of expertise include highway/roadway design, bridge design, public work street improvements, hydraulic engineering, geotechnical engineering, water/wastewater pipelines, and site work.

### DCME

|                         |                                                                       |
|-------------------------|-----------------------------------------------------------------------|
| <b>Role</b>             | Structure Representative and Resident and Assistant Resident Engineer |
| <b>Local Address</b>    | 1431 Olive Street<br>Santa Barbara, CA 93101                          |
| <b>Firm Type</b>        | S-Corporation                                                         |
| <b>Certification</b>    | N/A                                                                   |
| <b>DIR</b>              | No. 1000786118 (PWCR)                                                 |
| <b>Point of Contact</b> | Matt Davis<br>805.450.7949<br>matt@dcme.email                         |

Local to the Central Coast since 2000, DCME works to deliver successful projects in the civil engineering and public works construction sectors with a focus on quality, integrity, and value. DCME staff have the experience, skill set, and procedural capability to manage and maintain all necessary tasks that could come up for any CM/PM and Inspection role during the construction phase. All of their projects are managed based on the procedures in the Caltrans LAPM.

### V&A

|                      |                                                                                         |
|----------------------|-----------------------------------------------------------------------------------------|
| <b>Role</b>          | Structure Representative, Resident and Assistant Resident Engineer, and Office Engineer |
| <b>Local Address</b> | 1111 S. Grand Avenue, Suite 103<br>Los Angeles, CA 90015<br>213.972.9700                |
| <b>Firm Type</b>     | Corporation                                                                             |
| <b>Certification</b> | CUCP DBE No. 37559                                                                      |
| <b>DIR</b>           | No. 1000036811                                                                          |



## V&A

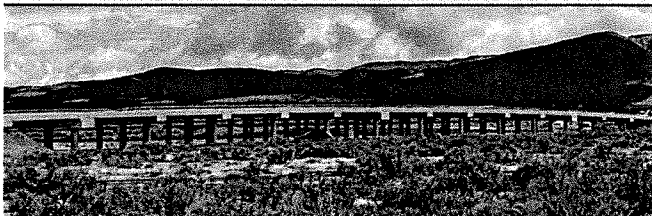
**Point of Contact** Andres Roldan, Senior Vice President  
818.414.1611  
andres.rolدان@va-incorp.com

V&A has done extensive coordination with entities such as Los Angeles County Metropolitan Transportation Authority (Metro), City of Los Angeles, Caltrans, Los Angeles Department of Water and Power, Southern California Gas, Southern California Edison, Los Angeles County Flood Control, San Gabriel Valley cities, San Fernando Valley, the Exposition Authority, and the Gold Line Foothill Extension Authority. The company is a US DOT Regulation 49 CFR Part 26 DBE, MBE, and SBE firm certified by the Los Angeles County Metropolitan Transportation Authority (Metro) and Port of Long Beach (POLB).

## Key Project Experience

### Foothill Road Low Water Crossing Replacement

**Client** County of Santa Barbara  
**Reference** Eric Pearson, Construction Section Manager  
805.681.4990  
Epearso@cosbpw.net  
**Contract Amount** \$1.5M  
**Funding Source** Federally funded per LAPM  
**Date of Contract** 2022  
**Date of Completion** Current  
**MNS Project Manager** Greg Chelini, PE, Project Manager  
805.896.9474 Mobile, gchelini@mnsengineers.com  
**Project Elements** Bridge replacement  
Concrete slab bridge  
CIDH piles  
Pedestrian walkway  
Rock slope protection  
HMA and Class I AB  
Environmental protection



This \$16.8M project replaces a 1,500-foot fair weather at grade aggregate crossing of the Cuyama River with a 1,430-foot 33 span reinforced concrete slab bridge founded on 170, 30-inch cast-in-drilled-hole (CIDH) piles. The Cuyama Valley bridge carries two 12-foot traffic

lanes with 4-foot shoulders and a 5-foot-wide pedestrian walkway. Both bridge abutments are protected by a significant system of rock slope protection. The bridge approach slabs joins approach roads of about 380 linear feet at each end with a typical section of hot mix asphalt (HMA) over Class II aggregate base (AB). This project also involves significant interaction with numerous regulatory agencies including California Department of Fish and Wildlife (CDFW), State Water Board, Bureau of Land Management (BLM), and adjacent property owners. Extensive measures are in place to protect various endangered and threatened animal species as well as several migratory birds.

This project remained ahead of schedule despite unprecedented river flows and remains within budget. MNS' construction management services include key staff members including the Resident Engineer/Structure Representative and two Construction Inspectors.

### Various Roadway Rehabilitation Projects

**Client** City of Grover Beach  
**Reference** Erin Wiggin  
805.473.4537  
ewiggin@groverbeach.org  
**Contract Amount** \$250K  
**Funding Source** Local Tax Measure  
**Date of Contract** 2021  
**Date of Completion** 2022  
**MNS Project Manager** Aaron Hilton, PE, QSD/QSP, Project Manager  
805.279.6864 Mobile, ahilton@mnsengineers.com  
**Project Elements** Street rehabilitation  
New intersections bulb-outs  
Upgrade curb ramps, sidewalks, and driveways  
ADA access curb ramps  
Utility modifications



### Measure K- 14 Road Rehabilitation 8th-9th-14th 2295-11.

Funded by Measure K-14, this \$1.8M project provided for the full-depth street rehabilitation of portions of 8th street, 9th street, and 14th street. The project included installation

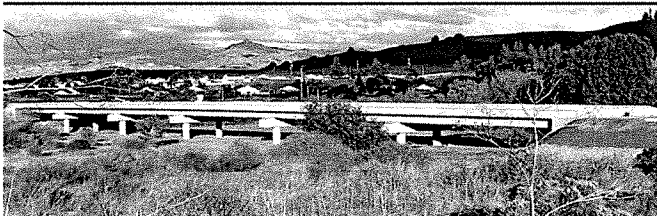


of numerous curb ramps, sidewalks, and driveways to current Americans with Disabilities Act (ADA) standards. The project replaced a portion of the water main and well on South 9th Street, adjusted hydrants, and installed various new valves. MNS provided construction management, inspection, and materials testing.

Additional City Project Experience

- Measure K-14 Road Rehabilitation Newport Avenue
- Longbranch Avenue Rehabilitation and Repair
- Ocean View Avenue Rehabilitation and Repair
- Measure K-14 Light Maintenance

| Hospital Road Bridge Low Water Crossing Replacement Project |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Client                                                      | County of San Benito                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Reference                                                   | Steven Loupe, Interim RMA Director<br>831.902.2271<br>sloupe@cosb.us                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Contract Amount                                             | \$1.5M                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Funding Source                                              | Highway Bridge Program (HBP) administered by the (FHWA)                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Date of Contract                                            | 2020                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Date of Completion                                          | 2021                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| MNS Project Manager                                         | Aaron Hilton, PE, QSD/QSP, Project Manager<br>805.279.6864 Mobile, ahilton@mnsengineers.com                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Project Elements                                            | Bridge replacement<br>Box girder<br>Cast-in-steel-shell pile foundation<br>Post-tensioning<br>Prestressed<br>Embankment construction<br>Sheet pile retaining wall at abutment 1<br>Rock slope protection and revetment<br>Drainage systems and stormwater infiltration trenches<br>Roadway removal and construction<br>Signs and striping<br>Metal beam guardrail<br>Permanent erosion protection<br>Utility relocations and street lighting<br>Compliance with environmental permits<br>Foundation construction |



The \$10.6M Hospital Road Bridge Low Water Crossing Replacement Project realigned Hospital Road and replaced the existing low water crossing with a new bridge spanning across the San Benito River, providing safe public access for existing and future residential and commercial properties, and facilitating improved emergency vehicle response time in the area.

The project constructed a 580-foot-long, cast-in-place (CIP), post-tensioned box girder bridge and approximately 2,400 feet of new roadway approaches and improvements. Located west of State Route 25 to the south of the City of Hollister, the Hospital Road realignment and bridge is situated directly to the north of the existing low water crossing. The new bridge provides two 12-foot-wide travel lanes and two 5-foot-wide shoulders, meeting the requirements of both Caltrans and County design standards. Abutment foundations are supported on 16-inch steel pipe piles (Class 140, Alt W), and each pier consists of two 48-inch pier columns built integrally with 72-inch cast-in-steel-shell (CISS) piles. Drop bent caps were utilized at each pier to facilitate structure deflections under seismic conditions.

The bents are founded on 72-inch diameter CISS piles ranging in length from 94 to 104 feet. Difficult driving conditions and pile driving refusal necessitated revising the pile tip elevations. Key environmental issues included impacts to the bank and channel of the San Benito River, protected trees, sensitive riparian habitat (e.g., mulefat thickets), and special-status wildlife species. A primary project challenge was constructing the bridge within the limited four-month window (June 15 to October 15) allowing for work to be performed within the river channel.

Additionally, the project had many project stakeholders including the County, City of Hollister, Caltrans, CDFW, NMFS, USFWS, USACE, RWQCB, utility companies, and local residents. Therefore, the key to the timely completion of this project was anticipating and proactively resolving construction and coordination challenges before they turned into delays. MNS provided construction management services, including construction inspection, office engineering, and SWPPP.

■ 2022 APWA Monterey Bay Chapter Project of the Year



## US 101 Corridor Improvements 4B

**Client** Caltrans District 59/5

**Reference** Jason Kline, Senior Construction Engineer  
805.698.2393  
jason.kline@dot.ca.gov

**Contract Amount** \$5M

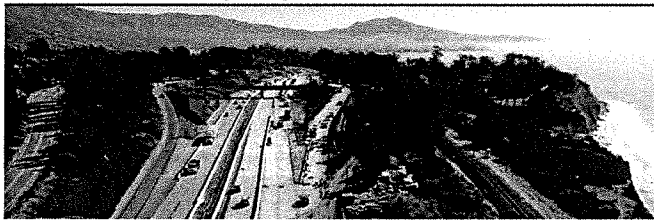
**Funding Source** Federally funded per LAPM (The project was funding by federal, state, and local funding conforming with all Federal Audit requirements)

**Date of Contract** 2007

**Date of Completion** Current

**MNS Project Manager** Greg Chelini, PE, Project Manager  
805.896.9474 Mobile, gchelini@mnsengineers.com

**Project Elements** Cast-in-place and post-tensioned box girder bridge  
Cast-in-steel-shell concrete piles  
Concrete barrier railing  
Environmental components  
High-occupancy vehicle corridor  
Metal beam guard rails  
Piles  
Pre-stressed/pre-case girder bridges  
Reinforced box culverts  
Reinforced concrete pavement  
Retaining walls  
Signals and lighting  
Sound walls  
Traffic control  
Utility realignments



This \$151M Caltrans project is along a 4.4-mile stretch of US 101 between the City of Carpinteria and the City of Summerland and joins the 4A project to the 4C project. 4B is another segment of the high-occupancy vehicle (HOV) Corridor Improvement project.

Structure construction elements include a single span CIP/post-tensioned box girder bridge with a circular soffit founded on driven PC/PS concrete piles, a single-span PC/PS box girder bridge founded on driven precast/prestressed (PC/PS) concrete piles, a single-span PC/PS voided slab bridge founded on 30-inch CIDH piles, several sign structures on CIDH foundations, thousands of feet of sound walls and retaining walls on CIDH foundations

and spread footings, and thousands of feet of "Montecito" type concrete barriers. Due to the proximity to Union Pacific Railroad (UPRR) tracks, extensive coordination and flagging was required during construction activities. This project included the construction of three bridges approximately 125 feet, 90 feet, and 60 feet.

Challenges or complexities include:

- Bridge work occurred near UPRR facilities with potential to foul the tracks requiring extensive railroad coordination and flagging operations.
- Bridge work in flowing creek, wet pile and shoring conditions necessitated extensive dewatering, a diversion system was implemented to divert the flow of running creek though jobsite, and daily water pH and turbidity monitoring was required due to dewatering operations.
- Conforming with a multitude of regulatory permits. The project was in a highly sensitive endangered species habitat requiring the relocation of over 20,000 tide water gobies over the life of the project.

Additional Information

**Change Orders:** As of December 2023, construction contractor change orders negotiated and approved: Over 70 change orders negotiated and approved resulting in no major claims.

**Regulatory Permits Obtained:** USACE; County of Santa Barbara CDP; Central Coast RWQCB; and CDFW

**Project Documentation and file Management System Used:** Caltrans category filing system



## Bello Street Bridge Replacement Project

**Client** City of Pismo Beach

Chad Stoehr, PE  
Senior Transportation Engineer  
Caltrans (formerly City of Pismo Beach City Engineer)  
805.235.5244  
chad.stoehr@dot.ca.gov

**Reference**

**Contract Amount** \$855K

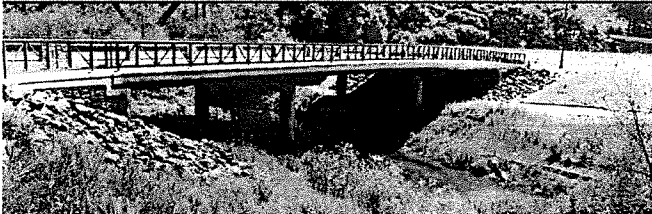
**Funding Source** Federally funded per LAPM

**Date of Contract** 2020

**Date of Completion** 2022

**MNS Project Manager** Aaron Hilton, PE, QSD/QSP, Project Manager  
805.279.6864 Mobile, ahilton@mnsengineers.com

**Project Elements** Prestressed flat slab bridge  
Class 1 bike path  
CIDH concrete piles  
Architectural treatment  
Potable water line  
Sewer force main  
Pedestrian railing  
HMA



This project replaced the existing Pismo Creek Bridge, located near the intersection of Bello Street and Frady Lane just north of the City of Pismo Beach Maintenance Yard. The existing steel truss bridge was constructed in 1912 and is historically significant. Due to the project location over Pismo Creek, the timing for construction was governed by the environmental permits. The work in the creek, including the installation of the temporary creek diversion, was within a very restricted work window. If the required work in the creek was not completed by the designated date, the temporary creek diversion would have been removed from the creek (and the creek restored to its original flow condition) and reinstalled in the following year.

Due to the environmentally and culturally sensitive area, MNS provided environmental monitoring, which was coordinated with the contractor's actual work within the creek. The bridge replacement consisted of constructing a widened three-span, pre-stressed flat slab bridge to accommodate two 12-foot lanes of vehicular traffic and a 12-foot-wide Class 1 bike path; the bridge was constructed on a similar horizontal alignment to the existing bridge but with a raised vertical alignment. The bridge superstructure is supported by seat type abutments and concrete pier caps. Abutments No. 1 and 4 are founded on 30-inch and 60-inch-diameter CIDH concrete piles, respectively, with the 36-inch-diameter concrete pier columns being supported by 60-inch-diameter CIDH concrete piles. Additional features include architectural treatment at the abutments and wingwalls; rock slope protection at both abutments; installation of a 6-inch potable water line and 4-inch sewer force main inside the new flat slab bridge; a 10-inch gas line installed along the easterly edge of deck; Type 836 concrete barrier; and steel pedestrian railing placed along the west side of the bridge. The project also replaced approximately 600 feet of adjacent Type A HMA roadway and constructed a Class 2 aggregate base trail under span three of the new bridge. During construction, the Pismo Creek Bridge was out of service to through traffic.



**TABLE 1.**  
**Additional Project Experience**

|                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                   |         | PROJECT ELEMENTS ●   |                     |                 |                     |                       |                          |                  |                 |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------------------|---------------------|-----------------|---------------------|-----------------------|--------------------------|------------------|-----------------|
|                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                   |         | Roadway Improvements | Bridge Construction | Retaining Walls | Storm Damage Repair | Caltrans Coordination | Sidewalks/ADA Compliance | Drainage Systems | Federal Funding |
|                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                   |         | 1                    | 2                   | 3               | 4                   | 5                     | 6                        | 7                | 8               |
|                                                                                     | Project Title/Owner                                                                                                                                                                                                                                                                                                                                                               | Value   |                      |                     |                 |                     |                       |                          |                  |                 |
|    | Storm Damage Projects (200 storm damaged sites, which included 45 federally-funded repairs), County of Santa Cruz                                                                                                                                                                                                                                                                 | Various | ●                    | ●                   | ●               | ●                   | ●                     | ●                        | ●                | ●               |
|    | Hazardous Tree Removal Project, Phases 2 and 3 (FEMA funded removal of fire damaged trees), County of Sonoma                                                                                                                                                                                                                                                                      | \$3.8M  |                      |                     |                 | ●                   | ●                     |                          |                  | ●               |
|    | Various North County Road Rehabilitation Projects, County of San Luis Obispo                                                                                                                                                                                                                                                                                                      | \$3M    | ●                    |                     |                 |                     | ●                     | ●                        | ●                |                 |
|    | Annual Street Rehabilitation and Concrete Repair Projects, City of Buellton                                                                                                                                                                                                                                                                                                       | Various | ●                    |                     | ●               |                     | ●                     | ●                        | ●                |                 |
|   | Geneseo Road Bridge, County of San Luis Obispo                                                                                                                                                                                                                                                                                                                                    | \$2.4M  | ●                    | ●                   | ●               |                     | ●                     | ●                        | ●                | ●               |
|  | On-Call Construction Engineering and Inspection Services, Caltrans District 5                                                                                                                                                                                                                                                                                                     | Various | ●                    | ●                   | ●               | ●                   | ●                     | ●                        | ●                | ●               |
|  | On-Call Construction Engineering and Inspection Services: Various Emergency Storm Damage Slope and Highway Repairs, Caltrans<br>ACEC Transportation Merit Award (Pitkins Curve)<br>TAMC Transportation Excellence Award (Rocky Creek Landslide Restoration)                                                                                                                       | Various | ●                    | ●                   | ●               | ●                   | ●                     | ●                        | ●                | ●               |
|  | Hollister Avenue Class I Bike Path and Pedestrian Improvements, City of Goleta, CA<br>National Engineers Week Santa Barbara County Project of Year Award<br>APWA Santa Barbara-Ventura Santa Barbara County Project of Year Award<br>APWA Central Coast Project of the Year, Transportation <\$5M<br>ASCE Los Angeles Section, LA Section Bikeways and Trails Project of the Year | \$5M    | ●                    |                     |                 |                     | ●                     | ●                        | ●                | ●               |


**TABLE 1.**
**Additional Project Experience**

|                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                             |         | PROJECT ELEMENTS ●   |                     |                 |                     |                       |                          |                  |                 |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------------------|---------------------|-----------------|---------------------|-----------------------|--------------------------|------------------|-----------------|
|                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                             |         | Roadway Improvements | Bridge Construction | Retaining Walls | Storm Damage Repair | Caltrans Coordination | Sidewalks/ADA Compliance | Drainage Systems | Federal Funding |
| Project Title/Owner                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                             | Value   | 1                    | 2                   | 3               | 4                   | 5                     | 6                        | 7                | 8               |
|    | Various Roadway and Drainage Projects, City of Goleta                                                                                                                                                                                                                                                                                                                                                       | Various | ●                    | ●                   | ●               | ●                   | ●                     | ●                        | ●                | ●               |
|    | State Route 154 Operation Improvements, Group II, Santa Barbara County Association of Governments                                                                                                                                                                                                                                                                                                           | \$6.5M  | ●                    |                     | ●               |                     | ●                     |                          | ●                | ●               |
|    | Various Street Repair and Rehabilitation Projects, City of Arroyo Grande                                                                                                                                                                                                                                                                                                                                    | Various | ●                    |                     |                 |                     |                       | ●                        | ●                |                 |
|    | Elkhorn Road Emergency Storm Damage Repair, County of Monterey                                                                                                                                                                                                                                                                                                                                              | \$1M    | ●                    |                     |                 | ●                   |                       | ●                        | ●                | ●               |
|   | Blackie Road Emergency Storm Damage Repair, County of Monterey                                                                                                                                                                                                                                                                                                                                              | \$800K  | ●                    |                     |                 | ●                   |                       | ●                        | ●                | ●               |
|  | Mar Vista Storm Damage Slope Failure Emergency Repair, City of Monterey                                                                                                                                                                                                                                                                                                                                     | \$400K  | ●                    |                     |                 | ●                   |                       | ●                        | ●                |                 |
|  | Montecito Mudslide Emergency Services, Caltrans                                                                                                                                                                                                                                                                                                                                                             | \$22M   | ●                    | ●                   |                 | ●                   | ●                     | ●                        | ●                | ●               |
|  | Pfeiffer Canyon Bridge Replacement, Caltrans<br>APWA Monterey Bay Chapter Project of the Year<br>AASHTO Best Use of Technology & Innovation<br>APWA National Project of the Year, Disaster or Emergency Construction/Repair <\$25M<br>Caltrans Excellence in Partnering Award<br>TAMC Transportation Excellence Award<br>CTF Special Recognition<br>Caltrans Excellence in Transportation, Major Structures | \$24M   | ●                    | ●                   | ●               | ●                   | ●                     | ●                        | ●                | ●               |
|  | Nacimiento Lake Drive Bridge, County of Monterey                                                                                                                                                                                                                                                                                                                                                            | \$5.6M  | ●                    | ●                   | ●               |                     |                       |                          | ●                | ●               |





**TABLE 1.**  
**Additional Project Experience**

| TABLE 1.<br>Additional Project Experience                                         |                                                                                                                                                   |         | PROJECT ELEMENTS     |                     |                 |                     |                       |                          |                  |                 |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|---------|----------------------|---------------------|-----------------|---------------------|-----------------------|--------------------------|------------------|-----------------|
|                                                                                   |                                                                                                                                                   |         | Roadway Improvements | Bridge Construction | Retaining Walls | Storm Damage Repair | Caltrans Coordination | Sidewalks/ADA Compliance | Drainage Systems | Federal Funding |
|                                                                                   | Project Title/Owner                                                                                                                               | Value   | 1                    | 2                   | 3               | 4                   | 5                     | 6                        | 7                | 8               |
|  | Bradley Road Bridge Scour Repair, County of Monterey                                                                                              | \$4.6M  |                      |                     |                 |                     |                       |                          |                  |                 |
|  | Laguna Seca Raceway Start/Finish Bridge Replacement and Track Overlay, County of Monterey<br>Project of the Year, APWA Monterey Bay Chapter, 2023 | \$16.2M |                      |                     |                 |                     |                       |                          |                  |                 |
|  | On-Call Construction Management and Inspection Services, County of Santa Barbara                                                                  | Various |                      |                     |                 |                     |                       |                          |                  |                 |

## Project Understanding

MNS understands the County of Santa Barbara is inviting qualified consulting firms to submit a proposal for Indefinite Delivery-Indefinite Quantity "As-Needed" Construction Management Services. In general, required services shall consist of various construction management services related to the County's Capital Improvement Plan or other County projects to ensure projects are constructed in accordance with the contract documents and County requirements. The County's projects are a mixture local, state and/or, federal funding sources. To meet the demands and due to limited staffing availability during periods of emergency response and high workload on projects with funding deadlines, the County will need construction engineering services by consultants to perform Resident Engineer duties including, but not limited to, field inspections, preparation of estimates, and quantity calculations in the construction phase of their projects. Therefore, to assist the County in its transportation project delivery goals, the selected consultants will perform as-needed construction engineering services under project specific task orders.

The projects will arise from within the three County Maintenance Divisions, Santa Maria, Lompoc, and Santa Barbara. The county plans to award three separate contracts to the top three firms, then assign each to a separate Maintenance Division. When a project arises, the assigned firm for that division will be automatically

selected and sent a formal draft task order outlining the required work to be performed. If a project is countywide or within two Maintenance Divisions, the award of the assignment will be made through a mini-RFP process.

The selected firm will provide construction engineering services as needed for various projects including, but not limited to, emergency repair and permanent disaster restoration projects, culvert replacements, annual roadway maintenance paving and re-surfacing, embankment construction, retaining walls, sidewalks, bridge retrofits and replacements, and road realignments in the County-maintained road system. Services include, but are not limited to, constructability review, field inspection, preparation of contract change orders, construction surveys, foundation report verifications, measurement and computation of quantities, coordinating and tracking the testing of construction materials, checking of shop drawings, preparation of estimates, reports, and other inspection activities necessary to ensure that construction is being performed in accordance with the plans and specifications. Field work may entail long hours and night work. Working in remote areas of the County is expected.

The maximum aggregate amount for the three contracts is \$7,750,000. The duration of the contracts will be three years with the potential to be extended an additional two years.





## MNS Approach

The MNS project management approach provides 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 for any anticipated project. Based on our on-call contracts completed for the County and with other agencies, we have divided our approach to managing this contract and associated task orders into four phases:

- Contract Set-Up and Project Scoping
- Staffing Implementation
- Quality Assurance and Cost Control
- Reporting/Invoicing

### Contract Set-Up and Project Scoping

As part of Contract Set-Up, one of the first actions upon selection is meeting with the County's Contract Manager to 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 Project Manager will prepare a detailed scope of services for each assigned Task Order based upon the following:

- Our understanding of the project
- Information supplied by the County at the preliminary scoping meeting
- Our evaluation of the project site and services required
- Lessons learned from previous projects

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 Contract Manager on a consistent basis in order to gain a better understanding of the type of construction projects and potential staffing needs of the County well in advance of the anticipated construction 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

staffing/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 Assurance and Cost 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 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 Project Manager will prepare our Quality Control Plan for the contract, and obtain approval from the County Contract Manager. The program will include procedures to ensure quality and timely services; provide accurate documentation, calculations, and reports; and perform services in a professional manner. The Project Manager will monitor and oversee each individual project staffing need throughout the contract to ensure the overall quality of service for the project and the County are being met. Implementation of this system has resulted in all MNS-managed construction projects successfully passing federal and state audits for funding reimbursement and timely closeout with project agencies.

MNS uses Construction Management Information System (CMIS) for document control on all of our projects, so there will be no learning curve when working with the County's CMIS system. MNS regularly trains our employees on CMIS procedures to ensure they are up to date and ready to fully implement this system. This also allows for our QA manager to quickly monitor our projects for compliance in real time by logging in and spot checking files.

A few of the areas checked for completeness and accuracy as part of the reviews include:

- Project daily reports
- Contract Change Order (CCO), Request for Information (RFI), submittal, and material logs
- Certificates of compliance
- Pay quantities
- Project schedule and costs
- Labor compliance
- Correspondence



MNS also utilizes the lessons learned process to improve performance. Lessons learned is the learning gained from the process of performing the project. We all learn from our own project experiences as well as the experiences of others. MNS team members participate in lessons learned sessions, review the lessons learned reports, and make decisions on how to use the knowledge gained to improve future projects and future stages of current projects.

### **Cost and Schedule Control**

Cost and schedule control are ongoing tasks throughout the life of the project. Schedule and costs will be carefully managed to contain expenditures within the project budget. MNS aggressively pursues cost-savings measures and seeks to identify and implement cost reducing opportunities throughout the project.

A few methods to assist with increasing construction efficiency, adhering to the schedule, and minimizing costs include:

- Understanding and being familiar with the project, permits, and challenges prior to commencing the project
- Scheduling review and maintenance
- Anticipating potential areas/items that may cause time and cost impacts and address them early
- Providing clear and simple procedures for addressing problems/change
- Tracking quantities and change order work
- Clear communication with project stakeholders

A properly developed, implemented, and maintained schedule is a critical management tool; and the key to a successfully implemented schedule is the development of an accurate, detailed, and realistic baseline schedule. The MNS Resident Engineer will review the contractor's baseline schedule to ensure it is accurate and reasonable. The contractor's actual progress will be documented on a daily basis and will be reviewed at the weekly meetings. The contractor's three-week-look-ahead schedule will be compared with the work plan on the baseline schedule to ensure the contractor continues to use the record schedule as a management tool.

The project's document control system, CMIS, will track and monitor the actual construction costs on a project. The tracking of contract item payments and quantities is incorporated into the progress payment. Contract change

order payments, extra work, supplemental work, and item overruns and underruns will also be tracked.

MNS will work closely with the County's Project Manager, the Design Engineer, and the contractor to resolve all change orders and/or disputes at the lowest level in an effort to minimize escalation of cost and schedule impacts to the project.

### **Reporting/Invoicing**

The MNS Project Manager 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 schedules and budgets will be accurately tracked, and detailed cost and budget information will be clearly provided to the County's Contract Manager in the form of a workplan at intervals (monthly or bi-weekly) determined by the County. If any events on the construction contract arise that could affect our budget, these will be discussed immediately.

Our Contract/Project Manager, **Aaron Hilton, PE, QSP/ QSP**, will serve as Contract Manager and as the primary contact for the County. Upon receipt of the Task Order RFP, Aaron will determine the best team members appropriate for the project at hand. The following list provides a general overview of roles and responsibilities, accountability, and lines of authority.

### **Project/Contract Manager**

- Responsible for overall project delivery
- Communicate and coordinate with all project stakeholders
- Manage field CM services
- Review CM staffing/budget
- Oversee establishment and maintenance of project files
- Change order oversight
- Claims avoidance, review, and resolution
- Safety monitoring
- Project quality assurance and CM team quality control
- Technical support



### **Resident Engineer**

- Ensure compliance with the plans, specifications, and permits
- Safety monitoring
- Communications and coordination with all project stakeholders, including agency, Design Engineer, utilities, and contractor
- Chair pre-construction, weekly, and special meetings
- Coordinate with utility companies
- Coordinate with agencies and special districts
- Conflict/issue identification
- Manage daily construction activities
- Schedule and cost control
- Maintain project files
- Review shop drawings
- Review submittals/RFIs/CCOs
- Change order negotiation and processing
- Claims avoidance, review, and resolution
- Coordinate construction material testing and surveying
- Maintain public relations
- Perform final inspection and recommend acceptance
- Quality assurance

### **Structure Representative**

- Safety compliance
- Shoring and falsework (FW) review
- P/S shop drawing review
- Concrete mix design review
- Post tensioning
- Pile placement plan review
- Bridge contour sheet
- Conflict/issue identification
- Daily inspection reports
- Quantity verification
- Structure Line and grade control
- Material and equipment verification/certification
- Structure-related CCO review
- Monthly estimate calculation sheets for all items and CCOs
- Field coordination
- Prepare punch list for final inspection

### **Construction Inspector**

- Field inspection
- Safety, SWPPP, permit compliance
- Photograph documentation
- Quality assurance
- Conflict/issue identification
- Daily inspection reports
- Schedule construction material testing
- Quantity verification
- Line and grade control
- Material and equipment verification/certification
- Extra work and CCO diaries
- Quantities and calculation sheets for all items and CCOs
- Maintain and update as-builts
- Field coordination with contractors, utilities, and public
- Prepare punch list for final inspection

### **Construction Administration/Office Engineer**

- Manage project filing system
- Documentation/submittal/CCO/RFI control
- Traffic updates
- Maintain photograph files
- Progress estimates and reports
- Process all documents including RFIs, submittals, change orders, etc.
- Assist CM in preparing weekly agendas and minutes of meetings
- Distribute meeting minutes
- Maintain logs
- Review material certifications
- Labor compliance monitoring
- Field office management
- Tracking project costs

### **Project Scope**

Our straightforward approach to construction management and inspection focuses on project efficiency and fulfilling all agency budget, schedule, and documentation requirements. Our construction management scope of work will be in accordance with the scope of work outlined in the RFP as well as individual task orders and can be categorized into three separate tasks:



- Pre-Construction Phase
- Construction Phase
- Post-Construction Phase

Our typical approach to providing this scope of services is outlined as follows:

## **TASK 1 Pre-Construction Phase**

### **TASK 1.1 Project Set-Up/Kick-Off Meeting**

The MNS Project Manager and Resident Engineer will meet with the County Project Manager to review the following:

- Establish clear protocols and understanding of specific forms such as CCOs and RFIs, reports, invoicing processes, schedule, expectations for the contract including design features, levels of authorization, and inspection needs
- Review project administration requirements to ensure consistency with the special funding administration procedures, such as the Caltrans LAPM for federally funded projects
- Establish a dispute resolution protocol
- Lessons learned from previous projects

### **TASK 1.2 Project Review**

MNS will study the site prior to construction and thoroughly review the project documents (e.g. plans, specifications, utility agreements, permits, soils reports, etc.) to understand the project and the various limitations that may apply.

### **TASK 1.3 Constructability Review**

If requested by the County, MNS will perform a constructability review of the plans, specifications, and contract documents affecting the project constructability. During the constructability review, we will look to identify potential coordination issues, missing details, and potential constraints or conflicts. A field reconnaissance will be conducted as part of the constructability review to determine actual site conditions and their consistency with the plans, specifications, and contract documents. Upon completion, MNS will provide a constructability report to the County's Contract Manager that outlines comments and recommendations. MNS will utilize a

constructability review checklist as a guide in reviewing project documents.

### **TASK 1.4 Bid Assistance (if needed)**

MNS will be available to provide the following services as needed during the bid period:

- Attend and assist the County with the pre-bid conference if necessary
- Assist the County and Design Engineer with response to bidder inquiries
- Assist the County and Design Engineer with the preparation of any project addenda as needed
- Assist the County with the bid opening and evaluation of all bid packages

### **TASK 1.5 Pre-Job Coordination and Project Set-Up**

MNS will work with the County to implement CMIS to its full capability. We have administered numerous projects both for the County and other local agencies through CMIS and have been successful in complying with Caltrans and LAPM procedures within the CMIS system.

At this time, MNS will develop a list of anticipated submittals with milestones required by the contractor. We will also contact the project stakeholders and the various utility companies to establish a working relationship and expectations throughout the project. A key part of the project set-up is taking pre-construction photos and/or video to document the existing conditions of the site.

MNS will work with the County to set up CMIS within the County's system to ensure all of the appropriate project stakeholders have the access they need. We will ensure all MNS staff have the access required by their role.

### **TASK 1.6 Pre-Construction Conference**

MNS will coordinate and lead a pre-construction meeting to discuss the hierarchy of both the construction management team and the contractor and to establish the protocol used throughout the project. The following parties are typically invited: selected contractor, County staff, utility companies, and others involved with the project.



The meeting will highlight the contractor's responsibility for items such as:

- Order of work/utilities
- Safety/traffic control/access
- Pay methods/progress pay requests
- Labor compliance/certified payroll
- Submittals/RFIs/CCOs
- Permit and environmental agreements/SWPPP
- Quality control/materials certification
- Schedule updates/weekly meeting

MNS will prepare and distribute an agenda and meeting minutes.

## **TASK 2 Construction Phase**

### **TASK 2.1 Construction Administration**

MNS will implement the project administration system discussed in Task 1.5, which will conform to the Caltrans LAPM and contain a system for organizing files to assist in documenting materials testing results and in tracking the following: correspondence and agreements, submittals, RFIs, CCOs and extra work bills, progress payments, daily diaries, labor compliance including Certified Payrolls, employee interviews, progress schedule/ Weekly Statement of Working Days (WSWDs), progress pay estimates and quantities, potential claims, safety and traffic control, permit agreements, weekly meetings agenda and minutes, quality control records, and material certifications. MNS will utilize CMIS to track and file all documents for the project including correspondence. The project-specific construction files will be established and maintained within CMIS and the authorized County staff will have access to view the files throughout the life of the project.

### **TASK 2.2 Construction Coordination and Communication**

The Resident Engineer will act as the County's Representative in charge of project communication and coordination with the construction management team, County staff, Caltrans, the Design Engineer, businesses, utility companies, and the contractor throughout the construction phase. The Resident Engineer will provide constant communication with the County's Contract Manager and keep the County informed of all activities and

concerns on the project. The project's Office Engineer and Inspectors will assist the Resident Engineer in the field.

**Construction Coordination Meetings.** To facilitate and maintain communication, we will hold weekly construction meetings with the contractor to discuss the progress of the work and address any outstanding or anticipated issues. Specialty meetings such as utility, traffic control, and pre-paving will be held to address project-specific work elements as required. The contractor's three-week-look-ahead schedule will be reviewed and discussed during each weekly meeting. Meeting minutes will be distributed to all attendees.

### **TASK 2.3 Schedule Review**

MNS will perform a preliminary review of the contractor's baseline schedule to verify all project milestones are accounted for and the schedule includes adequate data to present a clear picture of sequencing the various work items to support a logical project completion date. Requiring a clear and detailed schedule, along with subsequent monthly updates, will be a valuable tool during the life of the project to monitor contract progress and potential delays.

Time Impact Analysis, logic ties, duration, and proposed constraints will be reviewed as well as determining impacts, if any, to the critical path or contract progress, including remedial measures and recovery schedule to maintain the progress in the schedule. Construction progress will be monitored daily and MNS will work with the contractor to facilitate recovery of any schedule slip. MNS will take the lead in negotiating time extensions due to CCOs and other delays. The Resident Engineer will also require a three-week-look-ahead schedule from the contractor, which will be reviewed at the Weekly Project Meetings. The contractor will be issued a WSWD to document the progress of the work.

### **TASK 2.4 Cost Control**

Costs will be carefully managed to contain expenditures within the available budget. The project's document control system will be used to track and monitor the actual construction costs on a project. The tracking of contract item payments and quantities will be incorporated into the progress payment spreadsheet. Contract change order payments, extra work, supplemental work, and item



overruns and underruns will also be tracked. The project contingency balance will be verified as part of the monthly progress pay estimate review and submittal.

#### **TASK 2.5** Submittals/RFIs

The timely review of submittals and RFIs is critical to project construction. The document control system will include logs for tracking both submittals and RFIs. All submittals and RFIs will be logged and distributed as necessary. MNS will monitor the log to verify responses are submitted in a timely manner and will coordinate with the Design Engineer to ensure the RFIs and submittals are answered and returned within the required time frame.

#### **TASK 2.6** Quality Calculations and Progress Estimate

MNS understands the importance of providing adequate backup information to support costs paid to the contractor. The MNS team will prepare accurate and complete quantity calculations (Q-sheets) for each contract item and each progress pay estimate. The Resident Engineer will review the contractor's monthly pay request against the Inspector's Q-sheets before recommending payment approval to the County. Extra work and supplemental work costs will be tracked and compared against the authorized change order amounts.

#### **TASK 2.7** CCOs and Potential Claims

Prior to beginning any contract work, MNS will coordinate with the County to define the preferred contract change order process. The MNS team will be proactive in identifying actual and potential problems and notifying the Resident Engineer immediately, who will:

- Determine the validity and justification for all CCOs
- Perform independent cost estimate and negotiate costs with the contractor
- Consult with the County on all change orders
- Process CCOs and track costs against contingency balance
- Track and log all CCOs

Our objective is to resolve any potential claim at the job level before it becomes an actual claim. Potential claims submitted by the contractor will be acted on in a timely manner in accordance with the contract documents,

County procedures, and Caltrans LAPM. The Resident Engineer will review all potential claims and resolve disputes in the most cost effective and fair manner.

#### **TASK 2.8** Construction Inspection

MNS approaches inspection with the understanding we serve as an extension of the County to ensure the contractor provides a quality product meeting the plans and specifications. The Inspector's responsibilities include:

- **Quality Assurance.** Inspect all work to ensure it meets the requirements and quality of work outlined in the contract documents; any deficient work will be rejected
- **Daily Inspection Diaries/Documentation.** Provide an accurate description of the work, labor and equipment, safety issues, quantities, and weather conditions. Inspector will collect labor compliance reviews, material verifications, and prepare quantity calculation sheets
- **Coordination.** Coordinate utility work, materials testing, and construction survey
- **Permit/SWPPP Compliance.** Monitor work for compliance with project permits and SWPPP
- **Traffic Control.** Review traffic control for compliance per MUTCD and is performed in a safe manner. Ensure access for bicycle, pedestrian, and vehicles for each construction stage
- **ADA/Temporary Pedestrian Access.** Ensure contractor provides and maintains temporary pedestrian access; ADA compliance for curb ramps, sidewalks, and driveway approaches
- **Photo Record Maintenance.** Document pre-construction conditions and regularly photograph construction activity/progress
- **Verification of Material.** Verify materials conform to project specifications and approved submittals
- **As-Built Drawings.** Ensure as-built drawings will be maintained and reviewed for accuracy

#### **TASK 2.9** Permit Management

MNS will monitor the work for compliance with the various permit requirements. Our team includes certified Qualified SWPPP Practitioner (QSP) and Qualified SWPPP



Developer (QSD) staff to ensure the project's compliance with the approved SWPPP and Water Pollution Control Board permit. MNS Inspectors will provide focused attention to dust control, prevention of sediment tracking onto the roadway, and site maintenance.

#### **TASK 2.10 Safety**

Safely performing all work and operations is imperative and must remain consistent with the following guidelines and regulations: Cal/OSHA, Department of Industrial Relations Construction Safety Orders and the contractor's Code of Safe Practices, governing codes and regulations, and contract documents. MNS field staff will review the site for safe working practices and notify the contractor of any unsafe conditions and verify the safety concerns have been properly addressed.

#### **TASK 2.11 Public Relations**

MNS understands the importance of public relations and public awareness for construction projects and realizes most public works projects directly impact neighboring properties and the traveling public. MNS will act as a liaison between the County and the public, respond to questions and complaints from the public and other agencies regarding construction activities, and be available for public meetings. The Resident Engineer will act as the primary liaison.

#### **TASK 2.12 Materials Testing**

The Resident Engineer will be responsible for coordinating with the County's material testing laboratory to schedule all required quality assurance testing. If required by the task order, MNS will develop and provide a comprehensive project-specific testing plan that meets the requirement of the County's Quality Assurance Program (QAP). Sampling and testing activities will be conducted in accordance with the contract documents and approved procedures and will be performed in accordance with the County's QAP.

#### **TASK 2.13 Construction Surveying**

MNS will coordinate with the County's survey team to ensure timely and complete construction staking. We will meet with the surveyors prior to construction, if needed, to review protocols and assure they have all the information needed to perform their tasks. At the pre-construction

conference, the contractor will be informed of the requirements and responsibilities regarding construction staking.

MNS has the ability to provide construction survey as-needed if the task order requires this service.

### **TASK 3 Post-Construction Phase**

#### **TASK 3.1 Project Closeout**

The Resident Engineer will maintain an up-to-date set of as-built plans, quantities, CCO costs, and general record-keeping throughout the project's construction in order to expedite and ensure accuracy of final documents and reports. Closeout items include:

- **Record Drawings.** MNS will maintain a field set of as-built drawings to ensure the contractor's copy is complete. Upon completion, the final set of record drawings will be reviewed by the Resident Engineer and submitted through the County's Project Manager to the Design Engineer for final processing.
- **Final Inspection and Punch List.** The Resident Engineer will develop a punch list for the work performed, notify the contractor, and re-inspect the completed work. A final walkthrough of the project will be scheduled with the County, Caltrans (if in Caltrans R/W), and any other party the County may wish to attend.
- **Acceptance and Final Report.** The Resident Engineer will evaluate the contractor's completion of work and make a final acceptance recommendation to the County. The proposed final estimate will be prepared and submitted to the contractor for review and acceptance. MNS will submit the Notice of Completion, project files, and the Final Reports and Material Certifications in accordance with the County's requirements and Chapter 17 of the Caltrans LAPM.
- **Other Project Closeout Support.** If there are any project claims, the MNS construction management team will assist the County staff with claims avoidance, prepare supporting documents in response to the claim, and negotiate a potential settlement if necessary. The Resident Engineer will participate in any external audits of the project records. In addition, the MNS team will assist the County staff with closeout of permits and agreements if requested.

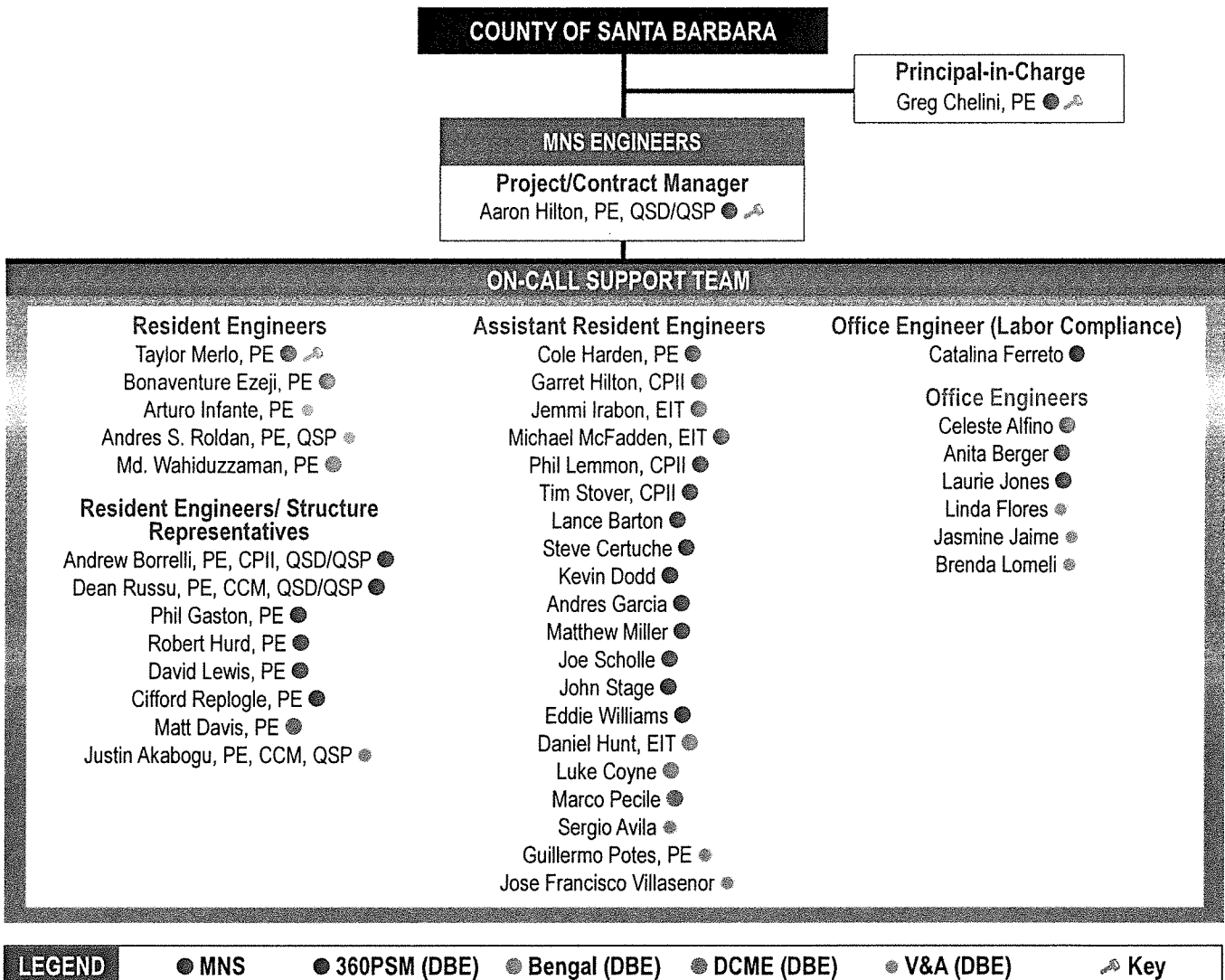


# 3

## Section 3. Contractor Staff

### Professional and Qualified Team

The key to a successful project is a highly qualified and well-managed team. We offer the County a cohesive, talented team of licensed and certified professionals, while keeping key objectives of quality service and project deliverables, time and budget efficiency, adherence to quality assurance standards, constant communication, and application of technical and practical expertise. Our key team members are committed for the duration of this project. MNS understands we will work as an extension of the County staff.



Key team members are designated with this icon (🔑). Detailed resumes are provided in Appendix A.





## MNS Key Staff Qualifications

### Greg Chelini, PE

**Yrs  
Exp** 36

**Role** Principal-in-Charge

**License** Professional Civil Engineer, CA No. 48181

**Education** BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA



Mr. Chelini has over 36 years of construction management and project management experience working for public agencies. Prior to MNS, Greg worked 12 years for the California Department of Transportation (Caltrans). His extensive work experience makes him highly qualified for supervising staff on concurrent projects; administrating multiple projects; supporting field staff; providing project team quality control; applying value engineering concepts to projects; consulting with various project players to facilitate efficient job progress and maintaining project integrity; coordinating with public agencies; and maintaining project schedule and budget.

### Aaron Hilton, PE, QSD/QSP

**Yrs  
Exp** 35

**Role** Contract/Project Manager

**License** Professional Civil Engineer, CA No. 75698

**Certifications** Qualified SWPPP Developer/Practitioner, CA No. 20698  
OSHA Authorized Construction Trainer  
31-021000053  
10-hour Construction Safety, Cal/OSHA  
Confined Space Awareness  
Radiation Safety Officer  
ProCPR Adult CPR/AED and First Aid Certificate,  
No. 15982999726288  
ACI Concrete Field Testing Technician-Grade 1, No. 01036136

**Education** BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA



Mr. Hilton will be responsible for overall project oversight and quality control. Aaron will manage the MNS team during construction—focusing on budget, schedule, and technical oversight.

He will serve as the central communication point for the County and support the CM team. Aaron will continually monitor projects to ensure the MNS team delivers quality

products in compliance with the contract documents and administration requirements. Aaron has significant experience in construction management for transportation projects including interchange, road, and bridge projects. He has worked with many different agencies at the city, county, and state level within the Central Coast including Santa Barbara County, and has significant experience administering projects in accordance with County standards and per the Caltrans Construction Manual.

### Taylor Merlo, PE

**Yrs  
Exp** 11

**Role** Resident Engineer

**License** Professional Civil Engineer, CA No. 87349

**Certifications** 10-hour Construction Safety, Cal/OSHA  
Concrete Field Testing Technician, Grade 1,  
ACI No. 01380996  
Confined Space Awareness  
Defensive Driving  
ProCPR Adult CPR/AED and First Aid Certificate,  
No. 162801729592967  
ACI Concrete Field-Testing Technician, Grade I,  
No. 01380996

**Education** BS, Civil Engineering, University of Southern California, CA



Mr. Merlo is a highly skilled Resident Engineer with an impressive track record of over ten years in the industry. Taylor's expertise lies in overseeing and managing roadway and utility

improvement projects, making him an invaluable asset to any team. Throughout his career, he has gained extensive experience in various aspects of construction, including on-site inspection and coordination for bridges, roadways, and waterline projects. He possesses a deep understanding of Caltrans and Greenbook specifications, ensuring all projects adhere to the highest standards. In addition to his technical knowledge, Taylor excels at coordinating with multiple agencies and utilities involved in construction projects. This ability allows for seamless collaboration between different stakeholders, resulting in efficient project execution.



## Professional and Qualified Team

The key to a successful project is a highly qualified and well-managed team. We are confident we have the best, reputable team to provide the County with quality services to effectively design, manage, and control this project. Our team was assembled to meet all the specific elements and needs for the project.

We work with the following 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

**TABLE 2.**  
**Additional Team Members**

| Staff/Role                                                                                                                                                                | Credentials                                                                                                                                                                                                                                                                                                                                                                    | Yrs Exp   | Firm |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------|
|  <b>Bonaventure Ezeji, PE</b><br>Resident Engineer                                       | <ul style="list-style-type: none"> <li>• Professional Civil Engineer, CA No. 54107</li> <li>• MS, Construction Management, California State University, East Bay, Hayward, CA</li> <li>• BS, Civil Engineering, University of District of Columbia, Washington, DC</li> </ul>                                                                                                  | <b>33</b> | MNS  |
|  <b>Andrew Borrelli, PE, CPEI, QSD/QSP</b><br>Resident Engineer/Structure Representative | <ul style="list-style-type: none"> <li>• Professional Civil Engineer, CA No. 75700</li> <li>• BS, Civil Engineering, minor in Construction Management, California Polytechnic State University, San Luis Obispo, CA</li> </ul>                                                                                                                                                 | <b>19</b> | MNS  |
|  <b>Dean Russu, PE, CCM, QSD/QSP</b><br>Resident Engineer/Structure Representative      | <ul style="list-style-type: none"> <li>• Professional Civil Engineer, CA No. 56076</li> <li>• MS, Structural Engineering, Stanford University, CA</li> <li>• BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA</li> </ul>                                                                                                                    | <b>27</b> | MNS  |
|  <b>Phil Gaston, PE</b><br>Resident Engineer/Structure Representative                  | <ul style="list-style-type: none"> <li>• Professional Civil Engineer, CA No. 80205</li> <li>• BS, Civil Engineering, North Carolina State University, NC</li> <li>• University of North Carolina, Asheville, Political Science and 2+years of Engineering Curriculum</li> </ul>                                                                                                | <b>16</b> | MNS  |
|  <b>Robert Hurd, PE</b><br>Resident Engineer                                           | <ul style="list-style-type: none"> <li>• Professional Engineer, CA No. 51576</li> <li>• BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA</li> </ul>                                                                                                                                                                                         | <b>35</b> | MNS  |
|  <b>David Lewis, PE</b><br>Resident Engineer/Structure Representative                  | <ul style="list-style-type: none"> <li>• Professional Civil Engineer, CA No. 47531</li> <li>• BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA</li> </ul>                                                                                                                                                                                   | <b>35</b> | MNS  |
|  <b>Cliff Replogle, PE</b><br>Resident Engineer/Structure Representative               | <ul style="list-style-type: none"> <li>• Professional Civil Engineer, CA No. 59629</li> <li>• BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA</li> <li>• Resident Engineer, CALTRANS Academy</li> <li>• LA Metro Rail Safety Training</li> <li>• LA Metro Wayside Worker Protection Training</li> </ul>                                    | <b>28</b> | MNS  |
|  <b>Matt Davis, PE</b><br>Resident Engineer/Structure Representative                   | <ul style="list-style-type: none"> <li>• Professional Civil Engineer, CA No. 72848</li> <li>• BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA</li> </ul>                                                                                                                                                                                   | <b>30</b> | DCME |
|  <b>Justin Akabogu, PE, CCM, QSP</b><br>Resident Engineer/Structure Representative     | <ul style="list-style-type: none"> <li>• Professional Civil Engineer, CA No. 72437</li> <li>• Certified Construction Manager (CCM)</li> <li>• Qualified SWPP Practitioner (QSP)</li> <li>• BS, Civil Engineering, Institute of Management &amp; Technology (IMT), Nigeria</li> <li>• Graduate Diploma (Civil Engineering), Nnamdi Azikiwe University, Awka, Nigeria</li> </ul> | <b>20</b> | V&A  |

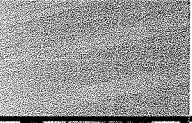


**TABLE 2.**  
**Additional Team Members**

| Staff/Role                                                                                                                                                | Credentials                                                                                                                                                                                                                                              | Yrs Exp   | Firm   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|
| <br><b>Arturo Infante, PE</b><br><b>Resident Engineer</b>                | <ul style="list-style-type: none"> <li>Professional Civil Engineer, CA No. 64749</li> <li>BS, Civil Engineering, California State University, Los Angeles, CA</li> </ul>                                                                                 | <b>23</b> | V&A    |
| <br><b>Andres S. Roldan, PE, QSP</b><br><b>Resident Engineer</b>         | <ul style="list-style-type: none"> <li>Professional Civil Engineer, CA No. 70274</li> <li>MS, Engineering Management, California State University, Northridge, CA</li> <li>BS, Civil Engineering, California State University, Northridge, CA</li> </ul> | <b>24</b> | V&A    |
| <br><b>Md. Wahiduzzaman, PE</b><br><b>Resident Engineer</b>              | <ul style="list-style-type: none"> <li>Professional Civil Engineer, CA No. 72848</li> <li>BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA</li> </ul>                                                                 | <b>33</b> | Bengal |
| <br><b>Cole Hardin, PE</b><br><b>Assistant Resident Engineer</b>         | <ul style="list-style-type: none"> <li>Professional Civil Engineer, CA No. 60759</li> <li>BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA</li> </ul>                                                                 | <b>28</b> | MNS    |
| <br><b>Garret Hilton, CPII</b><br><b>Assistant Resident Engineer</b>    | <ul style="list-style-type: none"> <li>Caltrans CTM 518, 533, 539, 540</li> <li>Concrete Field Testing Technician, ACI Grade 1</li> </ul>                                                                                                                | <b>35</b> | MNS    |
| <br><b>Chris Cooper, CPII</b><br><b>Assistant Resident Engineer</b>    | <ul style="list-style-type: none"> <li>Caltrans CTM 105, 125, 125AC, 125AGG, 125PCC, 201, 202, 216, 217, 226, 227, 231, 504, 518, 523, 533, 539, 540, 556, 577</li> <li>Concrete Field Testing Technician, ACI Grade 1</li> </ul>                        | <b>21</b> | MNS    |
| <br><b>Jemmi Irabon, EIT</b><br><b>Assistant Resident Engineer</b>     | <ul style="list-style-type: none"> <li>Engineer-in-Training, CA No. XE105534</li> <li>AA, Engineering, Santa Barbara City College</li> <li>Coursework, Civil Engineering, Adamson University, Philippines</li> </ul>                                     | <b>10</b> | MNS    |
| <br><b>Michael McFadden, EIT</b><br><b>Assistant Resident Engineer</b> | <ul style="list-style-type: none"> <li>Engineer-in-Training, CA No. 158994</li> <li>BS, Civil Engineering, San Diego State University, CA</li> <li>ACI Concrete Field Testing Technician-Grade 1, No. 02142961</li> </ul>                                | <b>15</b> | MNS    |
| <br><b>Phil Lemmon, CPII</b><br><b>Assistant Resident Engineer</b>     | <ul style="list-style-type: none"> <li>Nuclear testing gauge operator No. 059034</li> <li>Construction Safety Certification, CFR Title 29, Cal/OSHA</li> </ul>                                                                                           | <b>51</b> | MNS    |
| <br><b>Tim Stover, CPII</b><br><b>Assistant Resident Engineer</b>      | <ul style="list-style-type: none"> <li>ICC Certified Fire Inspector</li> <li>ICC Certified Residential Building Inspector</li> <li>Confined Space Awareness</li> </ul>                                                                                   | <b>28</b> | MNS    |
| <br><b>Lance Barton</b><br><b>Assistant Resident Engineer</b>          | <ul style="list-style-type: none"> <li>OSHA 10-Hour</li> <li>OSHA 30-Hour</li> </ul>                                                                                                                                                                     | <b>26</b> | MNS    |



**TABLE 2.**  
**Additional Team Members**

|                                                                                     | Staff/Role                                                | Credentials                                                                                                                                                                                                                                                                                                                                                           | Yrs Exp   | Firm   |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|
|    | <b>Steve Certuche</b><br>Assistant Resident Engineer      | <ul style="list-style-type: none"> <li>• OSHA 30-Hour</li> </ul>                                                                                                                                                                                                                                                                                                      | <b>28</b> | MNS    |
|    | <b>Kevin Dodd</b><br>Assistant Resident Engineer          | <ul style="list-style-type: none"> <li>• Mine Safety and Health Administration (MSHA) training</li> <li>• Competent Person Training</li> <li>• GPS Training</li> </ul>                                                                                                                                                                                                | <b>19</b> | MNS    |
|    | <b>Andres Garcia</b><br>Assistant Resident Engineer       | <ul style="list-style-type: none"> <li>• Caltrans Temporary Pedestrian Access Routes</li> <li>• BS, Civil Engineering, California State University, Sacramento, CA</li> </ul>                                                                                                                                                                                         | <b>7</b>  | MNS    |
|    | <b>Matthew Miller</b><br>Assistant Resident Engineer      | <ul style="list-style-type: none"> <li>• California Contractors License General A, B, and C-8, No. 852369</li> </ul>                                                                                                                                                                                                                                                  | <b>29</b> | MNS    |
|   | <b>Joe Scholle</b><br>Assistant Resident Engineer         | <ul style="list-style-type: none"> <li>• 10-hour and 30-hour Construction Training, Cal/OSHA</li> <li>• Caltrans Certified SWPPP Training, 2007</li> <li>• Contractor License A, General Engineering</li> <li>• Contractor License C 27, Landscaping</li> <li>• Coursework (Blueprint Reading and Technical Plans), Ventura Community College, Ventura, CA</li> </ul> | <b>30</b> | MNS    |
|  | <b>John Stage</b><br>Assistant Resident Engineer          | <ul style="list-style-type: none"> <li>• 10-hour Construction Safety, Cal/OSHA</li> <li>• ACI Concrete Field Testing Technician-Grade 1, No. 01396095</li> </ul>                                                                                                                                                                                                      | <b>48</b> | MNS    |
|  | <b>Eddie Williams</b><br>Assistant Resident Engineer      | <ul style="list-style-type: none"> <li>• Resident Engineering Coursework, California State University, Sacramento, CA</li> </ul>                                                                                                                                                                                                                                      | <b>34</b> | MNS    |
|  | <b>Daniel Hunt, EIT</b><br>Assistant Resident Engineer    | <ul style="list-style-type: none"> <li>• Engineer-in-Training, CA No. 173125</li> <li>• BS, Civil Engineering, Cal Poly San Luis Obispo, CA</li> </ul>                                                                                                                                                                                                                | <b>4+</b> | Bengal |
|  | <b>Luke Coyne</b><br>Assistant Resident Engineer          | <ul style="list-style-type: none"> <li>• OSHA 10 Construction Safety and Health No. 21-006069198</li> <li>• BS, BioResource Agricultural Engineering, Cal Poly San Luis Obispo, CA</li> </ul>                                                                                                                                                                         | <b>3+</b> | Bengal |
|  | <b>Marco Pecile</b><br>Assistant Resident Engineer        | <ul style="list-style-type: none"> <li>• BS, Ag Science, Cal Poly San Luis Obispo, CA</li> <li>• ACI Concrete Field-Testing Technician – Grade I</li> <li>• Drilling Slurry Certificate of Completion</li> <li>• Cal OSHA Confined Space Training</li> <li>• Cal OSHA 30 hr Safety Training</li> </ul>                                                                | <b>25</b> | DCME   |
|  | <b>Sergio Avila</b><br>Assistant Resident Engineer        | <ul style="list-style-type: none"> <li>• Certified Professional in Erosion and sediment control, No. 6530</li> <li>• Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP), No. 21192</li> </ul>                                                                                                                                                     | <b>24</b> | V&A    |
|  | <b>Guillermo Potes, PE</b><br>Assistant Resident Engineer | <ul style="list-style-type: none"> <li>• Professional Civil Engineer, CA No. 46107</li> <li>• BS, Civil Engineering, St. Thomas University, Bogota</li> </ul>                                                                                                                                                                                                         | <b>40</b> | V&A    |


**TABLE 2.**
**Additional Team Members**

| Staff/Role                                                                          |                                                                 | Credentials                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Yrs Exp   | Firm   |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|--------|
|    | <b>Jose Francisco Villaseñor</b><br>Assistant Resident Engineer | <ul style="list-style-type: none"> <li>BS, Construction Management, California State University, Northridge, CA</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>18</b> | V&A    |
|    | <b>Celeste Alfino</b><br>Office Engineer                        | <ul style="list-style-type: none"> <li>Confined Space Awareness</li> <li>CPR and First Aid</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>23</b> | MNS    |
|    | <b>Anita Berger</b><br>Office Engineer                          | <ul style="list-style-type: none"> <li>10-hour Construction Safety, Cal/OSHA</li> <li>California Public Works Labor Compliance</li> <li>AA, College of the Sequoias, Visalia, CA</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>34</b> | MNS    |
|    | <b>Laurie Jones</b><br>Office Engineer                          | <ul style="list-style-type: none"> <li>AA, General Studies, Bakersfield College, CA</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>15</b> | MNS    |
|    | <b>Linda Flores</b><br>Office Engineer                          | <ul style="list-style-type: none"> <li>Oxnard Community College, ADS</li> <li>Ventura College, Construction Management</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>14</b> | V&A    |
|   | <b>Jasmine Jaime</b><br>Office Engineer                         | <ul style="list-style-type: none"> <li>BA, Liberal Arts, University of La Verne, La Verne</li> <li>Associates Psychology, Bakersfield College</li> <li>Project Management Certification of Completion – August 2016, California State University, Bakersfield</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>5</b>  | V&A    |
|  | <b>Brenda Lomeli</b><br>Office Engineer                         | <ul style="list-style-type: none"> <li>Master of Business Administration</li> <li>Bachelor of Science in Business</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>5</b>  | V&A    |
|  | <b>Catalina Ferreto</b><br>Office Engineer (Labor Compliance)   | <ul style="list-style-type: none"> <li>FFC: Prevailing Wage/ Labor Compliance</li> <li>Contract Compliance Academy- Public Works</li> <li>Public Works: Phase 1: PWC-100</li> <li>Public Works: Phase 2: Labor Compliance</li> <li>Public Works: Phase 3: Apprentices</li> <li>Public Works: Phase 4: Fringe Benefits</li> <li>Public Works: Phase 5: Skilled Work Force</li> <li>Public Works: Phase 6: Federal Davis Bacon</li> <li>Public Works CCS, CA</li> <li>Federal Public Works (Davis Bacon) CCS, CA</li> <li>Boston University San Jose Costa Rica Bachelor's in Business Administration and Global Marketing</li> <li>Heald College AA</li> <li>Heald College Valedictorian</li> <li>Monterey Peninsula College (MPC)</li> </ul> | <b>22</b> | 360PSM |



**TABLE 3.**  
**Key Staff References**

| Staff/Role                                                                         |                                                                                         | Reference 1                                                                                                                                                                                                                                      | Reference 2                                                                                                                                                             | Reference 3                                                                                                                                                            |
|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|   | <b>Greg Chelini, PE</b><br><b>Principal-in-Charge</b>                                   | Caltrans District 5<br>Andy Gill, PE, Supervising<br>Bridge Engineer<br>35 S. La Patera Lane, Suite E<br>Goleta, CA 93117<br>805.705.1201<br>andy.gill@dot.ca.gov                                                                                | Caltrans District 5<br>Tim Campbell, PE, Construction<br>Chief<br>50 Higuera Street<br>San Luis Obispo, CA 93401<br>805.549.3247<br>tim.campbell@dot.ca.gov             | County of Santa Barbara<br>Brent Clavin, Civil Engineer<br>Specialist<br>620 West Foster Road<br>Santa Maria, CA 93455<br>805.739.8780<br>bclavin@countyofsb.org       |
|   | <b>Aaron Hilton,</b><br><b>PE, QSD/QSP</b><br><b>Contract/Project</b><br><b>Manager</b> | County of San Luis Obispo<br>Public Works Department<br>John Waddell, PE, Deputy<br>Director Public Works<br>1055 Monterey Street<br>County Government Center,<br>Room 207<br>San Luis Obispo, CA 93408<br>805.788.2713<br>jwaddell@co.slo.ca.us | City of Grover Beach<br>Erin Wiggin, PE, CIP Manager<br>154 S. 8th Street, Grover<br>Beach, CA 93433<br>805.456.4832<br>ewiggin@groverbeach.org                         | Caltrans District 5<br>Neil Weller, Senior Bridge<br>Engineer<br>50 Higuera Street<br>San Luis Obispo, CA 93401<br>805.471.2109<br>neil.weller@dot.ca.gov              |
|  | <b>Taylor Merlo, PE</b><br><b>Resident</b><br><b>Engineer</b>                           | Caltrans District 5<br>Jason Kline, Senior<br>Construction Engineer<br>50 Higuera Street<br>San Luis Obispo, CA 93401<br>805.698.2393<br>jason.kline@dot.ca.gov                                                                                  | Caltrans District 5<br>Kevin Murdock, PE, Senior<br>Construction Engineer<br>50 Higuera Street<br>San Luis Obispo, CA 93401<br>805.441.8439<br>kevin.murdock@dot.ca.gov | City of Agoura Hills<br>Kelly Fisher, Public Works<br>Project Manager<br>30001 Ladyface Court<br>Agoura Hills, CA 91301<br>818.597.7338<br>kfisher@agourahillscity.org |



# 4

## Section 4. Conflict of Interest

To mitigate any potential conflict on the projects listed above or any future projects that may be considered potential conflicts, prior to performing any work MNS will disclose any involvement or potential conflict to the Caltrans Contract Manager to eliminate the potential conflict(s) of interest and will submit a written request and seek Caltrans' consent to provide inspection services. Should it be determined that a potential conflict exists on any individual project, MNS will preclude any MNS staff from working on such projects, which will thus mitigate any potential conflict.

Any conflict or potential conflict will be avoided by MNS by following the mitigation measures above and not engaging MNS staff on any work determined as a conflict on such task order.

MNS has carefully reviewed the project list provided in the RFP. MNS has provided surveying and design services for the following project:

- Santa Claus Lane Improvement Project

Additionally, MNS currently holds the following contracts with the County:

- On-Call Construction Management
- On-Call Surveying Services

# 5

## Section 5. Litigation

MNS has been involved with litigation on a project that was the result of onerous indemnification language where the Consultant (MNS) was held responsible to indemnify and defend the Agency for any and all claims. On this project the incident was due to a design error in which the incorrect material was specified in the specifications, requiring a change to the contract and resulting in litigation between the Agency and the Design Engineer (City of Santa Barbara v. CDM Smith, Inc. filed 4/26/17 in Santa Barbara Superior Court). Since MNS was acting as the Agency's Construction Representative, MNS was brought into the litigation by the Design Engineer. Since MNS had no involvement with the design, this was eventually settled.

# 6

## Section 6. Agreement for Services of Independent Contractor

MNS affirms our proposal will remain in effect for 90 day following the proposal submittal due date. Additionally, we have reviewed the sample agreement and acknowledge our acceptance of the terms.

# 7

## Section 7. Contractor Information Sheet

Our completed form is located immediately following the cover letter in this package.



# 8

## Section 8. DBE Information

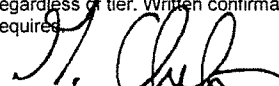
### Exhibit 10-O1 Contractor Proposal DBE Commitment

January 2019

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

1. Local Agency: County of Santa Barbara 2. Contract DBE Goal: 13%
3. Project Description: CONSTRUCTION ENGINEERING SERVICES, IDIQ, 2024-2027
4. Project Location: Countywide, Various, IDIQ
5. Contractor's Name: MNS Engineers, Inc. 6. Prime Certified DBE: ☐

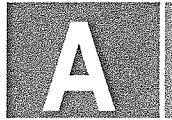
| 7. Description of Work, Service, or Materials Supplied                                                              | 8. DBE Certification Number | 9. DBE Contact Information                                                                                                                                                                                                          | 10. DBE %                     |
|---------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| Office Engineering (Labor Compliance)                                                                               | 45909                       | 360PSM, Catalina Ferreto, 831.500.1263                                                                                                                                                                                              | 2%                            |
| Constructability review and submittal review                                                                        | 31261                       | Bengal Engineering, Md Wahiduzzaman, 805.563.0788 x 101                                                                                                                                                                             | 2%                            |
| Structure Representative, Resident and Assistant Resident Engineer, and Office Engineer                             | 37559                       | V&A, Andres Roldan, 818.414.1611                                                                                                                                                                                                    | 9%                            |
|                                                                                                                     |                             |                                                                                                                                                                                                                                     |                               |
|                                                                                                                     |                             |                                                                                                                                                                                                                                     |                               |
|                                                                                                                     |                             |                                                                                                                                                                                                                                     |                               |
| <b>Local Agency to Complete this Section</b>                                                                        |                             | <b>11. TOTAL CLAIMED DBE PARTICIPATION</b>                                                                                                                                                                                          | <b>13 %</b>                   |
| 17. Local Agency Contract Number: <u>IDIQ05</u>                                                                     |                             |                                                                                                                                                                                                                                     |                               |
| 18. Federal-Aid Project Number: <u>TBD</u>                                                                          |                             |                                                                                                                                                                                                                                     |                               |
| 19. Proposed Contract Execution Date: <u> </u>                                                                      |                             |                                                                                                                                                                                                                                     |                               |
| 20. Contractor's Ranking after Evaluation: <u> </u>                                                                 |                             |                                                                                                                                                                                                                                     |                               |
| Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate. |                             | <b>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</b><br> |                               |
| 21. Local Agency Representative's <u> </u>                                                                          | 22. Date <u> </u>           | 12. Preparer's Signature <u>Greg Chelini</u>                                                                                                                                                                                        | 13. Date <u>7/5/24</u>        |
| 23. Local Agency Representative's Name <u> </u>                                                                     | 24. Phone <u> </u>          | 14. Preparer's Name <u>Vice President</u>                                                                                                                                                                                           | 15. Phone <u>805.896.9474</u> |
| 25. Local Agency Representative's Title <u> </u>                                                                    |                             | 16. Preparer's Title <u> </u>                                                                                                                                                                                                       |                               |

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

#### 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.





## Appendix A. Resumes

### Key Team Members

| Name                               | Role                                       | Firm   | PG   |
|------------------------------------|--------------------------------------------|--------|------|
| Greg Chelini, PE                   | Principal-in-Charge                        | MNS    | A-3  |
| Aaron Hilton, PE, QSD/QSP          | Contract/Project Manager                   | MNS    | A-5  |
| Taylor Merlo, PE                   | Resident Engineer                          | MNS    | A-7  |
| Bonaventure Ezeji, PE              | Resident Engineer                          | MNS    | A-9  |
| Andrew Borrelli, PE, CPEI, QSD/QSP | Resident Engineer/Structure Representative | MNS    | A-11 |
| Dean Russu, PE, CCM, QSD/QSP       | Resident Engineer/Structure Representative | MNS    | A-13 |
| Phil Gaston, PE                    | Resident Engineer/Structure Representative | MNS    | A-15 |
| David Lewis, PE                    | Resident Engineer/Structure Representative | MNS    | A-17 |
| Clifford Replogle, PE              | Resident Engineer/Structure Representative | MNS    | A-19 |
| Justin Akabogu, PE, CCM, QSP       | Resident Engineer/Structure Representative | V&A    | A-21 |
| Matt Davis, PE                     | Resident Engineer/Structure Representative | DCME   | A-23 |
| Robert Hurd, PE                    | Resident Engineer                          | MNS    | A-25 |
| Arturo Infante, PE                 | Resident Engineer                          | V&A    | A-27 |
| Andres S. Roldan, PE, QSP          | Resident Engineer                          | V&A    | A-29 |
| Md. Wahiduzzaman                   | Resident Engineer                          | Bengal | A-31 |
| Cole Hardin, PE                    | Assistant Resident Engineer                | MNS    | A-32 |
| Garret Hilton, CPEI                | Assistant Resident Engineer                | MNS    | A-34 |
| Chris Cooper, CPEI                 | Assistant Resident Engineer                | MNS    | A-36 |
| Jemmi Irabon, EIT                  | Assistant Resident Engineer                | MNS    | A-38 |
| Michael McFadden, EIT              | Assistant Resident Engineer                | MNS    | A-40 |
| Phil Lemmon, CPEI                  | Assistant Resident Engineer                | MNS    | A-42 |
| Tim Stover, CPEI                   | Assistant Resident Engineer                | MNS    | A-44 |
| Lance Barton                       | Assistant Resident Engineer                | MNS    | A-46 |
| Steve Certuche                     | Assistant Resident Engineer                | MNS    | A-48 |
| Kevin Dodd                         | Assistant Resident Engineer                | MNS    | A-50 |
| Andres Garcia                      | Assistant Resident Engineer                | MNS    | A-52 |
| Matthew Miller                     | Assistant Resident Engineer                | MNS    | A-54 |
| Joe Scholle                        | Assistant Resident Engineer                | MNS    | A-56 |
| John Stage                         | Assistant Resident Engineer                | MNS    | A-58 |
| Eddie Williams                     | Assistant Resident Engineer                | MNS    | A-60 |



| Name                      | Role                               | Firm   | PG   |
|---------------------------|------------------------------------|--------|------|
| Daniel Hunt, EIT          | Assistant Resident Engineer        | Bengal | A-62 |
| Luke Coyne                | Assistant Resident Engineer        | Bengal | A-63 |
| Marco Pecile              | Assistant Resident Engineer        | DCME   | A-64 |
| Sergio Avila              | Assistant Resident Engineer        | V&A    | A-66 |
| Guillermo Potes           | Assistant Resident Engineer        | V&A    | A-68 |
| Jose Francisco Villasenor | Assistant Resident Engineer        | V&A    | A-70 |
| Celeste Alfino            | Office Engineer                    | MNS    | A-72 |
| Anita Berger              | Office Engineer                    | MNS    | A-74 |
| Laurie Jones              | Office Engineer                    | MNS    | A-76 |
| Linda Flores              | Office Engineer                    | V&A    | A-78 |
| Jasmine Jaime             | Office Engineer                    | V&A    | A-79 |
| Brenda Lomeli             | Office Engineer                    | V&A    | A-80 |
| Catalina Ferreto          | Office Engineer (Labor Compliance) | 360PSM | A-82 |



## Greg Chelini, PE

### Principal-in-Charge



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Construction management and inspection
- Transportation projects
- Sewer and water projects
- Constructability reviews
- Contract administration
- Public agency coordination
- Caltrans procedures

#### Years of Experience

- 36 Total
- 24 With MNS

#### Licensing

- Professional Civil Engineer, CA No. 48181

#### Certification

- Confined Space Awareness

#### Education

- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

#### Professional Development

- Temporary Pedestrian Facilities, Caltrans

Mr. Chelini has over 36 years of construction management and project management experience working for public agencies. Prior to MNS, Greg worked 12 years for the California Department of Transportation (Caltrans). His extensive work experience makes him highly qualified for supervising staff on concurrent projects; administrating multiple projects; supporting field staff; providing project team quality control; applying value engineering concepts to projects; consulting with various project players to facilitate efficient job progress and maintaining project integrity; coordinating with public agencies; and maintaining project schedule and budget. His experience includes:

**Foothill Road Low Water Crossing Replacement, Santa Barbara County, CA.** *Principal-in-Charge/Project Manager.* This \$16.8M project replaced a 1,500-foot fair weather at grade aggregate crossing of the Cuyama River with a 1,430-foot 33 span reinforced concrete slab bridge founded on 170, 30-inch cast-in-drilled-hole (CIDH) piles. The Cuyama Valley bridge carried two 12-foot traffic lanes with 4-foot shoulders and a 5-foot-wide pedestrian walkway. Both bridge abutments were protected by a significant system of rock slope protection. The bridge approach slabs joined approach roads of about 380 linear feet at each end with a typical section of hot mix asphalt (HMA) over Class II aggregate base (AB). This project also involved significant interaction with numerous regulatory agencies including California Department of Fish and Wildlife (CDFW), State Water Board, and the Bureau of Land Management (BLM), and adjacent property owners.

**Los Osos Valley Road Interchange at US 101, City of San Luis Obispo, CA.** *Principal-in-Charge/Project Manager.* This \$17M project constructed a new four-span, 370-foot-long, post-tensioned, cast-in-place (CIP) box girder bridge on Los Osos Valley Road (LOVR) over US 101; widened a three-span, 112-foot-long multi-plate bridge over San Luis Obispo Creek; and upgraded all four on/off-ramps at the US 101 interchange. The new interchange now provides two 12-foot-wide lanes for westbound traffic, two 12-foot-wide lanes for eastbound



traffic, and pedestrian sidewalks and bike lanes in both directions. Additional project elements involved constructing retaining walls, Americans with Disabilities Act (ADA) ramps; drainage systems and embankments; traffic control; paving jointed plain concrete pavement (JPCP) and hot mix asphalt (HMA); relocating utilities; and adhering to permit requirements. Beautification features included architectural treatment of the concrete barriers, ornamental lighting fixtures, permanent erosion protection, and creek restoration. Extensive public relations and outreach kept this active community informed. Field engineering adjusted the existing grade discrepancies and facilitated traffic flow. The project, constructed within City and Caltrans right-of-way, was performed in accordance with applicable City and Caltrans standards, methods, and procedures.

**Bello Street Bridge Replacement Project, City of Pismo Beach, CA. *Principal-in-Charge.*** The bridge \$4.8M replacement consists of constructing a widened three-span, pre-stressed flat slab bridge to accommodate two 12-foot lanes of vehicular traffic and a 12-foot-wide Class 1 bike path; the bridge will be constructed on a similar horizontal alignment to the existing bridge but with a raised vertical alignment. The bridge superstructure is supported by seat type abutments and concrete pier caps. Abutment No. 1 and 4 are founded on 30-inch and 60-inch-diameter cast-in-drilled-holes (CIDH) concrete piles, respectively, with the 36-inch-diameter concrete pier columns supported by 60-inch-diameter CIDH concrete piles. Additional features include architectural treatment at the abutments and wingwalls; rock slope protection at both abutments; installation of a 6-inch potable water line and 4-inch sewer force main inside the new flat slab bridge; a 10-inch gas line installed along the easterly edge of deck; Type 836 concrete barrier; and steel pedestrian railing placed along the west side of the bridge. The project will also replace approximately 600 feet of adjacent Type A hot mix asphalt (HMA) roadway and construct a Class 2 aggregate base trail under span three of the new bridge. During construction, the Pismo Creek Bridge will remain out of service to through traffic. The project contains federal funding and is being administered per Caltrans LAPM guidelines. Aaron is responsible for coordinating with the City on invoicing and contract administration.

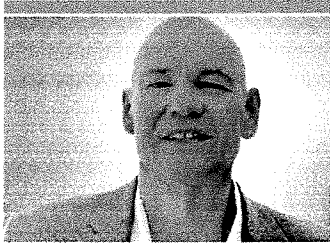
**Nacimiento Lake Drive Bridge Project, County of Monterey, CA. *Principal-in-Charge.*** This \$5.6M project will realign Nacimiento Lake Drive and replace the existing single-lane, four-span steel truss bridge crossing the San Antonio River with a new two-span post-tensioned concrete box girder bridge. The project includes the construction of a 267-foot-long cast-in-place (CIP), post-tensioned box girder bridge and construction of approximately 787 feet of new roadway approaches and improvements. The new bridge will provide two 12-foot-wide travel lanes and two 3.5-foot-wide shoulders with Type 80 barrier rail and tubular bicycle railing along the edge of the deck.

**Golden Valley Road Interchange at State Route 14, City of Santa Clarita, CA. *Principal-in-Charge.*** This \$7.5M project widened the two-lane roadway and State Route 14 overpass to six lanes, with two through lanes and one left-turn lane in each direction for access to State Route 14. Additional project elements featured new traffic signals, new 10-foot sidewalk and Class I bike lane on both sides of the overpass, pedestrian signal heads, and roadway widening and improvements. Construction involved widening the existing roadway and freeway on/off-ramps; installing a right-turn lane at the State Route 14 southbound off-ramp; attaching the new 61-foot-wide bridge to the immediate north of the existing 53-foot-wide bridge to create the new two-span, 261-footlong, cast-in-place, post-tensioned concrete single bridge structure; earthwork and grading; drainage; hot mix asphalt (HMA) paving; traffic signal replacements; and traffic control. The project was constructed within Caltrans right-of-way and involved significant coordination with Caltrans throughout the project.



## Aaron Hilton, PE, QSD/QSP

### Contract/Project Manager



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Caltrans procedures
- Roadways and bridges
- Utility coordination
- Storm drain systems

#### Years of Experience

- 35 Total
- 20 With MNS

#### Licensing

- Professional Civil Engineer, CA No. 75698

#### Certifications

- Qualified SWPPP Developer/Practitioner, CA No. 20698
- 10-hour Construction Safety, Cal/OSHA
- Confined Space Awareness
- Radiation Safety Officer
- Defensive Driving
- ProCPR Adult CPR/AED and First Aid Certificate, No. 15982999726288
- ACI Concrete Field Testing Technician-Grade 1, No. 01036136

#### Education

- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

#### Award

- 2013 ACEC Engineering Excellence Award of Merit, Pitkins Curve Bridge and Rock Shed at State Route 1

Mr. Hilton has significant experience in construction management for transportation projects. Aaron's responsibilities involve on-site project construction management, supervision, and inspection for a variety of interchange, road, and bridge projects. He has worked with many different agencies at the city, county, state, and federal level, including Caltrans, Environmental Protection Agency, California State Parks, Southern Pacific Railroad, US Army Corps of Engineers, and the California State Water Project. His project roles have ranged from Resident Engineer, Structures Representative, Inspector, to Engineer. He has significant experience with the construction of interchanges, bridge and roadway replacements and widenings, realignment, embankment stabilizations, environmentally sensitive areas, and procedures in accordance with the Caltrans Construction Manual. His experience includes:

#### Hospital Road Bridge Low Water Crossing

##### Replacement, County of San Benito, CA. *Project*

*Manager.* The project will construct a 580-foot-long, cast-in-place (CIP), post-tensioned box girder bridge and approximately 2,400 feet of new roadway approaches and improvements. The project site is located west of State Route 25 to the south of the City of Hollister, with the Hospital Road realignment and bridge situated directly to the north of the existing low water crossing. The new bridge will provide two 12-foot-wide travel lanes and two 5-foot-wide shoulders meeting the requirements of both Caltrans and County design standards. Abutment foundations will be supported on 16-inch steel pipe piles (Class 140, Alt W), and each pier will consist of two 48-inch pier columns built integrally with 72-inch cast-in-steel-shell (CISS) piles. Drop bent caps will be utilized at each pier to facilitate structure deflections under seismic conditions. The bents are founded on 72-inch diameter cast-in-steel-shell (CISS) piles that range in length from 94 to 104 feet, difficult driving conditions and pile driving refusal necessitated revising the pile tip elevations.

#### Estrella River Bridge Rehabilitation Project, County of

**San Luis Obispo, CA. *Project Manager.*** This \$2.4M project removed the existing steel truss bridge from the



## Aaron Hilton, PE, QSD/QSP | RESUME PG 2

current foundations while the existing abutments were demolished and replaced with new abutments and wing walls founded on 48-inch cast-in-drilled-holes (CIDH) piles. The concrete bridge deck, barriers, and pedestrian walkway were removed from the existing bridge during this process, and the steel structure was rehabilitated with the replacement of the top chord truss pins, end portal bracing elements, and new high-strength connections. The bridge was re-installed on the new abutments, and a new concrete deck was placed on the retrofitted structure along with new guardrails and a new barrier matching the original historical bridge barrier.

**Bello Street Bridge Replacement Project, City of Pismo Beach, CA. *Project Manager.*** The bridge \$4.8M replacement consists of constructing a widened three-span, pre-stressed flat slab bridge to accommodate two 12-foot lanes of vehicular traffic and a 12-foot-wide Class 1 bike path; the bridge will be constructed on a similar horizontal alignment to the existing bridge but with a raised vertical alignment. The bridge superstructure is supported by seat type abutments and concrete pier caps. Abutment No. 1 and 4 are founded on 30-inch and 60-inch-diameter cast-in-drilled-holes (CIDH) concrete piles, respectively, with the 36-inch-diameter concrete pier columns being supported by 60-inch-diameter CIDH concrete piles. Additional features include architectural treatment at the abutments and wingwalls; rock slope protection at both abutments; installation of a 6-inch potable water line and 4-inch sewer force main inside the new flat slab bridge; a 10-inch gas line installed along the easterly edge of deck; Type 836 concrete barrier; and steel pedestrian railing placed along the west side of the bridge. The project will also replace approximately 600 feet of adjacent Type A hot mix asphalt (HMA) roadway and construct a Class 2 aggregate base trail under span three of the new bridge. The project contains federal funding and is being administered per Caltrans LAPM guidelines. Aaron is responsible for coordinating with the City on invoicing and contract administration.

**Jalama Road Bridge Replacement, County of Santa Barbara, CA. *Project Manager.*** This \$4.3M project replaced the existing two-lane, three-span steel-girder bridge over Jalama Creek with a two-lane, single-span, 160-foot-long, pre-cast, pre-stressed concrete-spliced

bulb-tee girder bridge. Environmental constraints necessitated the selection of pre-cast concrete over traditional cast-in-place concrete; no falsework construction was permitted in the creek channel. Furthermore, as a result of the remote location, each of the 158-foot-long bulb-tee girders were delivered in three segments (two 46-foot segments and one 62-foot segment) and then spliced together on-site. The girder segments were spliced on the ground in the project staging area with high-strength concrete and post-tensioned with pre-stressing strands. Upon completion of the splicing operation, the girders were placed on the new abutments with a 550-ton and 350-ton crane.

**Cathedral Oaks Road Bridge Replacement, County of Santa Barbara, CA. *Project Manager.*** This \$3.2M project replaced the bridge located on Cathedral Oaks Road over San Antonio Creek near the entrance to Tucker's Grove Park. Construction occurred in multiple stages and consisted of a single-span, pre-stressed box girder bridge on cast-in-drilled-hole (CIDH) piles. Construction within the creek required stream diversion and adhered to several environmental permit requirements. The project also included several drainage systems, traffic signal and lighting, temporary shoring and falsework, rock slope protection (RSP), traffic control, and multiple utility relocations. The new bridge now accommodates standard lane widths and pedestrian and bicycle access.

**Methacrylate and Joint Seal Replacement, Caltrans District 59, CA. *Structures Representative.*** This Caltrans project replaced methacrylate and joint seals at 15 locations in Santa Barbara County including San Roque Canyon, Turnpike Road OC, Maria Ygnacio Creek, State Route 217 Connector, and Storke Road OC. The work included eight locations with Methacrylate Deck treatment, one location with Polyester Deck treatment, and multiple joint replacements. The joint replacements included Type A, B, assemblies, and asphaltic plugs. This project required coordination with traffic control to facilitate the deck treatment, striping, and skid testing.



## Taylor Merlo, PE Resident Engineer



### Firm

- MNS Engineers, Inc.

### Areas of Expertise

- Roadway improvements design
- Water resources design
- Pavement rehabilitation
- Construction inspection (bridges, roadways, and water resources projects)
- Utility and railroad coordination

### Years of Experience

- 11 Total
- 11 With MNS

### Licensing

- Professional Civil Engineer, CA No. 87349

### Certifications

- 10-hour Construction Safety, Cal/OSHA
- Concrete Field Testing Technician, Grade 1, ACI No. 01380996
- Confined Space Awareness
- Defensive Driving
- ProCPR Adult CPR/AED and First Aid Certificate, No. 162801729592967
- ACI Concrete Field-Testing Technician, Grade I, No. 01380996

### Education

- BS, Civil Engineering, University of Southern California, CA

### Professional Development

- Caltrans Resident Engineer Academy
- Stormwater Pollution Prevention Plan (SWPPP) training

Mr. Merlo is a highly skilled Regional Construction Manager with an impressive track record of over ten years in the industry. Tyler's expertise lies in overseeing and managing roadway and utility improvement projects, making him an invaluable asset to any team. Throughout his career, he has gained extensive experience in various aspects of construction, including on-site inspection and coordination for bridges, roadways, and waterline projects. He possesses a deep understanding of Caltrans and Greenbook specifications, ensuring all projects adhere to the highest standards. In addition to his technical knowledge, Tyler excels at coordinating with multiple agencies and utilities involved in construction projects. This ability allows for seamless collaboration between different stakeholders, resulting in efficient project execution. His experience includes:

**US 101 HOV Lane Improvement, Phase 4B, Caltrans, Carpinteria, CA. Resident Engineer.** This \$151M Caltrans project is along a 4.4 mile stretch of US 101 between the City of Carpinteria and the City of Summerland and joins the 4A project to the 4C project. 4B is another segment of the high-occupancy vehicle (HOV) Corridor Improvement project. Structure construction elements include a single span cast-in-place (CIP)/post-tensioned box girder bridge with a circular soffit founded on driven PC/PS concrete piles, a single span PC/PS box girder bridge founded on driven PC/PS concrete piles, a single span PC/PS voided slab bridge founded on 30-inch CIDH piles, several sign structures on Cast-in-Hole (CIDH) foundations, thousands of feet of sound walls and retaining walls on CIDH foundations and spread footings, and thousands of feet of "Montecito" type concrete barriers. Due to proximity to Union Pacific Railroad (UPRR), extensive railroad communication and flagging was required to construct various bridge elements.

**US 101 HOV Lane Improvement, Phase 4A, Caltrans District 5, Carpinteria, CA. Resident Engineer.** This \$80M Caltrans multistage construction project was constructed along a 3.4-mile stretch of US 101 as part of a HOV lane multi-segment corridor program being administered through the CMGC procurement method.



The 4A segment reconstructed the current freeway in each direction within the City of Carpinteria. The project included constructing new creek bridges; freeway on- and off-ramp improvements; six new sound walls; local street improvements; concrete retaining walls; reinforced box culverts and drainage improvements; over 28,700 tons of hot mix asphalt (HMA) paving; 39,100 cubic yards of continuously reinforced concrete pavement (CRCP); overhead sign structures; concrete barrier railing and metal beam guard rails (MBGRs); lighting elements; and multiple utility realignments. As a result of several concurrent interchange construction projects at various locations, this project required constant coordination with the City of Carpinteria, other local agencies, and the public. Responsibilities include overseeing and scheduling the inspection for the project which is being constructed both day and night; running weekly progress meetings; review of submittals and RFIs, negotiation and preparation of CCOs; managing SWPPP compliance; scheduling and cost control; coordination with the City, Caltrans, contractor, and numerous other stakeholders such as utilities; review progress payments; traffic control and safety overview; coordination with several environmental agencies.

#### **Linden Avenue and Casitas Pass Road Operational Improvements at US 101, Caltrans District 5, CA.**

*Assistant Resident Engineer.* This \$52M Caltrans multistage construction project along a 1.5-mile stretch of US 101, which paved the way for subsequent high-occupancy vehicle (HOV) lane widening projects along the US 101 corridor, replaced two interchanges/overpasses over US 101 in the City of Carpinteria, added a new bridge over Carpinteria Creek to connect Via Real with Casitas Pass Road, upgraded the southbound off-ramp intersection with a new roundabout, and extended the existing Via Real frontage road. The US 101 expansion accommodates the six lanes of traffic required to begin the subsequent project to construct HOV lanes along the Carpinteria/Santa Barbara corridor. Additional improvements included sound walls with architectural treatments along US 101. This challenging project raised the grade on US 101 by 10 feet to provide the capacity for a 100-year storm event. Construction elements include a new cast-in-place (CIP) and post-tensioned box girder bridge structure; three bridge replacements (cast-in-place,

post-tensioned, and box girder bridge structures); concrete retaining walls; sound walls; reinforced box culverts and drainage improvements; rapid set lean concrete base (LCB) and jointed plain concrete pavement (JPCP); over 25,000 tons of hot mix asphalt (HMA) paving; 12,000 cubic yards of continuously reinforced concrete pavement (CRCP); overhead sign structures; concrete barrier railing and metal beam guard rails (MBGRs); signals and lighting; and multiple utility realignments.

#### **Decision Point Documents for South Coast US 101 High Occupancy Vehicle (HOV) and Rehabilitation Project, Santa Barbara County Association of Governments (SBCAG), CA.**

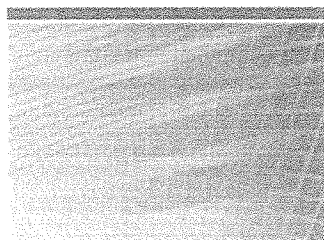
*Assistant Engineer.* This project provides highway, roadway, structural engineering and design services to develop 35% plans for the northern segment of the South Coast 101 HOV Lanes Project and South Coast 101 Rehabilitation Project in southern Santa Barbara County. This segment of the US 101 begins north of the Padaro Lane Interchange in Summerland, and extends to south of Sycamore Creek in the City of Santa Barbara. Overall, the US 101 HOV Lane Widening project will widen the US 101 by adding two lanes. This project is crucial in the overall widening project, for SBCAG and Caltrans to develop a comprehensive strategy to efficiently rehabilitate the existing four lanes. MNS is providing engineering services for two miles of freeway geometric design; overall roadway drainage design; and overall utility coordination. Responsibilities include modeling US 101 mainline and ramp corridors; geometric design of US 101 mainline and ramps, including profile, super elevation, and alignments; utility coordination and verification; preparing pothole plans; preparing alternative analysis of US 101 mainline and ramp alignments as well as truck turning analysis for ramp intersections.





## Bonaventure Ezeji, PE

### Resident Engineer



#### Firm

- MNS Engineers, Inc.

#### Years of Experience

- 33 Total
- 1 With MNS

#### Licensing

- Professional Civil Engineer, CA No. 54107
- Professional Civil Engineer, MD No. 0035097

#### Certification(s)

- LEED Green Associate
- OSHA Safety
- OSHA Hazmat

#### Education

- MS, Construction Management, California State University, East Bay, Hayward, CA
- BS, Civil Engineering, University of District of Columbia, Washington, DC
- Coursework, Business Administration and Computer Science, Texas College, Tyler, TX

#### Professional Development

- Caltrans Bridge Design Academy
- Caltrans Falsework Academy

Mr. Bonaventura Ezeji has over 33 years of experience in the construction and improvements to the California transportation infrastructure system. His background includes 17 years with Caltrans where he served in a variety of roles including Senior Transportation Engineer, Bridge Design Engineer/Structure Representative, Resident Engineer, District Hazmat Engineer, and Design Engineer.

Bonaventure's experience includes knowledge of materials, methods, and the tools involved in the construction of structures, highways, and roads using Caltrans standards and procedures. His background includes understanding the implications of new information for both current and future problem-solving and decision-making; considering the relative costs and benefits of potential actions to choose the most appropriate one; monitoring and reviewing information from materials, events, or the environment, to detect or assess problems; and developing specific goals and plans to prioritize, organize, and accomplish tasks. He is skillful in assessing customer needs and collaborating with project stakeholders, including agencies, governmental representatives, and the public. His experience includes:

**State Route 4/Balfour Road Interchange Improvements, Contra Costa Transportation Authority, Brentwood, CA.** Senior Project Manager/*Resident Engineer*. The \$42M interchange improvements involved the replacement of the existing signalized at-grade intersection at Balfour Road and State Route 4 with a grade-separated interchange and corresponding on/off ramps; raising of State Route 4 to cross over Balfour Road; construction of a new undercrossing to ease traffic congestion and improve safety for motorists, cyclists, and pedestrians; construction of three new bridge structures, including two over a sensitive creek; protection of a critical 84-inch-diameter Contra Costa Water District water main; and extensive relocation of utilities (PG&E, AT&T, Comcast [fiber], and Kinder Morgan); construction of water, storm, and drainage structures; installation of traffic signals and lighting; and construction of roadway and sidewalk



improvements on Balfour Road. Responsibilities included the day-to-day-supervision of all construction work, strict compliance with construction documents, providing responses to RFIs, and resolving conflicts between contract documents; supervising and coordinating the relocation of third-party utility lines (PG&E, Comcast, AT&T, and City of Brentwood fiber optic lines); and supervising the installation of two new waterlines (24-inch and 18-inch-diameter) on over 10,000 feet of street alignment within the City, which was a major component of the project. Multiple crews worked day and night shifts to mitigate long term adverse traffic impacts to local businesses and residents. Shop drawings and product details sheets were submitted, reviewed, and approved.

**Bridge Improvements at Various Locations, City of Pleasanton, CA. Resident Engineer/Structure Representative.** This \$1.5M maintenance project included five bridges located at various streets within the City of Pleasanton. The project involved replacement of approach slabs at Santa Rita Road Bridge, deck treatment with methacrylate, spall repairs, crack epoxy injections, installation of flex tend for 14-inch water main, installation of new concrete barrier and sidewalks. Mr. Ezeji's key roles for the project included overall contract management and coordination with various utility owners for relocation or realignment of lines where conflicts exist, and with state and federal regulatory agencies on environmental and biological concerns and impacts. The complexity of this project is maintaining traffic on Santa Rita Bridge and Case Avenue Bridge during working hours. Working collaboratively with the contractor additional construction stage was added to the planned two stages to mitigate the bottleneck and its impacts.

**Multiple Bridge and Highway Projects, Caltrans District 10, Central Valley Area, CA. Resident Engineer/Structure Representative.** Projects involved the construction of new bridges, rehabilitation of existing bridges, and highway improvements. Responsible for making sure the projects were built as designed; verifying compliance with the projects' plans, specifications, and special provisions; enforcing federal and local laws and regulations; review of submittals, RFIs, shop drawings; review and processing of contractors' progress payments; contract change orders; holding weekly progress

meetings; claims; and coordinating with project stakeholders.

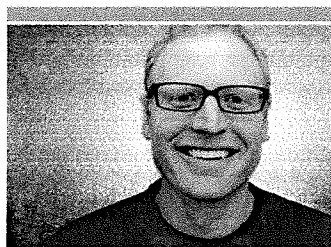
**Multiple Bridge Projects, Caltrans, Various Locations, CA. Structure Representative/Bridge Design.** Mr. Ezeji was responsible for supervising the construction of various bridge projects in Central and Northern California. Projects included the construction of a two-lane box girder bridge in San Joaquin County; and construction of the new San Francisco-Oakland Bay Bridge for which he inspected the structural integrity of the cables and truss elements. Responsible for the design and analysis of loads for pile and spread foundation, deck loads, bent caps, and columns; reviewing and approving shop drawings for steel bridges and structures, falsework drawings for concrete bridges, and steel beams and columns used in steel bridge construction; designing and applying reinforcement to concrete bridges; and designing girders, including pre-stressed concrete girders.

**Riverside Avenue Union Pacific Railroad (UPRR) Grade Separation, City of Riverside, CA. Project Structure Representative/Assistant Resident Engineer.** Mr. Ezeji served as assistant resident engineer/structure representative for the \$33M replacement of the existing at-grade rail and roadway crossing along Riverside Avenue with a new vehicular underpass, which improved safety and traffic operations. Work involved the construction of a new grade separation, a new pump station for the underpass, road improvements and widening of the roadway. He was responsible for day-to-day supervision of the project and project personnel; reviewing and approving shop drawings and all submittals; falsework and shoring; responding to all RFIs with input from the project designer; developing agendas for weekly progress meetings and conducting the meetings; coordinating the relocation of utilities with third-party owners; resolving conflicted utility lines within the limits of the project; arranging and scheduling material testing; preparing contract change orders with acceptable justifications and initial concurrence from the City; and maintaining a contract change order log that tracked contract change order amount and contingency balance.



## Andrew Borrelli, PE, CPII, QSD/QSP

### Resident Engineer/Structure Representative



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Construction management and inspection
- Construction administration
- Transportation projects
- Structures expertise

#### Years of Experience

- 19 Total
- 10 With MNS

#### Licensing

- Professional Civil Engineer, CA No. 75700

#### Certifications

- Certified Public Infrastructure Inspector, APWA
- Qualified SWPPP Developer/Practitioner, CA No. 25197
- ACI Concrete Field Testing Technician-Grade 1, No. 01133937
- Caltrans CTM 518, 533, 539, 540
- 10-hour Construction Safety, Cal/OSHA
- Confined Space Awareness
- Defensive Driving
- ProCPR Adult CPR/AED and First Aid Certificate, No. 161196663134189

#### Education

- BS, Civil Engineering, minor in Construction Management, California Polytechnic State University, San Luis Obispo, CA

#### Professional Development

- Caltrans Resident Engineer Academy
- Primavera P6 Scheduling Training

#### Affiliation

- American Society of Civil Engineers

Mr. Borrelli provides construction management, inspection, and design for public and private agencies. Andrew specializes in the construction management and design for various types of projects including bridges (post-tensioned box girder, flat slab, pre-engineered steel truss, and pre-cast), retaining walls (cast-in-place, soldier beam and lagging, and tie-back), box culverts, and water resources (towers, tanks, stormwater retention basins) as well as vertical structures. Andrew has also acted as a Bridge Engineer developing structural plans, calculations, quantities, and specifications and estimates for various transportation projects. His experience includes:

#### **State Route 46 Corridor Improvements, Cholame Segment (EA 05-3307A3), Caltrans District 5, CA.**

*Resident Engineer.* This \$116M Caltrans corridor improvement project converts the Cholame segment of the existing State Route 46 from a two-lane conventional highway to a four-lane expressway. The multi-staged construction project includes a new alignment to accommodate traffic through this heavily traveled corridor. The project, located east of the Shandon Safety Roadside Rest Area, extends the previously constructed four-lane expressway five miles further to the east along State Route 46. As part of the realignment, the project constructs two new bridges and over 50 drainage systems including eight new reinforced concrete box culverts. Additional project elements include large hillside cut areas involving more than one million cubic yards of material; embankments with specified settlement periods; temporary pavement; traffic control; continuously reinforced concrete pavement (CRCP); and multiple underground utility protection elements. The new highway section consists of class 1 aggregate subbase, hot mix asphalt (HMA) interlayment, and continuously reinforced concrete pavement (CRCP). Installations include removable bat habitats on the new bridges, dedicated kitfox crossings, and wildlife benches.

#### **Nacimiento Lake Drive Bridge Project, County of Monterey, CA.**

*Resident Engineer/Structure Representative.* This \$5.6M project will realign Nacimiento Lake Drive and replace the existing single-lane, four-span



steel truss bridge crossing the San Antonio River with a new two-span post-tensioned concrete box girder bridge. The Project includes the construction of a 267-foot-long cast-in-place (CIP), post-tensioned box girder bridge and construction of approximately 787 feet of new roadway approaches and improvements. The new bridge will provide two 12-foot-wide travel lanes and two 3.5-foot-wide shoulders with Type 80 barrier rail and tubular bicycle railing along the edge of the deck. Responsibilities included: overall project management; inspection and testing; structure submittals including falsework, shoring, post-tensioning, piles, stem and soffit and deck grading; RFI review; negotiating CCOs; coordination; progress pay estimates.

**Bello Street Bridge Replacement Project, City of Pismo Beach, CA. Resident Engineer/Structure Representative.** This \$4.8M bridge replacement consisted of constructing a widened three-span, pre-stressed flat slab bridge to accommodate two 12-foot lanes of vehicular traffic and a 12-foot-wide Class 1 bike path; the bridge will be constructed on a similar horizontal alignment to the existing bridge but with a raised vertical alignment. The bridge superstructure is supported by seat type abutments and concrete pier caps. Abutment No. 1 and 4 are founded on 30-inch and 60-inch-diameter cast-in-drilled-holes (CIDH) concrete piles, respectively, with the 36-inch-diameter concrete pier columns being supported by 60-inch-diameter CIDH concrete piles. Additional features include architectural treatment at the abutments and wingwalls; rock slope protection at both abutments; installation of a 6-inch potable water line and 4-inch sewer force main inside the new flat slab bridge; a 10-inch gas line installed along the easterly edge of deck; Type 836 concrete barrier; and steel pedestrian railing placed along the west side of the bridge. The project will also replace approximately 600 feet of adjacent Type A hot mix asphalt (HMA) roadway and construct a Class 2 aggregate base trail under span three of the new bridge. During construction, the Pismo Creek Bridge will remain out of service to through traffic. The project contains federal funding and is being administered per Caltrans LAPM guidelines.

**US 101 Widening and Rehabilitation at San Miguel, Caltrans District 5, San Miguel, CA. Resident Engineer.**

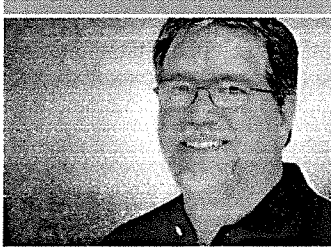
## Andrew Borrelli, PE, CPII, QSD/QSP | RESUME PG 2

This \$55M Caltrans project involves roadway rehabilitation and bridge construction along an 8-mile stretch of US 101 through the City of San Miguel. The roadway rehabilitation reconstructs portions of US 101 including a 1-mile realignment of highway and resurfacing the remaining portions. The new roadway section includes lean concrete base and rubberized hot mix asphalt construction (RHMA). The resurfacing includes crack and seat construction as well as the installation of a Stress Absorbing Membrane Interlayer (SAMI). The rehabilitation also includes the reconstruction 16 freeway on/off ramps and over 28 drainage systems. The drainage system construction included the installation of 48- and 72-inch diameter jack and bore welded steel pipes. The project's bridge construction involved the construction of 3 new bridges and the widening of seven bridge under crossings. The new bridges include two 220-foot-long, 2-span pre-cast concrete girder bridges over the San Marcos Creek and one 300-foot-long, 3-span pre-cast concrete girder bridge over a US 101 on-ramp. The project is being built in multiple stages to accommodate traffic through this heavily traveled corridor. The project also includes a soil nail retaining wall, embankments with specified settlement periods; traffic control; jointed plain concrete pavement (JPCP) and multiple utility relocations.

**Jalama Road Bridge Replacement, County of Santa Barbara, CA. Structures Representative/Inspector.** This \$4.3M project replaced the existing two-lane, three-span steel-girder bridge over Jalama Creek with a two-lane, single-span, 160-foot-long, pre-cast, pre-stressed concrete-spliced bulb-tee girder bridge. Environmental constraints necessitated the selection of pre-cast concrete over traditional cast-in-place concrete; no falsework construction was permitted in the creek channel. Furthermore, as a result of the remote location, each of the 158-foot-long bulb-tee girders were delivered in three segments (two 46-foot segments and one 62-foot segment) and then spliced together onsite. The girder segments were spliced on the ground in the project staging area with high-strength concrete and post-tensioned with pre-stressing strands. Upon completion of the splicing operation, the girders were placed on the new abutments with a 550-ton and 350-ton crane.



## Dean Russu, PE, CCM, QSD/QSP Resident Engineer/Structure Representative



### Firm

- MNS Engineers, Inc.

### Areas of Expertise

- Construction management and inspection
- Transportation projects
- Sewer and water projects
- Structural foundations
- Public agency coordination
- Caltrans

### Years of Experience

- 27 Total
- 9 With MNS

### Licensing

- Professional Civil Engineer, CA No. 56076

### Certifications

- Certified Construction Manager, CMAA No. 4743
- Qualified SWPPP Developer/Practitioner, CA No. 00859
- ACI Concrete Field Testing Technician-Grade 1, No. 00921277
- 10-hour Construction Safety, Cal/OSHA
- Confined Space Awareness
- Defensive Driving
- ProCPR Adult CPR/AED and First Aid, No. 164271540734194

### Education

- MS, Structural Engineering, Stanford University, CA
- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

### Professional Development

- Primavera P6 Scheduling training

Mr. Russu has extensive construction management and design experience with projects involving bridge structures, highways, local roads, utilities, treatment facilities, and major private buildings. At MNS, Dean is responsible for managing large construction projects, including multi-discipline and multi-agency coordination involving environmental, health and safety, utilities, and local agencies. He is experienced with Caltrans specifications and guidelines, state and federal funding requirements, and all phases of construction projects. His experience includes:

**San Antonio River Bridge Rehabilitation, Caltrans District 5, Bradley, Ca. Resident Engineer.** This \$4M Bridge Retrofit project consisted of repairs and retrofitting of the existing structures and installation long term foundation protection measures. Retrofit work included the removal and replacement of spalled and damaged concrete at two hinge diaphragms on the southbound bridge, and installation of new concrete diaphragm bolsters and steel pipe seat extenders at these locations. Cracking of adjacent concrete in these areas was also repaired with epoxy injection. The deck of the northbound bridge required replacement of a 7-foot by 17-foot section of the deck, and extensive removal of unsound concrete deck surfacing. The deck surface was repaired and both northbound and southbound bridges received a 1-inch polyester concrete overlay, along with replacement of the Type B joint seals. This project also included removal of existing slope paving, excavation of abutment embankments and bent columns (Type D) and installation of 6,000 CY of new 1 Ton rock slope protection, and construction of temporary highway detour from northbound to southbound in order to complete work on one bridge at a time.

**Hospital Road Bridge Low Water Crossing Replacement, County of San Benito, CA. Resident Engineer/Structure Representative.** The \$10.6M project will construct a 580-foot-long, cast-in-place (CIP), post-tensioned box girder bridge and approximately 2,400 feet of new roadway approaches and improvements. The project site is located west of State Route 25 to the south



## Dean Russu, PE, CCM, QSD/QSP | RESUME PG 2

of the City of Hollister, with the Hospital Road realignment and bridge situated directly to the north of the existing low water crossing. The new bridge will provide two 12-foot-wide travel lanes and two 5-foot-wide shoulders meeting the requirements of both Caltrans and County design standards. Abutment foundations will be supported on 16-inch steel pipe piles (Class 140, Alt W), and each pier will consist of two 48-inch pier columns built integrally with 72-inch cast-in-steel-shell (CISS) piles. Drop bent caps will be utilized at each pier to facilitate structure deflections under seismic conditions. The bents are founded on 72-inch diameter cast-in-steel-shell (CISS) piles that range in length from 94- to 104 feet, difficult driving conditions and pile driving refusal necessitated revising the pile tip elevations. Responsibilities included construction administration, inspections and materials testing, falsework and shoring review, field engineering, bidwell grading, working drawing review, Requests for Information (RFIs), submittals, negotiating and implementing of Contract Change Orders (CCOs), utility coordination, environmental compliance, and progress pay estimates.

**Geneseo Road Bridge, County of San Luis Obispo, CA. Resident Engineer/Structure Representative.** This \$7M project improved public safety and prevented closures of Geneseo Road. The project replaced an existing concrete low-water crossing with a new 204-foot-long, three-span, post-tensioned slab bridge. The abutments were supported by 24- and 36-inch cast-in-drilled-holes (CIDH) piles, and each pier consisted of four 36-inch CIDH piles with a 30-inch pier column extension. The columns at each pier were connected with a drop pier cap, which were built integrally with the 2-foot by 2-inch-thick concrete slab. The CIDH piles were constructed under high groundwater conditions in which high-density slurry was used to support the pile excavation during drilling with concrete placed using the slurry displacement method. Construction of the new bridge raised the vertical profile of the existing roadway by approximately 10 feet. Therefore, approximately 400 feet of the roadway on either end of the bridge was reconstructed on new embankments consisting of import borrow, Class 2 aggregate base, and hot mix asphalt (HMA) paving. A 10-foot-tall Type 5 retaining wall extending 30 feet beyond the south wingwall of Abutment No. 1 was required to support the new embankment at this location.

**Palo Comado Canyon Road Interchange Project, City of Agoura Hills, Agoura Hills, CA. Structure Representative.** This \$12M Interchange Improvement project is being constructed in several stages and includes widening Palo Comado Canyon Road and the Overcrossing over US Route 101 with one lane in each direction and a left-turn lane for the northbound on-ramp. The northbound on and off ramps are being widened including construction of a new traffic signal at the intersection with Palo Comado Canyon Road, new street and bridge lighting, architectural features, signs and striping, and new irrigation and landscaping. The existing PC/PS I-Girder and T-Beam bridge is being widened on both sides. The project also includes three retaining walls; overhead signs; relocation of several utilities; drainage systems; ramp metering; earthwork; hot mix asphalt (HMA) paving; jointed plain concrete pavement (JPCP); Americans with Disabilities Act (ADA) compliant curb ramps, driveways, and sidewalks; and adherence to environmental permitting requirements.

**Chapala Street Bridge. City of Santa Barbara, CA. Resident Engineer/Structure Representative.** This bridge replacement project was part of the Lower Mission Creek Rehabilitation project. This project consisted of a single-span CIP slab bridge, CIDH piles, reconstructing existing sandstone retaining walls, significant shoring and falsework, architectural concrete railing, utility relocation, decorative lighting, dewatering, and a creek diversion. The project was constructed within a highly environmentally sensitive area and included monitoring and relocation of steelhead, tidewater gobies, and nesting birds. The existing channel walls were historically significant and involved specific HLC requirements as to their reconstruction. Responsibilities included organizing project records, inspections and materials testing, falsework and shoring review, field engineering, working drawing review, RFIs, submittals, negotiating and implementing of contract change orders, utility coordination, environmental compliance, and progress pay estimates.



## Phil Gaston, PE

### Resident Engineer/Structure Representative



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Construction management and inspection
- Construction administration
- Transportation projects

#### Years of Experience

- 16 Total
- 1.5 With MNS

#### Licensing

- Professional Civil Engineer, CA No. 80205

#### Certifications

- Trench and Shoring Safety
- HAZWOPR Awareness
- Defensive Driving
- CPR/AED

#### Education

- BS, Civil Engineering, North Carolina State University, NC
- University of North Carolina, Asheville, Political Science and 2+years of Engineering Curriculum

Mr. Gaston has 16 years of transportation infrastructure construction and design experience. For the past 10 years, Philip served as a Civil Engineer for the County of Santa Barbara where he led the Structures Section within the Transportation Division. He was responsible for ensuring projects meet federal, state, and local requirements. He is experienced with Caltrans specifications and guidelines, state and federal funding requirements, staging of construction projects, and navigating the regulatory agencies' permits including Regional Water Quality Control Boards (RWQCB) Section 401, US Army Corps of Engineers Section 404, California Department of Fish and Wildlife SAA Section 1602. His experience includes:

**Floradale Avenue Bridge, County of Santa Barbara, CA. Structure Representative/Resident Engineer.** This \$16M bridge replacement project is located west of Lompoc, CA. The new bridge is 60 feet longer than the original structure, constructed adjacent to the existing bridge, and includes aesthetic enhancements such as stained tubular bicycle railing and a concrete barrier with stained faux cobblestones and stacked rocks. The existing bridge that crosses the Santa Ynez River was built in 1969 and was replaced due to seismic deficiencies. Once the new bridge is complete, the existing bridge will be demolished. The new 580-foot-long and 43.5-foot-wide concrete bridge will incorporate a four-span cast-in-place post-tensioned concrete box girder superstructure founded upon three 48-inch-diameter cast-in-drilled-hole (CIDH) concrete piles at each abutment and one 10-foot-diameter CIDH pile at each of the piers with parabolic flared columns. The project also constructed thousands of cubic yards of new embankment for roadway approaches in a new alignment to the west of the existing bridge. Extensive utility coordination for two sewer lines to move from the existing bridge to their final locations is required. Funding sources include the Federal Highway Bridge Program (\$14.2M), Proposition 1B State Seismic Funds (\$600K), and Local Funds (\$1.2M).



**Clark Avenue at US 101 Interchange Improvement, County of Santa Barbara, CA. Resident Engineer.** This \$2.9M improvement project included new bike lanes, a new traffic signal, new concrete barriers, storm drain improvements, and approximately 15,000 cubic yards of embankment work for the realignment of the US 101 ramps at Clark Avenue. The project was initiated as a safety improvement due to the accident history at the northbound on/off-ramps. The project required direct coordination with Caltrans on a daily basis given work in the state right-of-way and designation as an oversight project.

**Ashley Road Bridge Replacement, County of Santa Barbara, CA. Resident Engineer/ Structure Representative.** This \$1.7M bridge replacement project is located between East Mountain Drive and Sycamore Canyon Road. The original bridge built in 1918 was severely damaged during the 1/9 Debris Flow. Stone railings were demolished and washed away downstream and the spandrel wall along the right side of the arch was significantly damaged. Sections of the abutments had broken away and washed downstream. The original bridge was demolished and replaced with a temporary bridge for emergency use only in June 2018. The replacement was expedited as part of the continuous process of restoring transportation connectivity to Montecito. Steps have been taken to make sure the new bridge reflects the natural environment of the neighborhood and honors the historical significance of the old bridge. The new bridge is 64 feet long and 24 feet wide with a superstructure consisting of pre-cast, pre-stressed, box girders transversely post-tensioned in place founded upon four 24-inch diameter cast-in-drilled hole (CIDH) concrete piles at each abutment. The project also included significant storm drainage improvements and aesthetic features including precast arch edge beams with natural sandstone facing. Funding for the \$1.7 million project was provided by FEMA Federal Aid for Disaster funding (\$1.3M), California Office of Emergency Services State Aid for Disaster funding (\$340,000), and the Santa Barbara County General Fund (\$113,000).

**Thomas Fire Debris Flow Incident Disaster Response, County of Santa Barbara, CA. Field Operations Leader.** Phil oversaw inspectors and contractors handling debris

removal, working within the Incident Command System reporting to the Division Operations Center. The team removed thousands of cubic yards of debris from local roads in Montecito after the January 2018 incident. Phil also designed a temporary bridge, oversaw its installation, and provided construction inspection of numerous repairs.

**Tepusquet Road Retaining Wall, County of Santa Barbara, CA. Resident Engineer.** This \$360K project included 100 linear feet of new soldier pile retaining wall with tie-back ground anchors, approach roadway hot-mix-asphalt (HMA) work, and new Midwest Guardrailing. The project was initiated as an emergency repair after significant storm damage in 2019.

**Union Valley Parkway, Phase III, County of Santa Barbara, CA. Assistant Resident Engineer/Closeout Resident Engineer.** This project constructed a new road between Hummel Drive and State Route 135 in Orcutt, CA. For Phase III of the Union Valley Parkway Project, a partnership was formed between the County, the City of Santa Maria, and Caltrans. This phase included 2,000 feet of new four-lane roadway on Union Valley Parkway, new traffic signals, new drainage structures, new curb, gutter, sidewalks, and medians, street lighting, and a 2,000-foot-long shoe-fly realignment of Orcutt Road. It also included change order work to widen Union Valley Parkway between Hummel and Bradley Road, which Phil also designed.

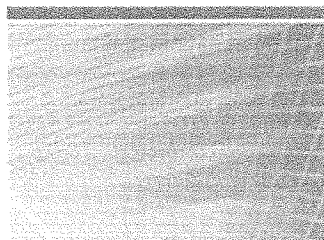
**Jalama Road Bridge Replacement (Bridge 51C-0371), County of Santa Barbara, CA. Resident Engineer.** This project constructed a new bridge over Jalama Creek on Jalama Road. This bridge is the longest pre-cast spliced girder bridge owned by a local agency in California. The bridge was constructed in stages with a temporary signal system installed to control traffic through the work zone. The new bridge is a 160-foot-long and 36.83-foot-wide cast-in-place concrete deck on a 7-foot-deep pre-cast, post-tensioned, spliced bulb-T girders, founded upon four 48-inch-diameter cast-in-drilled-hole (CIDH) concrete piles at each abutment. The project also included storm drain improvements, approach roadway work, and 140 feet of soldier pile retaining walls pre-cast concrete lagging.





David Lewis, PE

Resident Engineer/Structure Representative



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Construction management and inspection
- Transportation projects: bridges, highways, interchanges
- Caltrans

#### Years of Experience

- 35 Total
- 3 With MNS

#### Licensing

- Professional Civil Engineer, CA No. 47531

#### Certifications

- ProCPR Adult CPR/AED and First Aid Certificate, No. 161578288907757
- ACI Concrete Field Testing Technician-Grade 1, No. 02142962

#### Education

- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

#### Professional Development

- Caltrans Resident Engineer Academy and Bridge Design Academy

Mr. Lewis has significant success in managing transportation projects with over 26 years acting as Resident Engineer and/or Structure Representative on construction projects designed and built under Caltrans specifications. Dave has eight years of overlapping experience as the Engineer of Record (EOR) and/or Project Manager and Engineer of bridge projects under Caltrans specifications. He is proficient at all aspects of field duties and contract administration for road and bridge construction projects including inspecting work; checking falsework; shoring plans and shop drawings; preparing contract change orders; maintaining accurate construction records of quantities, material quality control and quality assurance; and preparing estimates and daily reports. Dave is very familiar with most Caltrans technical manuals and the Caltrans Uniform Filing System and has experience specifying, editing, and interpreting, Caltrans Standard Specifications, Special Provisions, and Standard Plans. Project experience includes:

#### Bridge Maintenance at Various Locations on US 101, Caltrans District 59/5, Santa Barbara County, CA.

*Structure Representative.* This \$4.5M bridge maintenance project consisted of deck rehabilitation at various locations in Santa Barbara County. The projects involved removal and replacement approach slabs, removal and replacement of unsound bridge deck concrete, placement of methacrylate deck treatment, profiling the existing bridge deck to determine fill grades for the placement of a polyester concrete overlay, and replacement of Type B and Type a joint seals, and polyester expansion dams. Responsibilities included lead inspection of work, verification of materials, completing daily reports, traffic control monitoring, and tracking item quantities.

#### US 101 High-Occupancy Vehicle (HOV) Segment B, Caltrans District 59/5, Carpinteria, CA.

*Structure Representative.* This \$151M Caltrans multistage construction project, along a 3.3-mile stretch of US 101, will reconstruct the current freeway, improve horizontal and vertical sight distance, and add a high-occupancy vehicle (HOV) lane to the freeway in each direction between the City of Carpinteria and Summerland. New



## David Lewis, PE | RESUME PG 2

creek bridges will be built over Toro and Arroyo Paredon Creeks. The South Padaro Bridge and intersection will be completely reconstructed and freeway on- and off-ramp will be improved at South Padaro Lane, North Padaro Lane, and Santa Claus Lane. Three new sound walls will be constructed along the corridor. Construction elements include three bridge replacements; concrete retaining walls; sound walls; reinforced box culverts and drainage improvements; over 62,400 tons of hot mix asphalt (HMA) paving; 62,400 cubic yards of continuously reinforced concrete pavement (CRCP); 3,590 cubic yards of jointed plain concrete pavement; overhead sign structures; concrete barrier railing and metal beam guard rails (MBGRs); and multiple utility realignments. As a result of several concurrent corridor projects, constant communication is required between projects, other local agencies, and the public.

**Gerald Desmond Bridge Replacement, Port of Long Beach, CA.** *Senior Bridge Inspector/Quality Assurance Engineer.* The \$1.5B superstructure consisted of a cast-in-place (CIP) post-tensioned concrete box girder bridge approach spans and cable stayed main span with structural steel superstructure and light weight concrete deck. Construction elements involved solid and hollow reinforced concrete columns supporting the approach spans and hollow reinforced concrete towers supporting the main span all founded on massive reinforced concrete pile caps atop 6- and 8-inch diameter cast-in-drilled-hole (CIDH) piles incorporating pile tip grouting. Responsibilities included managing the quality control program for the contractor including multiple quality control (QC) inspectors, coordinating with Caltrans, developing QC reports, and resolving quality control issues. Structural items included structural concrete, cast-in-drilled-hole (CIDH) piles, bar reinforcement, post-tensioning various elements of the bridge, structural steel girders and connections.

**Donovan Road and Stowell Road Interchanges, Santa Barbara County Association of Governments (SBCAG), CA.** *Resident Engineer/Structure Representative.* This \$11M project was a multiple stage, multiple location, and multiple bridge reconstruction project, which involved two separate interchanges—Donovan Road and Stowell Road overcrossings—and

respective approaching roadway sections. Project elements included two, post-tensioned box girder bridges; over 85,000 cubic yards of earthwork; traffic control; extensive utility coordination and relocation; paving; electrical; and landscaping. Coordination with SBCAG, City, County, and Caltrans was required.

**Niblick Bridge Widening, City of Paso Robles, CA.** *Resident Engineer/Structure Representative.* This \$8M major transportation improvement project consisted of widening the existing 11-span, five-frame cast-in-place, pre-stressed concrete box girder bridge. Bridge quantities included over five miles of driven steel H-pile, over 9,000 cubic yards of concrete and 2.5 million pounds of reinforcing steel. The project also required embankment settlement period, signal and lighting construction, roadway crown transitions, and Americans with Disabilities Act (ADA) requirements. Utilities within this project included a high-pressure natural gas transmission line, high voltage electrical lines, communication lines, and large diameter City water mains. Coordination with the City, Caltrans, Union Pacific Railroad, California Department of Fish and Wildlife, US Army Corp of Engineers, and the California Highway Patrol was required. Dave's responsibilities included: overall project management; inspection and testing; structure submittals including falsework, shoring, post-tensioning, piles, stem and soffit and deck grading; RFI review; negotiating CCOs; coordination; and progress pay estimates.

**San Pedro Creek Bridge Replacement, Phase I, City of Santa Barbara, CA.** *Resident Engineer/Structure Representative.* This \$2M project replaced existing timber bridges with a two-span, pre-cast/pre-stressed concrete slab on cast-in-place concrete abutments and piers founded on driven pre-stressed concrete piles. Strict compliance with the various permit requirements associated with working over a creek was a key feature to the project. Improved stream channel and bridge approaches were also part of the project.



## Clifford Replogle, PE

### Resident Engineer/Structure Representative



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Constructability reviews
- Erosion Control
- Analysis and abatement of construction activity noise
- Bridge improvements
- Shoring
- Caltrans
- Transportation systems

#### Years of Experience

- 28 Total
- <1 With MNS

#### Licensing

- Professional Civil Engineer, CA No. 59629

#### Certification

- OSHA 10-Hrs. Construction

#### Education

- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA
- Resident Engineer, CALTRANS Academy
- LA Metro Rail Safety Training
- LA Metro Wayside Worker Protection Training

Mr. Replogle brings more than 28 years of leadership and management of relevant heavy-civil and transportation engineering projects exceeding \$1B. Clifford's background includes serving as a Resident Engineer and Quality Controls Manager on highway, bridge, and street improvement projects designed and built under Caltrans specifications. His extensive experience includes administering construction projects for civil works elements including constructability reviews. His experience also includes site design, hydrology, shoring, erosion control, drainage, stormwater management plans and BMPs, performing pre- and post-construction surveys, and analysis and abatement of construction activity noise and vibration consistent with federal, state, and local regulations. Clifford has developed QA/QC program that includes agency codes, regulations and environmental compliance for inspection, analysis, and testing. His strength is making recommendations and taking corrective action on various issues. He manages cost control, quality, safety and project schedules, inspection of work, checking false-work, shoring plans and shop drawings, preparing contract change orders, maintaining accurate construction records of quantities, material quality control and quality assurance, and preparing daily reports through project close-outs. His experience includes:

**Various Bridge Projects, County of Santa Barbara, CA.** *Resident Engineer/Structure Representative/Project Engineer.* Clifford worked for the County for more than 19 years on major bridge and highway projects as Resident Engineer, Project Engineer, and Structure Representative. He is very familiar with FHWA, DOT, and Caltrans regulation and code requirements and coordinated environmental reviews and CEQA compliance. Some of his notable projects were the Union Valley Parkway Extension Phase III in Santa Maria California, where he served as the Resident Engineer for the Final Phase of the new Union Valley Road Collector which created a new road arterial. Clifford provided extensive construction inspection oversight, review of grading, retaining walls, shoring plans, erosion control reports, storm-water plans, BMPs, and monitoring along with coordination with



Caltrans and the City of Santa Maria. Relevant Bridge and Road Demolition:

**Tepusquet Road Bridge 51C-0353, County of Santa Barbara, CA. Structure Representative.** This \$4.2M project involved the construction of a 700-foot long, 5-span, CIP post-tensioned open box girder bridge founded on 7-foot diameter CIDH pier columns and 24-foot CIDH abutment piles. This new two-lane plus bike lane-wide project replaced an annually graded low water crossing that was destroyed often each mile extra winter thereby making a 15 trip for residents and tourists in the popular Wine Country of Northern Santa Barbara County, approximately 10 miles east of Orcutt California.

**LA Metro, Division 20 Portal Widening Turnback, Crack Monitoring Plan Instrumentation, Los Angeles, CA. Instrumentation Project Manager.** This project for Metro includes the Division 20 Rail Yard Portal Widening Project to provide Instrumentation and Monitoring on the 1st St Viaduct and surrounding sensitive structures in Los Angeles. This bridge is approximately 100 years old and a monument in the city's architectural history. Clifford's role is to manage all aspects of instrumentation for settlement and vibration caused by construction and modifications to the bridge. Utilizing state-of-the-art equipment and Lidar, he can monitor cracks and displacement/ vibration all under one program that will report in real-time and seconds any movement that may cause damage to the bridge and or structures within the zone of influence.

**Gerald Desmond Bridge Replacement, Caltrans and Port of Long Beach, CA. Critical Activity Manager/Lead Quality Engineer.** The \$1.2B replacement bridge will be two miles long, including over 6,000 feet of elevated approach viaducts up to 200 feet high, and a major freeway interchange providing 200 feet of vertical clearance. As Senior Bridge Inspector and Critical Activity Manager, Clifford was responsible for signing off on assigned Final Major Activities as defined in the project Quality Management Plan and enforcing the QA program to the satisfaction of Independent Quality Assurance oversight (Caltrans and the Port of Long Beach) of California's 1st Cable Stayed Bridge with a 1,000-foot main-span. Clifford's vast responsibilities included verifying CIDH Piles, CIDH high-pressure tip grouting

protocol verification, Gamma Logging, Cross Hole Sonic Logging, and subsequently Pile Anomaly repair and documentation. Clifford was responsible for final verification, field calculations, and sign-off of reinforced concrete structures and also verified Post Tensioning Shop Drawings, checked calculations for elongation and final Pjack, verified PT duct profiles and checked web and deck blister layouts, PT anchorage systems, verified field post-tensioning and final grouting for conformance to the Caltrans PT and Design Manuals.

**Old Coast Highway Bridge 51C-113, County of Santa Barbara, CA. Resident Engineer/Structure Representative.** This \$1.6M project involved the construction of a 116-foot long, 2-lane plus bike lane wide, single span, CIP post-tensioned box girder bridge founded on 24-inch diameter abutment piles. This bridge replaced a historic "Kings Highway" earth-filled arch bridge, spanning 50 feet over Nojoqui Creek in the Santa Ynez Valley just five miles south of Buellton California. The work also included the construction of new approaches, slope reconstruction, and drainage improvements.

**Bell Street Bridge No. 51C-0157, County of Santa Barbara, CA. Resident Engineer/Structure Representative.** This \$1.2M project was constructed in the town of Los Alamos CA spanning San Antonio Creek, and involved the removal of the existing 320-foot-long eight-span structure and replacement with a new 34.5-M long, 2-lane plus bike lane wide, single-span CIP post-tensioned open box girder bridge founded on Class 900 precast/prestressed concrete piles. Duties included all aspects of the project both as Resident Engineer and Structure Representative including review and approval of a lead removal plan (existing bridge stringers painted in red lead paint) and resolving a conflict with existing piles and footings. The project required a heightened embankment earthen surcharge period for subgrade consolidation; temporary sanitary sewer realignment and subsequent relocation to the new bridge; creek contour grading, new rock slope protection (RSP), and strict adherence to environmental permit conditions.



## Justin Akabogu, PE, CCM, QSP

### Resident Engineer/Structure Representative



#### Firm

- V&A, Inc.

#### Years of Experience

- 20 Total
- 2 With V&A, Inc.

#### Licensing

- Professional Civil Engineer, CA No. 72437

#### Certifications

- Certified Construction Manager (CCM)
- Qualified SWPP Practitioner (QSP)

#### Education

- BS, Civil Engineering, Institute of Management & Technology (IMT), Nigeria
- Graduate Diploma (Civil Engineering), Nnamdi Azikiwe University, Awka, Nigeria

Mr. Akabogu is an experienced construction engineer with 20 years of experience providing engineering and construction management services for a wide range of public works improvements, including transportation. Justin's experience includes:

**City of Bakersfield, Thomas Roads Improvements Program (TRIP), Centennial Corridor – Mainline, Bakersfield, California.** The project is part of the TRIP program and extends State Route 58 from State Route 99 to Westside Parkway (1.8 mi). The project adds a collector-distributor on the Northbound SR 99 and constructs the NB to WB connector and includes various local road improvements including realigning and cul-de-sacs along the corridor, widening and realignment of Chester Ave at SR 58, and construction of a traffic signal at the Eastbound SR 58 ramps/Brundage Lane intersection. This project constructs ten new bridge structures as well as several retaining walls and sound walls, CRCP and HMA paving. Mr. Akabogu is the Assistant Resident Engineer responsible for the coordination of various construction management efforts.

**City of Bakersfield, Thomas Roads Improvements Program (TRIP), Bakersfield Freeway Connector, Bakersfield, California.** *Construction Manager.* This project is part of the TRIP program. The project widens Highway 58 at the State Route 99 interchange and reconstructs the westbound to southbound connector ramp at the State Route 58/State Route 99 interchange. The project also moves the southbound State Route 99 entrance to the Ming Avenue off-ramp and constructs a barrier-separated connector ramp to Ming Avenue. Construction is underway on the westbound State Route 58 bridge widening, the new Ming Avenue off-ramp, and the westbound-to-southbound connector ramp. Mr. Akabogu is responsible for construction management.

**Caltrans (District 10) Structure Construction Field Office, Turlock, CA.** *Assistant Structure Representative.* This project involves construction of new freeway lanes on State Route 99 between 0.8 miles South of Hammat Avenue OC located t post mile (PM) R29.0 and the



## Justin Akabogu, PE, CCM, QSP | RESUME PG 2

Merced County/Stanslaus County line located at PM R37.2 in Merced County within 50ft of adjacent railroad. This project widens the existing four lane freeway to a six-lane freeway in order to provide the capacity needed to accommodate growth in traffic. The project also includes the widening of NB Merced River Bridge, NB Collier Road UC, and NB El Capitan Way UC; construction of 1175ft Sound Wall on 16" diameter CIDH piles that spanned across PG&E, Telecommunication utilities, upgrades the existing intelligent traffic system. Mr. Akabogu served as Assistant Structures Representative whose duties included: maintaining daily record of contractor's activity in the field including extra work quantities as it occurs; assisting SR to review contractor's submittal; inspecting/reviewing concrete mix design/trial batches; shoot existing deck grades for production of new bridge (widen) deck contours; pick grades for abutments, soffit, and deck; and review acceptance test results and publish summary sheets.

**Caltrans (District 07) – Structure Construction Field Office, Wilmington, CA.** *Lead Assistant Structure Representative.* Schuyler Heim Bridge Replacement Project - This project involves replacement of the Schuyler Heim Bridge (Steel Lift Bridge) with a fixed-span (CIP) bridge along the existing bridge alignment. It consists of a new six-lane, twenty-three-span cast-in-place pre-stressed concrete box girder bridge, and approach structures over Cerritos Channel here in Los Angeles, California. The bridge has a total length of 4,122 feet with 2,213 feet on/off – ramp structures, 1,381 feet mechanically stabilized earth retaining wall and 688 feet Type 1 reinforced concrete retaining wall. Overwater borings, large diameter CIDH foundations, over/adjacent to many railroad tracks leading in & out of LA/Long Beach ports and liquefaction mitigation using cement deep soil mixing (CDSM) were the most challenging features of the construction. Mr. Akabogu served as Lead Assistant Structure Rep who was responsible for assisting the structure rep in technical oversight and contract administration of this bridge project. The Lead assistant Structure Rep becomes the structure rep whenever the Structure Rep is not available. Directly responsible for inspection, planning, scheduling and coordination of construction inspection, quality assurance, co-ordination with contractor on field construction issues, coordinating

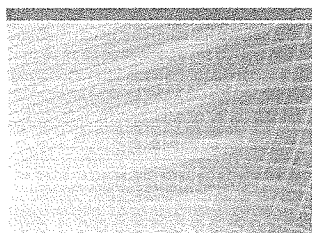
and supervising inspectors as well as documentation of the project progress and payment. Duties also include maintaining daily record of construction site activity, produce required reports on progress, safety, quality, schedule and budget status. Coordinate with others to document contractor progress pay estimates and calculations to support the technical aspects of the structure work including shoring, false-work and quantities.

**Garden Grove Freeway (State Route 22) High-Occupancy Vehicle (HOV) Lane Project, Orange County Transportation Authority (OCTA), CA.** *Senior Construction Inspector.* This project includes the widening of the existing six-lane facility by adding HOV lanes in each direction between Valley View Avenue and State Route 55. In addition, a continuous auxiliary lane will be constructed in each direction between Interstate 5 and Beach Boulevard (State Route 39). Other features include a braid between the southbound State Route 57 connector and The City Drive ramps on westbound State Route 22, a collector-distributor road on eastbound State Route 22 between The City Drive and Interstate 5, the State Route 22 and State Route 57 interchange, 13 interchange improvements, 35 bridge widening and/or reconstruction, construction of an additional 85 retaining walls and sound walls, and 48 lane miles of new Portland cement concrete pavement and asphalt concrete. Mr. Akabogu served as Senior Construction Inspector and was responsible for Construction inspection of various activities such as Portland cement concrete (PCC) and asphalt concrete (AC) pavements, retaining walls, sound walls, embankments, drainages, Signs, CIDH piles etc. including traffic handling and detours. Sampling construction materials for testing and verify test results for contract compliance. Maintain regular schedule review and monitor critical activities. Prepare and submit monthly progress pay quantities of contract items being covered. Review safety compliance at every construction stage and perform job hazard analysis. Prepare safety observation reports and recommend follow up corrective action. Determine acceptability of construction procedures in accordance with safe work practices in compliance with site-specific safety procedures and industry standards. Conduct verification on level of work done by contractors with regards to claims for payments and pay quantities.



## Matt Davis, PE

### Resident Engineer/Structure Representative



#### Firm

- DCME, Inc.

#### Years of Experience

- 30 Total
- 4 with DCME

#### Licensing

- Professional Civil Engineer, CA No. 72848

#### Education

- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

With a continuous passion for projects, Mr. Davis's formal experience in the construction and engineering industry began 30 years ago as an assistant for a general civil grading and paving contractor. Since then, his career path has led him through increasingly advanced and varied roles on all sides of the project, working for construction contractors, Public Works Agency management, civil engineering professional consulting, and even as a construction/engineering expert witness. After a decade working in a Civil Engineering/Construction Management firm, where he became a Principal and Partner, Matt has leveraged this body of work to start a Project/Construction Management and Engineering firm of his own. This valuable depth and breadth of construction and engineering experience, representing all sides of various projects, has developed in Matt a keen technical understanding and project awareness of the pertinent details. With this exceptional skill set, Matt is able to apply predictive evaluation, critical thinking, and conflict avoidance at all levels of his work. Having fulfilled every role in the project organization chart during the development of his career, Matt has the ability—and easy willingness—to step into any task necessary to advance the successful progress of his projects and assignments. His experience includes:

#### **Punta Gorda St Bridge Replacement & Sycamore Creek Channel Widening City of Santa Barbara**

*Resident Engineer/Structures Rep/Assistant Resident Engineer.* Mr. Davis managed this \$3M project by providing a combined role of Resident Engineer, Structures Representative, and Field Inspector duties on this critical first segment of the Sycamore Creek Widening and Bridge Replacement Program. The project included over 300 feet of channel widening, bridge demolition, and construction of a new precast bridge deck structure supported on CIDH pile foundation system. The project challenges also included daily environmental MMRP coordination, and significant utility relocation and coordination, especially with Southern California Edison Transmission, Distribution, and District divisions.



**Cota Street Bridge Replacement Project City of Santa Barbara, Structures Representative/Assistant Resident Engineer.** A \$4.2M project which included bridge demo and new construction, CIDH piles and driven piles, concrete soldier-pile retaining wall structures, flood control channel widening, diversion and dewatering of an active creek, as well as creek restoration. The bridge structure is precast I-Girder construction with cast-in-place structural concrete deck, supported on CIP abutments with driven steel pipe pile foundation system. Extensive CIP transition walls and channel walls are a soldier-pile system supported with steel beam piles installed by CIDH methods using a hollow-stem, full-flight auger drilling operation. Flood control elements included an engineered streambed, with select-graded natural rock materials, engineered placement of a rock weir structure, and Rock Slope Protection.

**Montecito Street Bridge Replacement City of Santa Barbara, Structures Representative and Structural Inspector.** This was a technically challenging bridge replacement project including bridge demo and replacement in an active creek channel over the permit-constrained season, though weather during the work contributed to construction challenges. Another critical factor was the installation of the significant CIDH pile foundation system using temporary full-length pile casing due to the high groundwater conditions and lenses of poorly graded soil and loose aggregates. The bridge super-structure was a cast-in-place post-tensioned deck, of which Mr. Davis exclusively oversaw all structural elements, from falsework, forms, and rebar, to tensioning duct profiles and jacking, through deck contour camber and grade control review of the design details.

**Quinientos Street Bridge Replacement City of Santa Barbara, Structures Representative.** This project included demo and replacement of an existing bridge over an active waterway, with CIDH (continuous flight auger) pile foundation system, cast in place abutments and deck, and CIDH-style soldier-pile channel retaining walls. Project was completed successfully within the permit duration and conditions, within budget and on-time. Mr. Davis covered all Structures Rep duties and supported the City-supplied RE.

**Old Town Sidewalks and Streets Rehabilitation City of Goleta, Resident Engineer.** This critical City infrastructure project added much-needed community right-of-way improvements in a very dense and active family neighborhood of the City. Improvements in this project added brand new features to this Old-Town/Downtown neighborhood that were previously lacking, including pedestrian and ADA sidewalks/ramps, new and modified parking, drainage control, utility relocation, and pavement rehabilitation. Construction scheduling was organized in phases to accommodate neighborhood and traffic needs, with extensive notification/outreach efforts and utility relocation consecutive and coordinated with the construction activity.

**Santa Rosa Road Widening and Retaining Walls City of Camarillo, Resident Engineer/Structures Representative.** This technically challenging project was more than just a critical roadway widening, but also included three very technical retaining wall structures. Slope stability and retaining wall methods included tie-back soil nail installation, structural shotcrete and CIP concrete facing, CIDH piles and soldier pile wall construction. Stage construction consisted of multi-phased traffic control to maintain the high volume of vehicles on this major arterial through various stages of roadway work, an impacted linear schedule greatly limited by the narrow workspace available, extensive utility relocation coordination as well as significant adjacent property owner considerations.

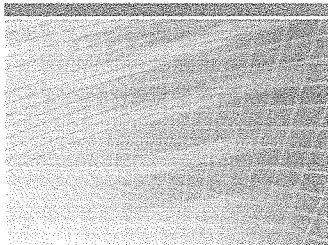
**Marsh Street Bridge Replacement City of San Luis Obispo, Resident Engineer/Structures Representative.** This project included the replacement of a major bridge structure on a primary corridor in downtown San Luis Obispo over a year-round creek and sensitive habitat. Unique bridge structure included micro-pile foundation support to the cast-in-place concrete abutments and bridge deck. Challenging aspects included: close coordination with a very active downtown community and stakeholders; installation of a new horizontal directionally-drilled sewer siphon without disruption to active service flows; establishment of the San Luis Creek stream diversion and dewatering with significant flows; and very technical site geometry for layout, access, shoring, utility coordination, adjacent properties, etc.





## Robert Hurd, PE

### Resident Engineer



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Roadway projects
- Structures
- Highway improvements
- Federally funded projects

#### Years of Experience

- 35 Total
- 3 With MNS

#### Licensing

- Professional Engineer, CA No. 51576

#### Education

- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo

#### Affiliations

- American Society of Civil Engineers

#### Awards

- Caltrans, Central Region Construction, "Superior Accomplishment Award" in recognition of exceptional performance on emergency contracts during the 2004/2005 Southern California Winter Storm disasters, January 2006
- Caltrans, Central Region Construction, "Hardhat Safety Award for 16 years continuous safe job performance," January 2004
- Caltrans, Legal Division, "Letter of Recognition," for assistance in preparation for and trial of several major pieces of litigation that were resolved most favorably for the State, from John J. Murphy, Attorney, May 2002

Mr. Hurd has 35 years of experience, including 27 years with Caltrans as a Senior Construction Engineer/Construction Area Manager managing both roadway and highway structures projects and Local Assistance Projects. Robert brings an expert command of Caltrans standards, procedures, and manuals. He is experienced in managing and inspecting state and federally funded highway improvement projects including earthwork and grading, hot mix asphalt (HMA) and Portland cement concrete (PCC) paving, drainage structures and systems, traffic control, signals and lighting, landscaping, Stormwater Pollution Prevention Plan (SWPPP), safety improvements including barriers and Midwest guardrail systems, buildings and maintenance facilities, bridges, and retaining walls. Robert's responsibilities include contract management and administration, developing and negotiating contract change orders (CCOs), submittal and Request for Information (RFI) review, inspection, review of materials testing, utility coordination, progress pay items, and schedule and budget control. He is knowledgeable with Caltrans methods, procedures, and standards. His experience includes:

#### Caltrans District 5 Construction, Santa Maria, CA.

*Senior Transportation Engineer/Construction Area Manager.* Responsibilities included:

- Responsible for planning, directing, and coordinating State Highway construction contracts in assigned area including both roadway and highway structures – bridges, retaining walls, and maintenance facilities.
- Oversight Engineer on locally administered projects on the State Highway System including Willow Road Interchange, Donovan Road and Stowell Road Interchanges.
- Oversee staff provided by Structures Construction office performing technical inspection and provide technical support for the design and construction of falsework and shoring
- Ensure materials and completed work comply with contracts, plans, specifications and cost estimates and project records comply with Department policies



## Robert Hurd, PE | RESUME PG 2

and procedures, both roadway and Structures Construction office

- Provide training for employees for all activities related to contract administration and construction engineering
- Collaborate with project designers on constructability reviews providing expert assistance on construction matters
- Provide expert testimony in construction claims and civil litigation
- Ensure compliance with regulations and specifications related to NPDES/SWPPP, labor compliance, and safety

**Caltrans Central Region Construction, Santa Barbara and San Luis Obispo Counties, CA. *Transportation Engineer.*** Responsibilities included:

- Administered more than 40 construction contracts as Resident Engineer in Santa Barbara and San Luis Obispo Counties
- Represented Structures Construction Office as Structure Representative when requested including building construction at the Santa Maria Maintenance Station
- Utilized critical path method software to administer progress schedules of construction contracts
- Employed Partnering and Dispute Review Boards to resolve disputes between contract parties at earliest possible time
- Fostered good relations with the public, media, and other functional units through effective communication
- Ensured construction projects built safely, in compliance with the contract documents and within contract funds
- Performed construction inspection and testing as Assistant Resident Engineer
- Performed several California Test Methods including relative compaction using nuclear gauge, sieve analysis, moisture content, sand equivalent and cleanness value as Assistant Resident Engineer
- Prepared Minor Maintenance Design Plans, Specifications and Estimates using Microstation computer software
- Designed State highways including drainage, horizontal and vertical alignment, superelevations and

superelevation runoff, sight and stopping distances and construction details as Project Engineer

**FHWA FTNP SEKI 10(12), Generals Highway, Sequoia and Kings Canyon National Park, CA. *Resident Engineer/Construction Inspector.*** This \$24M two-season project included full depth reclamation and HMA pavement rehabilitation throughout the Park's roadway system. At various locations throughout the project work also included cross-slope corrections, sub-grade excavation, embankment, roadway aggregate base, miscellaneous concrete repair, replacement of CMP drainage culverts, re-lining of various pipe culverts, concrete curb, paved drainage ditches and berms, Midwest guardrail, stone masonry, and traffic control. included construction of 42 permanent drainage systems, detention basins, 760,000 cubic yards of roadway.

**FHWA FTNP ERFO DEVA 11(1), Bonnie Clair Road, Death Valley National Park, CA. *Resident Engineer/Construction Inspector.*** This \$12.7M emergency repair project on the road to Scotty's Castle was due to storm damage in 2015. The project included roadway and embankment grading, HMA paving, drainage, rock slope protection, low water crossings, and 33,000 linear feet of buried concrete barrier with revetment mattresses to protect the edge of pavement.

**FHWA CA FLAP 460507(1), Buchanan Road, Stanislaus National Forest, CA. *Resident Engineer/Construction Inspector.*** This \$16M project involved the rehabilitation and reconstruction of Buchanan Road and the replacement of the Buchanan Mine Road Bridge. The work included earthwork, grading, construction of retaining walls, mechanically stabilized earth (MSE) walls, and reinforced soil slopes, drainage improvements, HMA paving and the replacement of the Buchanan Mine Road Bridge, which crosses the North Fork of the Tuolumne River, with a two lane, three span, precast concrete girder bridge. During this project there was a major landslide that was remediated with a rock buttress. Responsibilities included inspection of all items of construction, coordination with Park Service, contractor, and the public, daily reports, and progress pay items.



## Arturo Infante, PE

### Resident Engineer



#### Firm

- V&A, Inc.

#### Years of Experience

- 23 Total
- 4 With V&A, Inc.

#### Licensing

- Professional Civil Engineer, CA No. 64749

#### Education

- BS, Civil Engineering, California State University, Los Angeles

Mr. Infante has over 23 years of experience on transportation projects with engineering and construction management experience that include key roles as the project Construction Manager (CM). As a construction manager, Arturo has gained extensive experience in project management, construction administration, inspection, scheduling, critical path method analysis, mitigation monitoring and reporting programs (MMRPs), and dispute resolution. His management of successful projects stems from a career focused on quality engineering and project delivery, including service with Caltrans Districts, City of Burbank, City of LA, and Metro with the divisions of project management and construction. His experience includes:

**City of Bakersfield, Thomas Roads Improvements Program (TRIP), Centennial Corridor – Mainline, Bakersfield, California.** *Construction Manager.* The project is part of the TRIP program and extends State Route 58 from State Route 99 to Westside Parkway (1.8 mi). The project adds a collector-distributor on the Northbound SR 99 and constructs the NB to WB connector and includes various local road improvements including realigning and cul-de-sacs along the corridor, widening and realignment of Chester Avenue at SR 58, and construction of a traffic signal at the Eastbound SR 58 ramps/Brundage Lane intersection. This project constructs ten new bridge structures as well as several retaining walls and sound walls, CRCP and HMA paving. Arturo is the Construction Manager responsible for the coordination of construction management efforts.

**City of Bakersfield, Thomas Roads Improvements Program (TRIP), Bakersfield Freeway Connector, Bakersfield, California.** *Construction Manager.* This project is part of the TRIP program. The project widens Highway 58 at the State Route 99 interchange and reconstructs the westbound to southbound connector ramp at the State Route 58/State Route 99 interchange. The project also moves the southbound State Route 99 entrance to the Ming Avenue off-ramp and constructs a barrier-separated connector ramp to Ming Avenue. Construction is underway on the westbound State Route



## Arturo Infante, PE | RESUME PG 2

58 bridge widening, the new Ming Avenue off-ramp, and the westbound-to-southbound connector ramp. Mr. Infante is responsible for construction management, construction engineering, materials testing, and special inspections.

**Caltrans District 5-Linden and Casitas Pass Bridge Replacement, Carpinteria, California.** *Southern California Regional Rail Authority Representative.* Replace Linden Avenue, Casitas Pass Road, and Carpinteria Creek bridges to accommodate 6 lanes of traffic on US 101. Construct Soundwalls, Retaining Walls, drainage improvements, extend Via Real Rd, construct a roundabout at Ogan Rd and Via Real Rd, relocate utilities, and construct a class II bike path. Mr. Infante served as Southern California Regional Rail Authority (SCRRA) Representative providing construction administration and inspection using the Caltrans Standard Plans and Specifications, the Local Assistance Procedures Manual (LAPM), the Greenbook and SCRRA's Standard Specifications to ensure full contract compliance by the Contractor. The project involved the construction of a shoofly rail line and the installation of temporary grade crossings. General contract administration in accordance with State, SCRRA, and Federal aid requirements.

**Caltrans District 7 -Empire Project, Santa Barbara, California.** *Southern California Regional Rail Authority Representative.* Arturo served as the Southern California Regional Rail Authority (SCRRA) Representative providing construction administration and inspection using the Caltrans Standard Plans and Specifications, the Local Assistance Procedures Manual (LAPM), the Greenbook and SCRRA's Standard Specifications to ensure full contract compliance by the contractor. The project involved the construction of a shoofly rail line and the installation of temporary grade crossings. General contract administration in accordance with State, SCRRA, and Federal aid requirements.

**Caltrans District 5, California.** *Resident Engineer.* Arturo served as Resident Engineer for various Caltrans projects including widening of US 101 from four to six lanes. Install new drainage systems and bioswales, retaining walls and sound walls with architectural treatment. Construct a new roundabout. Project adjacent to Railroad lines, over Sycamore Creek and near the ocean and other near water bodies. Regular interaction with City and County of Santa Barbara Personnel and the Santa Barbara County Association of Governments, the media, and community groups.



## Andres S. Roldan, PE, QSP

### Resident Engineer



#### Firm

- V&A, Inc.

#### Years of Experience

- 24 Total
- 1 With V&A, Inc.

#### Professional Registration

- Professional Civil Engineer, CA No. 70274

#### Education

- MS, Engineering Management, California State University, Northridge
- BS, Civil Engineering, California State University, Northridge

Mr. Roldan has successfully led and worked with teams to complete complex Southern California highway and bridge projects for more than 24 years. Andres' extensive engineering and construction management experience includes key critical projects as Consultant Contract Manager (CCM) with the State of California Department of Transportation, Caltrans Districts 7 and 8, the City of Los Angeles Bureau of Engineering/Bridge Improvement Program, Orange County Transportation Authority (OCTA), County of Los Angeles Department of Public Works, City of Bakersfield, and the Alameda Construction East Construction Authority (ACE) as well as various municipal clients. He currently leads V&A practice for Construction Management in the Southern California. Key to his project success and client relationships is his focused management and alignment of staff resources with project requirements.

Andres' success is predicated on his communication style reflecting expertise gained from his hands-on engagement in project management, scheduling, estimating, construction inspection, contract administration, claim resolution, project coordination with designers, contractors, and field management of employees and subcontractors. His expert management of road and bridge projects stems from a career focused on quality engineering and project delivery, including working with the California Department of Transportation, Caltrans, in District 5 (Santa Barbara) and District 7 (Los Angeles) with the divisions of Project Management and Construction. His experience includes:

**City of Bakersfield, Thomas Roads Improvements Program (TRIP), Kern River Bridge Improvements Project and various Westpark improvement projects in preparation for the Centennial Corridor.**

**Bakersfield, California.** Construction Manager representing the City of Bakersfield for the Kern River Bridge Improvements (KRBI) Project. Andres is responsible for coordination with Caltrans District 6, local, and federal agencies for the local road improvements, soundwalls, sewer, streets; including construction of two new bridges, and the widening of two existing bridges



## Andres S. Roldan, PE, QSP | RESUME PG 2

over the Kern River. The KRBI project is the first key piece for the Centennial Corridor that will eventually provide a continuous alignment for Route 58 from SR99 to I-5. Centennial Corridor is TRIP's largest and most complex project to date.

**California Department of Transportation - District 7, As-Needed Construction Engineering, scheduling, and Inspection Services (07A4393, 07A3886, 07A3263, 07A3262, and 07A2592), Los Angeles County, California.** Consultant contract manager (CCM) for simultaneous on-call inspection contracts with Caltrans District 7; 07A3262 covering the I-5 South corridor widening projects, and 07A3263 covering Routes 10 & 60 east of Interstate 5, and CCM for the North Region of District 7 under the 07A3886 contract. Responsible for executing multiple task orders, screening, and assigning over twenty qualified staff to District 7 at peak demand to multiple construction offices. Task order assignments varied from providing a Lead Resident Engineer for the Empire project in Burbank, office engineer/scheduler on the 10/605 design build, Assistant Resident Engineers on I-5 north and south, to providing the master scheduler for the I-5 South corridor projects.

**City of Los Angeles, Bridge Improvement Program (C-109435) On-Call, Los Angeles, California.** Consultant Contract Manager assisting the City of Los Angeles Bureau of Engineering with qualified staff supporting the City with construction management services on 1st Street Bridge (Phase 2) and the 6th Street Bridge with an independent construction estimate. Due to his work on the constructability review for the Riverside Viaduct Replacement Mr. Roldan was selected as the Consultant Contract Manager for both design and construction management support services on the Riverside Viaduct Replacement Over the Los Angeles River. As Consultant Contract Manager he managed multiple task orders and subconsultants to assist the City with the successful project delivery for the City's Bridge Improvement Program.

**California Department of Transportation - District 8, As-Needed Construction Engineering and Inspection Services (08A2148), Riverside County, California.** Consultant contract manager for the on-call inspection

services in Caltrans District 8, covering the entire Riverside County up to the Arizona State line. Managed up to nine different task orders throughout Riverside County. Task order requirements varied from qualified personnel for early utility relocation on the SR91 Design Build project to paving projects in Blythe (Arizona border). Mobilized staff within 48 hours to assist with the roadway repairs of the Tex Wash Bridge on Interstate 10, 50 miles west of the Arizona border.

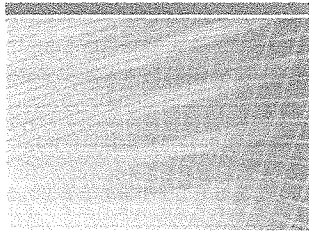
**City of Thousand Oaks, Wendy Drive Interchange (CI-5050), Thousand Oaks California.** Consultant Contract Manager for the widening of Wendy Drive Interchange over Highway 101. Mr. Roldan led a CM team that assisted the City of Thousand Oaks with the bridge widening and roadway improvements on this important thoroughfare for the City. The work involved coordination with Caltrans functional units for the oversight portion of the work. Engineer's Week Project of the Year and American Public Works Association (APWA) Ventura Chapter project of the year.

**City of Oxnard, Rice/Santa Clara Interchange (A-7235), Oxnard, California.** Consultant Contract Manager for the replacement of the Rice Santa Clara Interchange over Highway 101. Mr. Roldan led a CM team on this complex project with multiple utility relocation issues that required extensive out of sequence work as a mitigation measure to complete the major work. The work involved coordination with Caltrans functional units for the oversight portion of the work. American Public Works Association (APWA) Ventura Chapter project of the year in 2013.

**City of Bakersfield, Allen Road Bridge over Kern River and Roadway Improvements, Bakersfield, California.** Task Manager/Resident Engineer responsible for coordination of construction management efforts. In charge of organization of project documentation using the Local Assistance Procedures Manual. Allen Road Bridge involved construction of a bridge over the Kern River dealing with utilities, environmentally sensitive areas, and pile driving close to residential areas.



**Md. Wahiduzzaman, PE**  
**Resident Engineer**



**Firm**

- Bengal Engineering

**Years of Experience**

- 32 Total

**Licensing**

- Professional Civil Engineer, CA No. 49838

**Education**

- BS, Civil Engineering BUET Bangladesh
- MBA, International Business, Pacific States University Los Angeles, CA

Mr. Wahiduzzaman is a founding principal of Bengal Engineering, with over 32 years of experience, and has a broad background in analysis, design, construction support and project management for major public works bridge, structure, hydraulics and transportation projects. Md's structural design experience includes multi-span bridges, bridge seismic retrofit, bridge widening, stress ribbon and steel truss structures, structure capacity enhancements and retrofits, retaining walls and hydraulic structures following Caltrans, AASHTO LRFD, NRCS and USACE Guidelines. His expertise makes him an exceptional engineering professional for public works projects. His experience includes:

**Vandenberg Space Force Base On-Call contracts including:**

- Emergency Relocation of Coast Road
- Storm Drainage Repairs to Space Launch Complex 6
- Retrofit of the retaining walls to "Command Destruct Towers"
- Slope Repairs to Radar Installation at Pillar Point, CA

**Dune Palms Bridge, City of La Quinta.** Lead Construction Support Structural Engineer. Submittal and RFI review.

**Santa Monica Debris Basin Operational Improvements: Santa Barbara County Flood Control.** Includes 2 bridges and various drainage improvements all designed in accordance with Caltrans and California Division of Dam Safety protocols. This project is currently finishing construction.

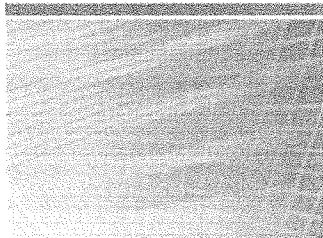
**Santa Barbara County Transportation Division, On-Call Program.** Mr. Wahiduzzaman leads Bengal's team for this current program.

**Santa Barbara County Flood Control District, On-Call Program.** Mr. Wahiduzzaman leads Bengal's team for this current program.



## Cole Hardin, PE

### Assistant Resident Engineer



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Construction management
- Sewer lift stations
- Water lines
- Roadways and Sidewalks
- FEMA emergency projects
- Grading

#### Years of Experience

- 28 Total
- 2 With MNS

#### Licensing

- Professional Civil Engineer, CA No. 60759

#### Education

- BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, CA

Mr. Hardin has over 28 years of experience in construction management for infrastructure improvements. Cole's background includes hands-on and inspection experience on major construction contracts including sewer lift stations and treatment facilities, water lines, storm drainage, roads and sidewalks, FEMA emergency repair projects, fire suppression, concrete footings, and retaining walls. His background includes extensive experience in the development of site plans, and grading plans, including the design necessary to obtain permits. Cole's experience includes:

**Foothill Road Bridge over Cuyama River, County of Santa Barbara, CA.** *Assistant Resident Engineer.* This bridge is being constructed to replace the existing low-water crossing. The new bridge structure is a multi-span reinforced concrete slab bridge supported on 30-inch-diameter pile extension columns and two abutments.

**State Water Supply and Turnout Improvements and Vandenburg Air Force Base, Central Coast Water Authority (CCWA), CA.** *Construction Inspector.* Cole performed inspection and management of the Vandenburg Air Force Base state water supply turnout including, water supply lines and water treatment utilities. The project involved the use of high-pressure polyvinyl chloride (PVC), ductile iron, instrumentation, and a CMU building for treatment controls.

**Devil's Den to Cachuma Lake Water Line Improvements, Central Coast Water Authority, CA.** *Construction Inspector.* Cole provided punch list items for the state water line from Devil's Den to Cachuma Lake. Responsibilities included inspecting the completion of construction items and the restoration of property of landowners impacted by the project construction. Restoration included fencing, paving, grading, and revegetation of impacted areas. Cole procured contractors to bid and perform work as necessary to make whole those involved.





**Tajiguas Landfill Storm Drain, County of Santa Barbara, CA.** *Construction Inspector.* This project involved the construction of a 44-inch high-density polyethylene force main (HDPE) welded pipe and buried in structural back-fill. The junctions consisted of concrete and rebar along with inlet and outlet structures.

**South Mountain Road Restoration, County of Ventura, CA.** *Construction Inspector.* The primary work for this project involved embankment protection and road construction. Rock riprap groins were constructed perpendicular to the road embankment to prevent erosion. The Department of Fish and Wildlife as well as the US Army Corps of Engineer were involved in the permitting and inspection process. Construction consisted of dewatering, excavation, grading, rock and geomattng placement, and paving. Cole's inspection responsibilities were to verify quantities, verify location of placement, and maintain compliance with permitting agencies.

**Sewer Lift Station and Sewer Line Improvements, County of Ventura, CA.** *Construction Inspector.* This project involved the instruction of a sewer lift station, sewer main lines, and road paving. Cole's responsibilities included inspecting and verifying the work and resolving any issues between the County and the contractor.

**Storm Damage Assessment for FEMA Funding, Central Coast Water Authority (CCWA), CA.** *Construction Inspector.* This project involved assessing storm damage to the state water system to procure FEMA funding, in the case of a State of Emergency. Repairs included restoring pipelines and structures in the right-of-way. Responsibilities included assessing the damage and restoration costs and negotiating with FEMA personnel to obtain federal funding for repairs.

**Sidewalk and Street Repair, City of Santa Barbara, CA.** *Construction Inspector.* This project involved the construction of sidewalks and handicap ramps at various locations throughout the City.

**Sewer Treatment Plant Improvements, Mission Hills Community Services District, CA.** *Project Manager and Construction Inspector.* This project involved sewer system upgrades and system reconfiguration of the sewer treatment plant. Responsibilities included contract administration and inspection services.

**Downtown Upgrades, City of Solvang, CA.** *Project Manager and Construction Inspector.* This project involved the construction of decorative sidewalks and hardscaping in the shopping district.

**Debris Basin Improvements, County of Santa Barbara, CA.** *Construction Inspector.* This project involved the removal and repair of debris basins in the Montecito region.

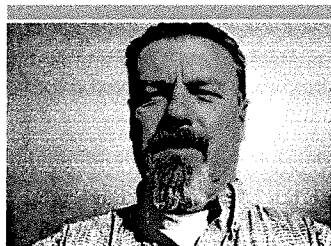
**Various Infrastructure Improvements, City of Santa Barbara, CA.** *Construction Inspector.* Cole provided construction inspection services on various water main, hydrant installation, and sewer main repairs.

**Various Residential Developments, CA.** *Construction Inspector.* Cole served as a construction inspector on residential developments throughout the Counties of Ventura, Santa Barbara, and Santa Maria. The inspection included grading, storm drains, and underground utilities.



## Garret Hilton, CPPI

### Assistant Resident Engineer



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Agency coordination
- Caltrans guidelines and procedures
- Drainage and storm water systems
- Project management and inspection
- Roadways and bridges

#### Years of Experience

- 35 Total
- 17 With MNS

#### Certifications

- Certified Public Infrastructure Inspector, APWA
- Caltrans CTM 518, 533, 539, 540
- Concrete Field Testing Technician, Grade 1, ACI
- Confined Space Entry
- Confined Space Awareness
- 10-hour Construction Safety, Cal/OSHA
- ProCPR Adult CPR/AED and First Aid Certificate, No. 15988916826289

#### Professional Development

- Temporary Pedestrian Facilities, Caltrans

Mr. Hilton has significant career experience with construction management, including site development, bridge construction, and inspection services for private and public agency clients. Prior to joining MNS, Garret worked as a project foreman on various bridge construction and seismic retrofit projects. He has worked on projects featuring reinforced concrete, post-tensioned and pre-stressed/pre-cast (PS/PC) girder bridges; tieback walls; retaining walls; underground utilities; drainage; and roadway construction. Many of his projects involved work over state highways, waterways, and railroads requiring constant coordination with Caltrans, US Department of Fish and Wildlife, Army Corps of Engineers, City and County staff, and railroad personnel. His experience includes:

**Los Carneros Road Overhead Bridge Replacement, City of Goleta, CA. Construction Inspector.** This \$6.3M staged construction project consisted of removing and replacing the existing bridge over the Union Pacific Railroad (UPRR) tracks and reconstruction of the approaching roadway. This project was multi-staged to accommodate traffic across the bridge throughout construction. New precast girders were used to construct the new bridge over the railroad tracks. The work within the UPRR right-of-way required close coordination with the railroad from the initial submittal of falsework plans to the flagmen required throughout construction. This project included driven pipe pile, shoring and falsework, pre-cast/pre-stressed (PC/PS) girders, retaining walls, lightweight expanded polystyrene backfill, and utility coordination and relocation, hot mix asphalt (HMA) paving, metal beam guard rail (MBGR), striping, and traffic control. Responsibilities included assisting with contract administration, reviewing and approving working drawings, falsework and shoring plans, mix designs, inspecting all work, and tracking change orders and item quantities.



## Garret Hilton, CPII | RESUME PG 2

**State Route 1 at Paul's Slide on Big Sur Coast, Emergency Repair (EA 05-1Q7703), Caltrans District 5, Monterey County (near Big Sur from Limekiln Creek Bridge to Castro Canyon Bridge), CA. Construction Inspector.** This \$76M emergency project repairs slopes and rockfall drapery, clearing slide material and drainage systems, and reconstructing roadway elements at twenty-five locations. At PM 22.0 to 22.4, the Paul's Slide Complex, a portion of the route was closed due to a massive movement of the landslide caused by heavy winter rains along the coast. This became the major focus of work since it was the only location where the State Route was closed between San Luis Obispo and Monterey. With continued movement of the slide and ongoing storm impacts, additional material had to be removed and the roadway realigned above the original alignment. This reduced the total amount of material to be moved and increased the buttress fill west of the roadway. Installations include additional drainage systems, a new structural section, and traffic control devices. The contractor has had a workforce of up to 35 – 50 personnel and 25 – 35 pieces of heavy equipment working from dawn to dusk seven days a week. Construction management responsibilities include providing construction inspection; coordinating with the contractor and Caltrans Maintenance Design; tracking labor, equipment, and material used, tracking daily costs, and supporting the development of FEMA and FHWA summary documents for the project.

**State Route 1/Old Creek Bridge Replacement (EA 05-0L7223), Caltrans District 5, San Luis Obispo County, near Morro Bay, CA. Construction Inspector.** This \$8.3m project replaces the existing northbound State Route 1 bridge over Old Creek. The replacement of the existing bridge requires the use of lane closures and traffic detours through the existing southbound State Route 1 bridge over Old Creek. Project activities include: the installation of water diversions/dewatering of the project area, utility relocation, demolition of the existing bridge, removal of existing sacked concrete/rock slope protection (RSP) armoring, construction of the new 187-foot long, 43-foot wide bridge (consisting of 32 cast-in-drilled-hole (CIDH) piles, eight piers, abutments, and 33 pre-cast/pre-stressed bridge deck sections), construction of an over-side drain, recontouring of the stream, placement of RSP, and on-site

mitigation planting/restoration. The project is being constructed in an environmentally sensitive area and involves adhering to numerous permit and work windows. Garret is responsible for the inspection of bridge items including falsework review, grade verification/control, material verification, daily inspection, and safety.

**US 101 Widening and Rehabilitation at San Miguel, Caltrans District 5, San Miguel, CA. Construction Inspector.** This \$53M project features realigning the highway and the on/off-ramps at the intersections near San Miguel; widening three pre-cast/pre-stressed I-girder bridges; replacing one bridge; and multiple retaining walls including a 750-foot-long soil nail wall. Construction work also involves the realignment and reprofiling the roadway, hot mix asphalt (HMA) and rubberized hot mix asphalt (RHMA) paving, construction and/or upgrades to multiple drainage systems, metal beam guard rail (MBGR), concrete barrier replacements, and lean concrete base. The project is being built in multiple stages and locations and is phased to accommodate the dynamic nature of the work; significant traffic control; and strict adherence to permitting and tight work windows as work was performed over San Marcos Creek. Responsibilities include review of submittals, requests for information (RFIs), working drawings, and grade take-offs and checks; daily inspection and reports; and coordination.

**Methacrylate and Joint Seal Replacement, Caltrans District 59, CA. Construction Inspector.** This methacrylate and joint seal replacement project consisted of 15 locations in Santa Barbara County including San Roque Canyon, Turnpike Road OC, Maria Ygnacio Creek, Route 217 Connector, and Storke Road OC. The work includes 8 locations with Methacrylate Deck treatment, 1 location with Polyester Deck treatment, and multiple joint replacements. The joint replacements include Type A, B, Assemblies, and Asphaltic plugs. This project included coordination with traffic control to facilitate the deck treatment, striping, and skid testing.



## Chris Cooper, CP II

### Assistant Resident Engineer



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Construction inspection
- Materials testing
- Transportation projects—roadways, interchanges, bridges, highways
- Pavement rehabilitation

#### Years of Experience

- 21 Total
- 7 With MNS

#### Certifications

- Caltrans CTM 105, 125, 125AC, 125AGG, 125PCC, 201, 202, 216, 217, 226, 227, 231, 504, 518, 523, 533, 539, 540, 556, 577
- Certified Public Infrastructure Inspector, APWA
- ACI Concrete Field Testing Technician-Grade 1, No. 01057304. Expiration 01/29/2026
- ICC Pre-Stressed Concrete Special Inspector, No. 5312076-92
- ICC Reinforced Concrete Special Inspector, No. 5312076-49
- ICC Soils Special Inspector, No. 5312076-EC
- ICC Spray Applied Fire Proofing Special Inspector
- ICC Structural Masonry Special Inspector, No. 5312076-84
- Radiation Safety Officer, APNGA
- Defensive Driving
- ProCPR Adult CPR/AED and First Aid Certificate, No. 159811010523201

#### Professional Development

- Temporary Pedestrian Facilities, Caltrans

Mr. Cooper has over 21 years of experience as a construction inspector and materials technician working on highway/roadway improvements. Chris' expertise includes concrete and hot mix asphalt (HMA) placement inspection, masonry, bolting, pre-stressed concrete, soils and geotechnical testing, and framing and nailing inspection, soils and geotechnical testing. He has provided field quality control and quality assurance in both structure and infrastructure projects. He is knowledgeable with Caltrans methods and procedures. His experience includes:

**Bello Street Bridge Replacement Project, City of Pismo Beach, CA.** *Construction Inspector.* The bridge replacement consists of constructing a widened three-span, pre-stressed flat slab bridge to accommodate two 12-foot lanes of vehicular traffic and a 12-foot-wide Class 1 bike path; the bridge will be constructed on a similar horizontal alignment to the existing bridge but with a raised vertical alignment. The bridge superstructure is supported by seat type abutments and concrete pier caps. Abutment No. 1 and 4 are founded on 30-inch and 60-inch-diameter cast-in-drilled-holes (CIDH) concrete piles, respectively, with the 36-inch-diameter concrete pier columns being supported by 60-inch-diameter CIDH concrete piles. Additional features of this \$4.8M project include architectural treatment at the abutments and wingwalls; rock slope protection at both abutments; installation of a 6-inch potable water line and 4-inch sewer force main inside the new flat slab bridge; a 10-inch gas line installed along the easterly edge of deck; Type 836 concrete barrier; and steel pedestrian railing placed along the west side of the bridge. The project will also replace approximately 600 feet of adjacent Type A hot mix asphalt (HMA) roadway and construct a Class 2 aggregate base trail under span three of the new bridge. During construction, the Pismo Creek Bridge will remain out of service to through traffic. Responsibilities include daily inspection, daily reports, coordinating materials testing, and tracking quantities. The project contains federal funding and is being administered per Caltrans LAPM guidelines.



## Chris Cooper, CPII | RESUME PG 2

**Measure K-14 Road Rehabilitation, Newport Avenue, City of Grover Beach, CA. Construction Inspector.** This project consisted of installation, H2O Service tie in replacements, Broken H2O 4" transite line replacements due to construction with C900 PVC and torque couplers, Shallow ( E ) 6" Pismo H2O Line removal, lowering and replacement, 75 LF of 4" C900 PVC placement between 5th and 6th St. with Blow Off valve assembly and valve replacements, concrete kickers, Dead end tie in N. 8th St. with C900 PVC and Torque Couplers Main Line 6" Valve Replacement with thrust block and Hydrant placement with 6" tie in with thrust block.

**Measure K-14 Road Rehabilitation, Oceanview, City of Grover Beach, CA. Construction Inspector.** This project repaired water lines that sustained multiple breaks from construction traffic over subgrades. The project consisted of broken transite 4-inch line repair with C900 PVC, Torque couplers and concrete kickers, new hydrant installation with 6-inch ductile iron pipe and thrust block placement, removal and installation of new blow off valve system with pressure testing, sampling station removal and installation.

**Newport Avenue Rehabilitation and Repair, City of Grover Beach, CA. Construction Inspector.** Funded by Measure K-14, this \$2.3M provided full-depth street rehabilitation of Newport Avenue from 4th Street to Oak Park Boulevard including the construction of bulb-outs at most of the intersections and upgrading numerous curb ramps, sidewalks, and driveways to current Americans with Disabilities Act (ADA) standards. In addition to the concrete work, the project also involved water utility improvements at various locations, placement of a decomposed granite (DG) path, and constructing a buffered bike lane with a modified pavement section, and complete roadway reconstruction for over 12 blocks. Chris provided daily construction inspection of the project including continually monitoring the traffic control; daily reports; and tracking item quantities. The project was constructed in accordance with Caltrans specifications, standards, and procedures.

**On-Call Construction Management/Construction Inspection—2020 Measure D Projects, Santa Cruz County, CA. Construction Inspector.** This project consists

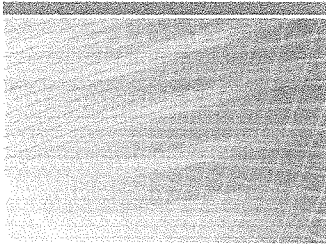
of pavement grinding, pavement pulverization, digouts, asphalt concrete overlays, microsurfacing, rubberized cape seals, striping, pavement markings, subdrain, and adjusting street monuments to grade.

**Roadway Sealing and Laurel Lane Complete Streets, City of San Luis Obispo, CA. Construction Inspector.** This \$2.3M project consisted of Type II slurry seal and new striping at various locations throughout the City of San Luis Obispo, including a major restriping of Laurel Lane to include new bike lanes. The project also installed new ADA curb ramps and traffic calming speed bumps. Responsibilities included calibration of placement equipment, inspection of stripe removal, installation of slurry, inspection of ADA ramps, tracking quantities, monitoring traffic control, and coordinating with the City.

**Hollister Avenue Class I Bike Path and Pedestrian Improvements, City of Goleta, CA. Construction Inspector.** This \$5M project constructed a Class I bike/multi-purpose path along the south side of Hollister Avenue from Pacific Oaks Road to Ellwood Elementary School. This project consisted of over a mile of complete street improvements such as pavement rehabilitation, multimodal path construction, replacement of over a dozen curb ramps, drainage improvements, signaled intersection upgrades, parkway and median planter construction, and curb and gutter replacement. The pavement rehabilitation entailed removal and replacement of failing pavement sections, pavement leveling courses, pavement overlays, and micro surfacing placement. The project also incorporated a detailed landscape and recycled water irrigation plan, which enhanced the bikeway and pedestrian path. The construction team maintained access to adjacent businesses and provided safe pedestrian and bicycle passage through the project site. Proactive daily traffic control monitoring and coordination with the public also contributed to the success of the project. The multiple funding sources for this project included a \$1.6M Active Transportation Program (ATP) grant for project construction, Measure A, and Goleta Transportation Impact Program funds. MNS utilized an in-house document control system to manage the project in accordance with City and Caltrans Local Assistance Procedure Manual (LAPM) guidelines.



**Jemmi Irabon, EIT**  
**Assistant Resident Engineer**



**Firm**

- MNS Engineers, Inc.

**Areas of Expertise**

- Highways and bridges
- Utility relocations
- Caltrans

**Years of Experience**

- 10 Total
- <1 With MNS

**Licensing**

- Engineer-in-Training, CA No. XE105534

**Certification(s)**

- Asphalt Institute Inspection Certification
- Construction Safety
- Cal/OSHA Traffic Control Safety

**Education**

- AA, Engineering, Santa Barbara City College
- Coursework, Civil Engineering, Adamson University, Philippines

**Professional Development**

- Local Assistant Resident Engineer Academy

Mr. Irabon has over 10 years of experience in construction management and inspection. Jemmi's experience covers a diverse range of public works projects including roadways, bridges, water/sewer systems, utility relocation, landscaping/irrigation system, and parks/recreation projects. He brings project coordination between clients, utilities, contractors, and other agencies such as Caltrans. He brings extensive knowledge with projects located in the County of Santa Barbara and knows Caltrans standards and procedures. Jemmi also served in the United States Army and Army National Guard. His experience includes:

**US 101 HOV Lane Improvement, Phase 4B, Caltrans District 5, Carpinteria, CA. Assistant Resident Engineer.**

This \$151M Caltrans multistage HOV widening construction project along a 5-mile stretch of US 101 is part of a multi-phase improvement project that reconstructs and widens the existing highway to support high-occupancy vehicle (HOV) lanes along a 9-mile stretch of US 101 within the Carpinteria/Santa Barbara corridor. The project replaces several bridges and an interchanges/overpass over US 101, upgrades multiple on and off-ramps, and constructs improvements to the frontage road. The US 101 expansion will accommodate the six lanes of traffic with an HOV lane in each direction. The improvements also raise the grade on US 101 by up to 10 feet and include sound walls with architectural treatments. Construction elements include multiple cast-in-place (CIP) and post-tensioned box girder bridge structure replacements; concrete retaining walls; drainage improvements; rapid set lean concrete base (LCB) and jointed plain concrete pavement (JPCP); over 25,000 tons of hot mix asphalt (HMA) paving; 12,000 cubic yards of continuously reinforced concrete pavement (CRCP); overhead sign structures; concrete barrier railing and metal beam guard rails (MBGRs); signals and lighting; and multiple utility realignments. With multiple segments being constructed concurrently, this project required constant coordination with Caltrans staff, the contractor, City of Carpinteria, and the public. This project also required special attention to environmental permits due to the project location in an environmentally sensitive area.



## Jemmi Irabon, EIT | RESUME PG 2

Responsibilities include construction inspection and contract administration; RFI and submittal review; traffic control; daily reports.

### **Various County Road Hardscape Repair, County of Santa Barbara, CA. Assistant Resident**

*Engineer/Construction Inspector.* Totaling \$1.5M in construction value, these projects included reconstructed damaged curbs, gutters, ramps, and sidewalks at various locations within the County. The construction work consisted of the saw-cutting portion of existing pavement, removal of existing curbs, gutters, ramps, and sidewalks, grading subgrade, placing base, and pouring concrete. Field inspection responsibilities involved traffic control and safety review, checking grades to maintain American with Disabilities Act (ADA) compliance, checking compaction and flowline slopes, verifying materials used for compliance, and daily reports.

### **County Roads Pavement Rehabilitation, Santa Barbara County, CA. Assistant Resident**

*Engineer/Construction Inspector.* Totaling \$3M in construction value, these projects consisted of asphalt paving of County public roads at various locations. The construction work included grinding of conform area, dig-out and repairing failed areas, placing oil emulsion and asphalt concrete, installing pavement markers, and painting traffic tripping and stop sign markings. Field inspection responsibilities included reviewing traffic control plans, coordinating working schedules with affected neighborhoods and businesses, verifying asphalt tickets and temperature, checking pavement thickness, reviewing the final product against the approved plans, and daily reports.

### **Refugio Road Prefabricated Bridge and Storm Drain, Santa Barbara County, CA. Assistant Resident**

*Engineer/Construction Inspector.* This \$2M construction valued project removed the old bridge crossing, earthwork, construction of the prefabricated bridge, installation of drainage pipes, and construction of a roadway bridge approach. Construction inspection responsibilities involved coordination of the road closure through local emergency services and affected businesses, daily reports and coordinated with the Resident Engineer on material submittals and change

orders, provided inspection of bridge foundation, wing walls, retaining walls, decking, railing, and drainage system, and assist with the progress estimates and administrative work.

### **County Parks Landscaping and Irrigation Improvements. Assistant Resident Engineer/Construction**

*Inspector.* Totaling \$50K, these projects removed vegetation and other old plants, removed the old irrigation system, earthwork, mulching, planting new plant species, and installed a new irrigation system in various sites throughout the County. Construction inspection responsibilities included reviewing landscaping plans, coordinating materials delivery with the contractor, coordinating project schedules with the Parks and Recreation Department manager to maintain open areas including spaces reserved for camping, and daily reports.



**Michael McFadden, EIT**  
**Assistant Resident Engineer**



**Firm**

- MNS Engineers, Inc.

**Areas of Expertise**

- Water resources
- Wastewater infrastructure

**Years of Experience**

- 15 Total
- 5 With MNS

**Licensing**

- Engineer-in-Training, CA No. 158994

**Certificates**

- ProCPR Adult CPR/AED and First Aid Certificate, No. 163820859973388
- ACI Concrete Field Testing Technician-Grade 1, No. 02142961

**Education**

- BS, Civil Engineering, San Diego State University, CA

Mr. McFadden has over 15 years of experience specializing in design and construction management and inspection of public works projects such as pipelines, water distribution systems, hydraulics, roadways, and interchanges. Michael began his civil engineering career as an Engineering Aide in the United States (US) Navy. His tasks involved design and construction of various improvements. He utilized AutoCAD to prepare drawings and sketches; and operating and maintaining various precision surveying and lab test instruments in the field. Michael also worked for geotechnical/materials testing firms and a contractor to further enhance his engineering knowledge base. His experience includes:

**US 101 High-Occupancy Vehicles (HOV) Lanes, Caltrans District 5, Carpinteria, CA.** *Construction Inspector.* This \$340M high-occupancy vehicle (HOV) Corridor Improvement project is being constructed in multiple segments that will ultimately widen and reconstruct approximately five miles of US 101 in Carpinteria and Montecito to accommodate HOV lanes and provide safety improvements through the corridor. The initial segments include 4A (\$89M), 4B (\$151M), and 4C (\$106M). The contract is being procured as a CMGC contract with the various segments being constructed in a sequential manner with much overlap. The various segments replace and widens multiple bridges and interchanges/overpasses over US 101, upgrades over 10 on and off-ramps, extends and reconstructs portions of the existing Via Real frontage road. The US 101 expansion will ultimately accommodate six lanes of traffic. Additional improvements include sound walls with architectural treatments along US 101 and reconstructing the grade on US 101 by up to 10 feet to provide improved sight distance. Construction elements include cast-in-place (CIP) and post-tensioned box girder bridge structures; cast-in-place, voided slab bridge structures; PS/PC girder bridges; concrete retaining walls; sound walls; reinforced box culverts and drainage improvements; rapid set lean concrete base (LCB) and jointed plain concrete pavement (JPCP); over 50,000 tons of hot mix asphalt (HMA) paving; over 40,000 cubic yards of continuously reinforced concrete pavement (CRCP);





## Michael McFadden, EIT | RESUME PG 2

overhead sign structures; concrete barrier railing and metal beam guard rails (MBGRs); signals and lighting; and multiple utility realignments. As a result of several concurrent interchange construction projects at various locations, this project required constant coordination with the City of Carpinteria, other local agencies, and the public. This project also required special attention to environmental permits due to the project location in an environmentally sensitive area (Carpinteria Creek).

**Palo Comado Canyon Road Interchange Project, City of Agoura Hills, Agoura Hills, CA. Construction Inspector.** This \$12M Interchange Improvement project is being constructed in several stages and includes widening Palo Comado Canyon Road and the Overcrossing over US Route 101 with one lane in each direction and a left-turn lane for the northbound on-ramp. The project widens the shoulders to accommodate Class II bike lanes and sidewalks on both sides of Palo Comado Canyon Road. The northbound on and off ramps are being widened including construction of a new traffic signal at the intersection with Palo Comado Canyon Road, new street and bridge lighting, architectural features, signs and striping, and new irrigation and landscaping. The existing PC/PS I-Girder and T-Beam bridge is being widened on both sides. The project also includes three retaining walls; overhead signs; relocation of several utilities; drainage systems; ramp metering; earthwork; hot mix asphalt (HMA) paving; jointed plain concrete pavement (JPCP); Americans with Disabilities Act (ADA) compliant curb ramps, driveways, and sidewalks; and adherence to environmental permitting requirements. Responsibilities include daily inspection and documentation, monitoring traffic control, preparing monthly estimates, submittal review, tracking extra work, and checking grades.

**Miramonte Pavement Resurfacing, County of Ventura, CA. Construction Inspector.** This pavement resurfacing project was located in the Miramonte and East Ojai areas of the County. The improvements were constructed in various locations encompassing approximately 3.30 miles of deteriorated roadway. Improvements and rehabilitation included surface preparation and crack sealing, asphalt curb/dike sealing, pavement resurfacing with type II slurry seal, and final pavement delineation and markings. Other work items included traffic control, WPCP implementation,

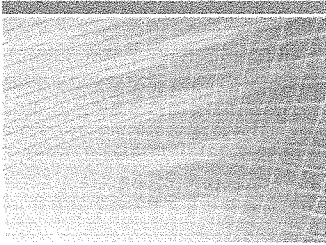
and field coordination. Responsibilities included daily inspection and documentation, monitoring traffic control, preparing pay quantities, and submittal review.

**Hollister Avenue Class I Bike Path and Pedestrian Improvements, City of Goleta, Goleta, CA. Construction Inspector.** This \$2M project constructed a Class I bike/multi-purpose path along the south side of Hollister Avenue from Pacific Oaks Road to Ellwood Elementary School. This project consisted of over a mile of complete street improvements such as pavement rehabilitation, multimodal path construction, replacement of over a dozen curb ramps, drainage improvements, signaled intersection upgrades, parkway and median planter construction, and curb and gutter replacement. The pavement rehabilitation entailed removal and replacement of failing pavement sections, pavement leveling courses, pavement overlays, and micro surfacing placement. It was critical to maintain access to adjacent businesses and provided safe pedestrian and bicycle passage through the project site. Proactive daily traffic control monitoring and coordination with the public also contributed to the success of the project. There were multiple funding sources for this project, which was administered per Caltrans Local Assistance Procedure Manual (LAPM) guidelines. Responsibilities included project inspection, coordination, daily reports, inspection of traffic control, tracking quantities.

**Sespe Street Bike Lane Improvements, County of Ventura, CA. Construction Inspector.** This \$900K bike lane project was constructed in two segments. Segment A consisted of widening the existing roadway in order to accommodate new Class III bike lanes along the west side of Sespe Street, slurry sealing the entire roadway, and final pavement delineation and striping. Segment B consisted of striping and signing approximately 1.5 miles of pavement for the delineation of Class III bike lanes on both sides of Pasadena Avenue between Sespe Street and Chambersburg Road (CA Route 23). Responsibilities include daily inspection and documentation, monitoring traffic control, pay quantities, and submittal review.



**Phil Lemmon, CPII**  
**Assistant Resident Engineer**



**Firm**

- MNS Engineers, Inc.

**Areas of Expertise**

- Field support for design
- Caltrans guidelines and procedures
- Pavement rehabilitation
- Construction management and inspection
- Water and wastewater systems
- Underground utility construction projects

**Years of Experience**

- 51 Total
- 31 With MNS

**Certifications**

- Certified Public Infrastructure Inspector, APWA
- Nuclear testing gauge operator No. 059034
- Construction Safety Certification, CFR Title 29, Cal/OSHA
- HAZWOPER, Cal/OSHA
- Confined Space Awareness

**Award(s)**

- 2014 APWA Project of the Year, San Jose Creek and Capacity Improvements and Fish Passage

Mr. Lemmon brings an impressive career of experience in construction project management, pavement construction inspection, and detailed knowledge of all aspects of public works construction. Phil has extensive experience in providing field support for engineering in addition to construction inspection. He has worked on numerous projects, including pavement, grading, curb and gutter, traffic control, trenching, boring, micro-tunneling, and blasting. A majority of this project experience has included Caltrans specifications, methods, and procedures. His experience includes:

**US 101/State Route 41 Guard Rail Removal and Installation of Concrete Median Barrier (EA 05-1F4903), Caltrans District 5, Atascadero, San Luis Obispo County, CA. Construction Inspector.**

MNS provided construction management for pavement rehabilitation on US 101. The project included the installation of a new metal guardrail system (MGS), localized post and rail element wall shoulder support, along the northbound lane, with concrete barriers slabs for each of the three bridge approaches for State Route 41 between post miles 12.5 and 13.3, west of Atascadero, in San Luis Obispo County. The new MGS was placed approximately a minimum of 4 feet outside of the edge of travel way (ETW). To facilitate this, shallow sliver fills retained by a metal beam and post rail element wall were locally placed behind the MGS to widen the top of slope hinge line.

**US 101 High-Occupancy Vehicle (HOV) Carpinteria Segment 4A (EA 05-ON7AU4) Caltrans District 59 in District 5, CA. Construction Inspector.**

This \$151M Caltrans multistage construction project along a 3.3-mile stretch of US 101 reconstructed the freeway and added an HOV lane in each direction. The project was constructed in multiple stages and included staged shoring and falsework, CIDH and driven piles, two new creek bridges, and new reinforced box culverts. Additional construction activities included replacing three existing bridges, realigning retaining walls, and adding miles of new sound walls and barrier rail. The project won the Platinum Hard Hat Award in Safety Excellence. A full-time



## Phil Lemmon, CPII | RESUME PG 2

Safety Manager was retained for the duration of the project. The Safety Manager and team leaders fostered a culture in which each activity was planned and executed with safety at the forefront. Going above and beyond standard safety requirements, the team developed project-specific quarterly safety themes and conducted monthly operations meetings. The rigorous safety program and activity included the following: respond to third-party on-site emergencies; documented tailgate safety meetings; checklists and training; partnering charter with emphasis on safety; extensive personnel training; incentives for safety engagement; and high team participation in safety events.

### **Las Cruces Pavement Rehabilitation at State Route 1, Caltrans District 5, Lompoc, CA. *Construction Inspector.***

This \$60M Caltrans project is being constructed along a 19.3-mile stretch of State Route 1. Construction involves profile grinding and overlaying State Route 1 with over 64,000 tons of rubberized hot mix asphalt (RHMA) (gap graded). This project also consists of removing over 13,000 linear feet of guard rail; and installing over 10,700 linear feet of Midwest Guardrail System and over 360 linear feet of concrete barrier transition at 53 locations throughout the project. Work also involves significant drainage improvements. Additionally, there was over 118,000 linear feet of asphalt concrete (AC) dike removed and replaced with approximately 117,770 linear feet of hot mix asphalt (HMA) dike (various types).

### **2016 Street Repairs, City of Arroyo Grande, CA.**

*Construction Inspector.* This street repair project prolonged the life of numerous streets and prepared them for a slurry seal application. Construction involved removing and replacing failing sections of pavement with a 4-inch hot mix asphalt plug on the streets to be slurry sealed and then grinding and placing a thin maintenance overlay on streets in need of more extensive repair. The project also involved significant replacement of sidewalk and curb ramp to bring the area in compliance with the Americans with Disabilities Act (ADA). This project required close attention to the contractor's traffic control and communication with the design team to incorporate several approved design exceptions into the sidewalks and curb ramps.

**Spring Street Overcrossing Paint Repair at US 101, Caltrans District 5/59, Paso Robles, CA. *Structures Inspector.*** This \$4M steel girder paint repair project was part of the Caltrans District 5/59 On-Call Structures Construction Engineering and Construction Inspection contract. This project consisted of blast removal of the paint from the steel girder I-beams. The area needed to be shrouded to prevent migration of the lead contaminated paint chips. Girders were cleaned and prepped and received a coat of inorganic zinc primer.

**Lewis Road (State Route 34) Grade Separation, County of Ventura, CA. *Structures Inspector.*** This \$18M Caltrans oversight project widened the existing highway; constructed a 614-foot-long by 44-foot-wide, five-span, reinforced concrete box girder overhead bridge crossing the Union Pacific Railroad (UPRR); and founded on 3.2-foot diameter and 11-foot CIDH piles. This project also included MSE wall, approximately one mile of RCB culvert, drainage facilities, traffic signal improvements, relocation of utilities, irrigation, and landscaping.

**Various Pavement Rehabilitation Projects, City of Buellton, CA. *Construction Inspector.*** For the past sixteen years, Phil has assisted on numerous pavement rehabilitation projects including inspection, field stationing, pavement evaluation, marking, measuring and sketching/tabulating pavement repairs, coring samples, determining structural sections, sampling soils, and other field data for the design and construction of the City's ongoing pavement rehabilitation program.

**Pavement Rehabilitation Program, City of Santa Barbara, CA.** Phil provided assistance with field stationing, pavement evaluation, marking, measuring and sketching/tabulating pavement repairs, and obtaining other field data for this annual rehabilitation program.

**Waterfront Street Rehabilitation, City of Santa Barbara, CA. *Construction Inspector.*** For this project, Phil provided compaction testing, concrete resting and concrete placement inspection. The work consisted of reconstruction of streets, curb/gutter/sidewalk, cross gutters and replacement of water mains.



## Tim Stover, CP II

### Assistant Resident Engineer



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Bridges, roadways, and dams
- Structural concrete
- Large water line systems
- Permit processing
- Wet and dry utilities
- Grading
- Project management
- Plan check
- Caltrans

#### Years of Experience

- 28 Total
- 6 With MNS

#### Certifications

- Certified Public Infrastructure Inspector, APWA
- ICC Certified Residential Building Inspector, No. 8869048
- Confined Space Awareness
- Defensive Driving
- ProCPR Adult CPR/AED and First Aid Certificate, No. 159891377380110

Mr. Stover has over 28 years of experience in construction inspection for transportation infrastructure and water resource projects. Many of Tim's projects involved work in environmentally sensitive areas and waterways, which required extensive permitting, environmental mitigation, and multi-agency coordination. He has provided construction inspection services for projects involving bridges, roadways, highways, dams, and large water and sewer line systems. His expertise includes structural concrete, hazardous material, wet and dry utilities, abatement, earthwork, and grading. Prior to becoming a Construction Inspector, Tim worked as a contractor where his responsibilities included interfacing with on-site personnel and subcontractors to ensure coordination of duties and responsibilities while meeting all deadlines; performing construction form design, layout, construction and demolition, in addition to allocating general and daily responsibilities; coordinating with city and state officials and office support staff to accommodate project details; maintaining high standards of workmanship that adhered to original plans and specifications; ensuring manpower and resources were adequate to finish jobs ahead of schedule and under budget; serving as lead manager on water and wastewater facilities, dam, roadway, and bridge projects; and producing written reports documenting construction progress and projections. His experience includes:

**US 101 HOV Lanes, Caltrans District 5, Carpinteria, CA.** *Construction Inspector.* This high-occupancy vehicle (HOV) Corridor Improvement project is being constructed in multiple segments that will ultimately widen and reconstruct approximately five miles of US 101 in Carpinteria and Montecito to accommodate HOV lanes and provide safety improvements through the corridor. The initial segments include 4A (\$89M), 4B (\$151M), and 4C (\$106M). The various segments replace and widen multiple bridges and interchanges/overpasses over US 101, upgrades over 10 on and off-ramps, extends and reconstructs portions of the existing Via Real frontage road. The US 101 expansion will ultimately accommodate six lanes of traffic. Additional improvements include sound walls with architectural treatments along US 101 and



## Tim Stover, CPII | RESUME PG 2

reconstructing the grade on US 101 by up to 10 feet to provide improved sight distance. Construction elements include cast-in-place (CIP) and post-tensioned box girder bridge structures; cast-in-place, voided slab bridge structures; pre-stressed/pre-cast (PS/PC) girder bridges; concrete retaining walls; sound walls; reinforced box culverts and drainage improvements; rapid set lean concrete base (LCB) and jointed plain concrete pavement (JPCP); over 50,000 tons of hot mix asphalt (HMA) paving; over 40,000 cubic yards of continuously reinforced concrete pavement (CRCP); overhead sign structures; concrete barrier railing and metal beam guard rails (MBGRs); signals and lighting; and multiple utility realignments. As a result of several concurrent interchange construction projects at various locations, this project required constant coordination with the City of Carpinteria, other local agencies, and the public. This project also required special attention to environmental permits due to the project location in an environmentally sensitive area (Carpinteria Creek). Responsibilities included inspection of structure related items, grade verification, item quantity calculations, daily inspection and reports, and coordination.

**US 101 Widening and Rehabilitation at San Miguel, Caltrans, San Miguel, CA.** *Structure Construction Inspector.* This Caltrans project involved roadway rehabilitation and bridge construction along an eight-mile stretch of US 101 through the City of San Miguel. The roadway rehabilitation reconstructed portions of US 101 including a one-mile realignment of highway and resurfacing the remaining portions. The rehabilitation also included the reconstruction 16 freeway on- and off-ramps and over 28 drainage systems. The project's bridge construction involved the construction of three new bridges and the widening of seven bridges under crossings. The new bridges included two 220-foot-long two-span, pre-cast concrete girder bridges over the San Marcos Creek and one 300-foot-long, and three-span pre-cast concrete girder bridge over a US 101 on-ramp. The project was built in multiple stages to accommodate traffic through this heavily traveled corridor. The project also included a soil nail retaining wall, embankments with specified settlement periods; traffic control; jointed plain concrete pavement (JPCP), and multiple utility relocations. The project provided for beautification with the

construction of architectural treatment of the concrete barriers, retaining walls, and gore concrete. This project constructed in accordance with applicable Caltrans standards, methods, and procedures. Responsibilities included inspection of structure related items, grade verification, item quantity calculations, daily inspection and reports, and coordination.

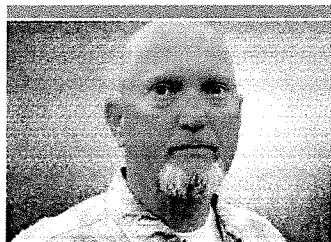
**Newell Creek Dam Spillway Bridge Replacement, City of Santa Cruz, CA.** *Construction Inspector.* This \$725K project replaced an existing bridge over the spillway at Newell Creek Dam at Loch Lomond, above Santa Cruz in a remote location. The new 31-foot-long, single-span bridge consists of pre-cast deck panels with a 7-inch cast-in-place deck surface and overhang. The new bridge is founded on 24-inch cast-in-drilled-hole (CIDH) piles and cast-in-place concrete abutments. The project also included demolition of the existing bridge structure, excavation, erection of the new precast girder panels, placement of the new deck and barrier rails, grading of the new roadway, placement of the hot mix asphalt (HMA) pavement, and installation of new fencing. Responsibilities included inspecting the installation of the fiber optic line connecting the gate system to the security system of the Newhall Creek Dam site. Additional duties involved inspection of all work, documenting the contractor's progress, monitoring the contractor's work for both safety and adherence to the plans and specifications, monitoring the contractor's adherence to the approved Stormwater Pollution Prevention Plan (SWPPP), traffic control plan, tracking item quantities, daily reports, and submittal review.

**Measure K-14 Light Maintenance, City of Grover Beach, CA.** *Construction Inspector.* This pavement rehabilitation project prolonged the life of various City streets. The project removed and replaced (dig outs), failing sections of pavement, with a 4-inch hot mix asphalt (HMA) plug followed by a crack seal and a slurry seal of the entire street. A number of the dig out locations required root removal and curb and gutter replacement to repair damage caused by tree root intrusion. The work also included reinstalling the pavement stripe and markings.



## Lance Barton

### Assistant Resident Engineer



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Water construction projects
- Structure construction projects

#### Years of Experience

- 26 Total
- 1 With MNS

#### Certification(s)

- OSHA 10-Hour
- OSHA 30-Hour

Mr. Barton has over 26 years of experience in the construction industry. His roles have included serving as a laborer, journeymen pipe fitter, and superintendent increasing in responsibility to Construction Inspector on a variety of construction projects. Lance has worked on projects including drainage systems, sewer, water, and high-pressure lines, pipe bursting, and slip lining. In addition, he has also provided inspection for water purification treatment plant, installation of vertical turbine pumps, concrete masonry units (CMU) walls, pour-in-place tanks, electrical, mechanical piping, structural steel bridges, cast-in-place pre-stressed box girder bridge, mechanically stabilized earth (MSE) walls, pumping stations, placement of hot mix asphalt (HMA), structural excavation and backfill, field welding of structural steel, pile driving, pre-stressing bridge decks, and structural concrete pours. His experience includes:

#### **State Routes 154 and 246 Slide and Rockfall Removal, Caltrans (D5-06A2588; EA 05-1Q6803), CA.**

*Construction Inspector.* MNS has been engaged in consultant on-call Construction Inspection contracts as a prime and subconsultant with Caltrans District 5. Key responsibilities include providing inspection, critical path method (CPM) scheduling, materials testing, and office engineering on pavement rehabilitation, slope repair, landscaping, mainline widening, interchange improvements, slab replacement, safety improvements, guardrail improvements drainage improvements, and emergency slide projects.

#### **Thomas Roads Improvement Program (TRIP), Centennial Corridor Project, City of Bakersfield, CA.**

*Construction Inspector (Structure/Civil).* This \$147M project is an extension of State Route 58 (four lane freeway) in the City of Bakersfield from Read Road to Truxton Avenue. The project includes the construction of 11 bridges, one pumping plant, 26 retaining walls, five MSE walls, two soldier pile walls, approximately one million cubic yards of earth work, and miles of HMA and PCC paving. Responsibilities included inspections of bridge construction (falsework, reinforcing steel, concrete placement, cast-in-drilled-hole (CIDH) piles, MSE walls,



## Lance Barton | RESUME PG 2

retaining walls, sound walls, storm drainage systems, asphalt paving, and continuous reinforced concrete pavement (CRCP). Complete daily field diary of construction progress and a detail of personnel, equipment, material, and completion of quantities to prepare monthly payment estimates. He also reviewed project material submittals and monitored QC/QA testing results.

**TRIP, Bakersfield Freeway Connector Project, City of Bakersfield, CA.** *Construction Inspector (Structure/Civil).* This \$76M project constructs a new interchange from State Route 99 to State Route 58 (four lane freeway). The project includes the construction of three interchanges, three bridges, one pumping plants, 11 retaining walls, six sound walls, one soldier pile wall, approximately four hundred thousand cubic yards of earthwork, drainage systems, signals and lighting, HMA paving and CRCP. Responsibilities included inspections of bridge construction (falsework, reinforcing steel, concrete placement, CIDH piles, MSE walls, retaining walls, sound walls, storm drainage systems, asphalt paving wide flange beams, and CRCP). He prepared a complete daily field diary of construction progress and a detail of personnel, equipment, material, and completion of quantities to prepare monthly payment estimates. He also reviewed project material submittals and monitored QC/QA testing results.

**TRIP, Kern River Bridge Improvements, City of Bakersfield, CA.** *Construction Inspector (Structure/Civil).* This \$41M project extends Westside Parkway while integrating the previously constructed Phase 4 project. Project consists of four bridges and six-lane freeway. Lance provided inspection for both roadway and structures, inspection of all aspects of bridge construction including falsework erection and removal, pile driving, prestressing, structural concrete pours. He monitored bridge settlement during the soffit/stem pour and Deck pour including such items as retaining walls, abutments and bents for structural bridge widening, structural steel erection including bolt up, field welding of structural steel, installation of electrical components for traffic signals, installation of drainage systems, roadway excavation, roadway embankment, structural excavation and backfill, concrete barrier type 736sv and type 736s, installation

and removal of shoring, installation of street lighting, placement of HMA, and CIDH piles for overhead sign structures. Lance ensured all environmental and Storm Water Pollution Prevention Program (SWPPP) concerns were properly addressed during construction. He also generated quantity estimates to authorize payment to the contractor.

**On-Call Services, City of Bakersfield, CA.** *Construction Inspector.* Lance provided construction support to the City as part of an on-call contract and was responsible for roadway and infrastructure inspections. Work items included installation of electrical components for traffic signals; installation of drainage systems; roadway excavation; roadway embankment; installation of street lighting; and placement of HMA for various housing tracts. He coordinated all required soils tests (SE, gradation, and compaction) and concrete testing (SE, gradation, compaction, slump, temperature, air entrainment, concrete cylinders, and HMA). He also generated quantity estimates for progress payments to the contractor.

**Various Improvements, City of Bakersfield, CA.** *Superintendent.* While with RLH Fire Project, Lance served in a variety of capacities including serving as a Superintendent for projects consisting of designing, installing, repairing, and inspecting fire sprinkler systems throughout California. His duties included ensuring all aspects of various projects complied with all plans, specifications, local, state and federal laws regarding, such issues hours worked, safety and compliance with codes such as the fire codes. He was charged with the oversight of workers at functionally and geographically separated job sites; maintained schedules and supervised personnel and equipment logistics; and served as a direct liaison for RLH between general contractors and California State Fire Marshals, ensuring quality assurance. He conducted jobsite field inspections daily and weekly for any issues that may delay progress of job to make sure it's being installed to the best of our ability. He was also responsible for inspections and any corrections needed and maintained a daily of work conducted. He worked with engineers on sending and answering requests for information and any changes to plans.



## Steve Certuche

### Assistant Resident Engineer



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Highway and roadway improvement projects
- Caltrans standards and procedures

#### Years of Experience

- 28 Total
- 1 With MNS

#### Certification(s)

- OSHA 30-Hour Training

#### Education

- Coursework, Construction and Engineering, Bakersfield College

Mr. Certuche has over 28 years of experience in the construction industry, working as a contractor and as an inspector on large highway and roadway improvement projects. His role as a Lead Construction Inspector is enhanced through this direct hands-on construction experience. Steve has worked on and inspected projects involving placement of hot mix asphalt (HMA) and PCC paving, excavation and grading, drainage systems, concrete barrier rail, guardrail, retaining walls, and traffic control. In addition, he has also inspected structural steel bridges, cast-in-place (CIP) pre-stressed box girder bridge, mechanically stabilized earth (MSE) walls, field welding of structural steel, pile driving, and structural concrete pours for pumping stations, sewer, water, and high-pressure lines, water purification treatment plants, installation of vertical turbine pumps, concrete masonry units (CMU) walls, reinforced concrete tanks, electrical, and mechanical piping. He is also experienced in the use of AutoCAD. He has a thorough understanding of Caltrans methods, standards and specifications. His experience includes:

**State Route 46 Corridor Improvements, Cholame Segment (EA 05-3307A3), Caltrans District 5, CA. Lead Construction Manager.** This \$116M Caltrans corridor improvement project converts the Cholame segment of the existing State Route 46 from a two-lane conventional highway to a four-lane expressway. The multi-staged construction project includes a new alignment to accommodate traffic through this heavily traveled corridor. The project, located east of the Shandon Safety Roadside Rest Area, extends the previously constructed four-lane expressway five miles further to the east along State Route 46. As part of the realignment, the project constructs two new bridges and over 50 drainage systems including eight new reinforced concrete box culverts. Additional project elements include large hillside cut areas involving more than one million cubic yards of material; embankments with specified settlement periods; temporary pavement; traffic control; continuously reinforced concrete pavement (CRCP); and multiple underground utility protection elements. The new highway section consists of class 1 aggregate subbase, hot mix





## Steve Certuche | RESUME PG 2

asphalt (HMA) interlayment, and continuously reinforced concrete pavement (CRCP). Installations include removable bat habitats on the new bridges, dedicated kitfox crossings, and wildlife benches. This project was constructed in accordance with Caltrans standards, methods, and procedures. MNS is providing construction inspection, materials testing, and office engineering services for the highway and structures work, including Resident Engineer and Structure Representative duties. Tasks include daily inspection and documentation of the work and manpower, quantity calculations, traffic control, and materials testing. Additionally, MNS prepares monthly progress pay estimates; facilitates weekly meetings; reviews monthly schedule updates; prepares change orders; responds to RFIs; and reviews submittals.

**Thomas Roads Improvement Program (TRIP), Centennial Corridor Project, City of Bakersfield, CA.** *Lead Construction Inspector.* This \$147M project is an extension of State Route 58 (four lane freeway) in the City of Bakersfield from Read Road to Truxton Avenue. The project includes the construction of 11 bridges, one pumping plant, 26 retaining walls, five MSE walls, two soldier pile walls, approximately one million cubic yards of earth work, and miles of HMA and PCC paving. Responsibilities include inspections of construction (cast-in-drilled-hole piles, MSE walls, retaining walls, sound walls, storm drainage systems, HMA paving, continuous reinforced concrete pavement (CRCP), falsework, reinforcing steel, concrete placement. Responsibilities included complete daily field diary of construction progress including detailed personnel and equipment, completion of quantities to prepare monthly payment estimates, review of project material submittals, coordination, and monitoring quality control and quality assurance (QC/QA) testing results.

**TRIP, Bakersfield Freeway Connector Project, City of Bakersfield, CA.** *Lead Construction Inspector.* This \$76M project constructs a new interchange from State Route 99 to State Route 58 (four-lane freeway), in the City of Bakersfield. The project includes the construction of three interchanges, three bridges, one pumping plants, 11 retaining walls, six sound walls, one soldier pile wall, approximately four hundred thousand cubic yards of earthwork, drainage systems, signals and lighting, HMA

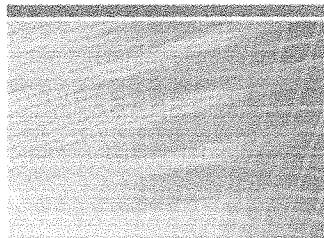
paving and CRCP. Responsibilities include inspections of construction including HMA paving, CRCP, MSE walls, retaining walls, sound walls, storm drainage systems, traffic control, falsework, reinforcing steel, concrete placement, and CIDH piles. Responsibilities also included completion of quantities to prepare monthly payment estimates, review of project material submittals, coordination, and monitoring quality control and quality assurance (QC/QA) testing results.

**TRIP, Kern River Bridge Improvements, City of Bakersfield, CA.** *Lead Construction Inspector.* This \$41M project extends Westside Parkway while integrating the previously constructed Phase 4 project. Project consists of four bridges and six-lane freeway. Steve provided inspection for both roadway and structures. Inspection of roadway construction included: installation of drainage systems, roadway excavation, roadway embankment, structural excavation and backfill, concrete barrier type 736sv and type 736s, installation of electrical components for traffic signals, installation of street lighting, placement of hot mix asphalt (HMA), CIDH piles for overhead sign structures, and traffic control. Inspection of bridge construction included: falsework erection and removal, installation and removal of shoring, pile driving, prestressing, structural concrete pours, monitoring of bridge settlement during the soffit/stem pour, grading and inspection of deck pours, as well as retaining walls, abutments and bents for structural bridge widening, structural steel erection including bolt up, field welding of structural steel, and barrier rail. He also ensured all environmental and Storm Water Pollution Prevention Program (SWPPP) concerns were properly addressed during construction. Responsibilities included providing daily reports, quantity estimates in order to authorize payment to the contractor, review of submittals, tracking extra work, and coordination with multiple stakeholders and agencies.



## Kevin Dodd

### Assistant Resident Engineer



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Grading and dirt work
- Stormwater improvements, rehabilitation, new construction
- Construction management
- Project management
- Engineering design
- Project scheduling
- Estimating
- Public works projects
- Concrete improvements

#### Years of Experience

- 19 Total
- 3 with MNS

#### Professional Development

- Mine Safety and Health Administration (MSHA) training
- Competent Person Training
- GPS Training

Mr. Dodd is a highly experienced, hands-on professional construction superintendent with over 19 years of concrete and heavy civil construction experience. Over his career, Kevin worked as a project superintendent and foreman on numerous city and county improvement projects and maintains an excellent relationship with the Cities of Santa Maria, San Luis Obispo, Grover Beach, Pismo Beach, Arroyo Grande, Guadalupe, Paso Robles, Goleta, Lompoc, Buellton, and Solvang, along with Counties of San Luis Obispo and Santa Barbara. He is very familiar with concrete structures, curb and gutter, cross gutters, driveways, handicap ramps, grading, demolition, hot mix asphalt (HMA) paving, Americans with Disabilities (ADA) compliance, traffic control, and drainage systems. He has worked on Caltrans projects and is familiar with Caltrans methods and procedures. His experience includes:

**State Route 1 at Paul's Slide on Big Sur Coast, Emergency Repair (EA 05-1Q7703), Caltrans District 5, Monterey County (near Big Sur from Limekiln Creek Bridge to Castro Canyon Bridge), CA.** *Construction Inspector.* This \$76M emergency project repairs slopes and rockfall drapery, clearing slide material and drainage systems, and reconstructing roadway elements at twenty-five locations. At PM 22.0 to 22.4, the Paul's Slide Complex, a portion of the route was closed due to a massive movement of the landslide caused by heavy winter rains along the coast. This became the major focus of work since it was the only location where the State Route was closed between San Luis Obispo and Monterey. With continued movement of the slide and ongoing storm impacts, additional material had to be removed and the roadway realigned above the original alignment. This reduced the total amount of material to be moved and increased the buttress fill west of the roadway. Installations include additional drainage systems, a new structural section, and traffic control devices. The contractor has had a workforce of up to 35 – 50 personnel and 25 – 35 pieces of heavy equipment working from dawn to dusk seven days a week. Construction management responsibilities include providing construction inspection; coordinating with the contractor



## Kevin Dodd | RESUME PG 2

and Caltrans Maintenance Design; tracking labor, equipment, and material used, tracking daily costs, and supporting the development of FEMA and FHWA summary documents for the project.

**Bello Street Bridge Replacement, City of Pismo Beach, CA. Senior Construction Inspector.** his project removes and replaces the existing Pismo Creek Bridge, located near the intersection of Bello Street and Frady Lane just north of the City of Pismo Beach Maintenance Yard. The existing steel truss bridge was constructed in 1912 and is historically significant. Due to the project location over Pismo Creek, the timing for construction of this project is governed by environmental permits. The work in the creek, including the installation of the temporary creek diversion, is on a very restricted work window. The bridge replacement consists of constructing a widened three-span, pre-stressed flat slab bridge to accommodate two 12-foot lanes of vehicular traffic and a 12-foot-wide Class 1 bike path; the bridge will be constructed on a similar horizontal alignment to the existing bridge but with a raised vertical alignment. The bridge superstructure is supported by seat type abutments and concrete pier caps. Abutment No. 1 and 4 are founded on 30-inch and 60-inch-diameter cast-in-drilled-holes (CIDH) concrete piles, respectively, with the 36-inch-diameter concrete pier columns being supported by 60-inch-diameter CIDH concrete piles.

**Nacimiento Lake Drive Bridge, County of Monterey, CA. Senior Construction Inspector.** The Nacimiento Lake Drive Bridge Replacement Project (Project) will realign Nacimiento Lake Drive and replace the existing single-lane, four-span steel truss bridge crossing the San Antonio River with a new two-span post-tensioned concrete box girder bridge. The Project includes the construction of a 267-foot-long cast-in-place (CIP), post-tensioned box girder bridge and construction of approximately 787 feet of new roadway approaches and improvements. The Project site is in a rural area southwest of US101 near the San Antonio Reservoir and approximately two miles northwest of the Camp Roberts National Guard facility. The new bridge will provide two 12-foot-wide travel lanes and two 3.5-foot-wide shoulders with Type 80 barrier rail and tubular bicycle railing along the edge of the deck. Abutment 1 will be constructed on an import borrow fill embankment that will require a 30-

day settlement period prior to constructing the piles and abutment. The seat-type abutments will be supported on two 84-inch diameter CIDH piles with permanent Type N casing at abutment 1, and 30-inch diameter CIDH piles at abutment 3; Bent 2 will consist of a single column built integrally with a 96-inch-diameter CIDH pile and permanent Type N casing adjacent to the defined low flow channel of the San Antonio River. The installation of the Bent 2 pile will likely require the construction of a temporary access structure or trestle to allow drilling equipment to access this location. All pile locations anticipate groundwater and will require wet pile installation plan including the use of drilling slurry and gamma-gamma testing.

**Faraday Storm Drain Improvements, County of Santa Barbara. Santa Ynez, CA. Construction Superintendent.** This project consisted of 3,400 lineal feet of 30-, 24-, and 18-inch HDPE storm drainpipe and 10 manhole structures. The average depth was 12 to 14 feet and had sections at a 20-foot depth. All trenches were slurry backfilled and HMA paved. Four cul-de-sacs were regraded and tied into an existing storm drain line. DI structures were built and poured in place at both ends of this project.



## Andres Garcia

### Assistant Resident Engineer



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- AutoCAD
- HCSS intelligence
- AgTech
- BlueBeam
- SWPPP plans

#### Years of Experience

- 7 Total
- 2 With MNS

#### Certification

- Caltrans Temporary Pedestrian Access Routes
- Adult CPR/AED and First Aid, No. 163639027165855
- Driver's Safety
- OSHA 10-Hour
- Fall Protection Awareness

#### Education

- BS, Civil Engineering, California State University, Sacramento, CA

Mr. Garcia has over seven years of experience working as a Construction Engineer on transportation projects for Caltrans and local agencies. While working as a Construction Engineer with a large contractor, Andres was responsible for construction engineering and quality control on various types of projects that include roadway excavation and grading, structural base, drainage systems, traffic control, and Portland cement concrete (PCC) and Hot Mix Asphalt (HMA) paving. With excellent planning and coordination skills, Andres has extensive experience in preparing and reviewing budgets, contract items, contract requirements, monthly pay estimates, and minority commitments. His experience includes:

#### **State Highway 150 Construction from Burnham Road to Gorham Road, Ventura, CA. Construction Inspector.**

This \$8.6M project is to provide a grind and overlay across the Ojai Valley to improve road conditions, safety, and pedestrian access. The project included various sections of cold plane and place HMA (type A) paving throughout the project and associated striping; the removal and replacing of MGS, removal and replacement of anchor blocks, utility relocations including an 12-inch, 18-inch, and 24-inch reinforced concrete drainage system; drainage structures; the install of 51 new curb ramps to meet ADA compliance; textured paving; concrete v-ditch (ditch lining); decorative rock blankets. His responsibilities included inspection of the roadway and bridge work; daily reports; tracking and calculating pay quantities; extra work reports; and traffic control monitoring.

#### **State Route 118 Pavement Improvements (as part of the On-Call Construction Inspection and Materials Testing Services Contract), Caltrans District 07, Ventura, CA. Construction Inspector.**

Andres provided construction inspection support on various projects including a \$800K replacement of minor concrete curb ramps on State Route 118 in the County of Ventura. The project included replacing outdated curb ramps with new curb ramps that fall in compliance with the new ADA regulations. Each curb ramp and sidewalk were inspected and verified with filling out compliance inspection reports such as CEM5773. This project also included



## Andres Garcia | RESUME PG 2

thermoplastic pavement markings. Andres' duties included inspection of excavation, removing and replacing curb ramps, roadway work, thermoplastic pavement markings, daily reports, tracking and calculating pay quantities, extra work reports, and traffic control monitoring.

**2020 Street Reconstruction Project, City of Belmont, CA. Construction Inspector.** This \$2.1M 2020 Street Reconstruction Project reconstructed multiple streets in both residential and commercial areas. The work included road reconstruction, drainage improvements, curb ramp installation, adjustment to grade of manholes and utility boxes, and striping. Additionally, construction required full depth pavement reclamation with Portland cement concrete (PCC), asphalt overlay, striping, construction of curb, gutter, and curb ramps, and other items. MNS CM services included constructability review, project inspection and documentation, progress payment requests review, schedule review, contract change order (CCO) analysis and negotiation, dispute management, potential claims analysis and resolution, resident concern management, utility coordination, office engineering and document control, weekly progress reports and photo documentation for the project website, and third-party testing coordination. To minimize the impact of construction on the residents, advance notifications were mailed out to residents before the start of work. Flyers containing updated, specific location information were distributed door-to-door as construction activities progressed from location to location. Construction activities and road closures in the areas adjacent to schools were scheduled during breaks in school attendance. During the constructability review phase, MNS addressed constructability issues related to the original design and re-design. This effort helped the City improve the design, which resulted in \$600K in project cost savings.

**State Route 118 Stormwater Improvements (as part of the On-Call Construction Inspection and Materials Testing Services Contract), Caltrans District 07, Ventura, CA. Construction Inspector.** Andres provided construction inspection on various projects including a \$4.8M stormwater treatment devices project on State Route 118 in the County of Ventura. The project included clear and grubbing, roadway excavation, structure

excavation, embankment fill, structure backfill, CI 3 AB, HMA for access road, retaining wall, and infiltration gallery drainage system. Andres' duties include inspection of excavation, the install of the new infiltration gallery drainage system and all that it entails, the new access road, erosion control, the retaining wall, daily reports, tracking and calculating pay quantities, extra work reports, and traffic control monitoring.

**Roadside Drive Road and Bridge Widening, Agoura Hills, CA. Construction Inspector.** The \$2.5M project widened the existing frontage road and the Roadside Drive bridge over an LA County Flood Control Channel to improve traffic circulation, safety, and pedestrian access. The project included roadway excavation and import borrow, 278 feet of retaining wall founded on 24-inch diameter CIDH piles, utility relocations including an 8-inch waterline and fire hydrant; drainage structures; HMA paving and associated striping; 24-inch slab bridge widening founded on 36-inch CIDH piles, the pile rebar cages needed to be constructed in segments due to reduced clearance of overhead power lines; falsework and shoring; a stream diversion; polyester concrete deck repair; barrier rail with decorative fencing; and landscaping. Responsibilities included inspection of the roadway and bridge work; daily reports; tracking and calculating pay quantities; extra work reports; and traffic control monitoring.

### **On-Call Construction Inspection and Materials Testing Services, Caltrans District 10, Merced, CA.**

**Construction Inspector/Office Engineer.** Andres provided construction inspection and office engineering support on various projects including a \$2M pavement rehabilitation project on State Route 33 in the County of Merced. The project included cold planning the existing asphalt pavement and HMA paving and traffic control. Andres' Office Engineering duties included preparing progress pay estimates, contract change orders, all document control, and meetings. Andres also has provided construction inspection support when needed as well.



## Matthew Miller

### Assistant Resident Engineer



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Concrete inspection
- Cost estimating
- Project management
- Team communication

#### Years of Experience

- 29 Total
- 1 With MNS

#### Licensing

- California Contractors License General A, B, and C-8, No. 852369

Mr. Miller has over 29 years of experience in construction management and supervision, with a strong background in concrete construction projects. Matt spent his first 11 years working for a general contractor, supervising public works jobs such as highways, roads and bridges along with dams, water ways and water facilities. Before joining MNS, Matthew owned a successful concrete construction company for 18 years. His duties have included review of plans, documenting progress, coordinating with contractors and inspectors, maintaining safe construction sites, managing personnel, problem solving, and ensuring work is performed to specifications and standards. His experience includes:

**Nacimiento Lake Drive Bridge Project, County of Monterey, CA.** *Construction Inspector.* This \$5.6M project will realign Nacimiento Lake Drive and replace the existing single-lane, four-span steel truss bridge crossing the San Antonio River with a new two-span post-tensioned concrete box girder bridge. The project includes the construction of a 267-foot-long cast-in-place (CIP), post-tensioned box girder bridge and construction of approximately 787 feet of new roadway approaches and improvements. The new bridge will provide two 12-foot-wide travel lanes and two 3.5-foot-wide shoulders with Type 80 barrier rail and tubular bicycle railing along the edge of the deck.

**13<sup>th</sup> Street Bridge Widening, City of Paso Robles, CA.\*** *Foreman.* This \$10M bridge widening and infrastructure improvement project constructed a five span, 521-foot long box girder bridge founded on driven piles. The project also involved improvements to a section of 42-inch gasketed Nacimiento pipeline, 24-inch sewer trunk main, cast-in-place manholes, and a 30-foot by 40-foot by 12-foot-deep concrete pump station to pump the City water between storage tanks on either side of town. Construction also involved the installation of gravity walls on Golden Hills to widen the road, shotcrete canal for stormwater, 5,000 tons of HMA paving, erection of falsework and shoring. The Salinas River aquifer required significant dewatering involving 50-foot sheet pile coffer dams. The box girder bridge contained utilities, including



## Matthew Miller | RESUME PG 2

an 8-inch cast-iron water line in lost deck. Responsibilities included serving as project foreman, carpenter, concrete foreman, operator, and paving foreman; monitoring quantities; and providing quality control.

**Lake Kaweah Terinus Dam Phase II, Army Corps of Engineers, Tulare County, CA. Lead Foreman.** The \$10M project consisted of a 24,000 square foot 6 foot thick foundation with six 450 ton 21 foot tall concrete fuse gates and concrete walls on adjacent sides. An elaborate piping and tunnel system was designed to channel flood waters and slow a major flooding in the event of a catastrophe. Duties included supervising crews, maintaining safe work practices, checking elevations, slopes and thicknesses of concrete, structures, working with inspectors to keep concrete placement schedules moving smoothly with critical time and weather hurdles. Coordinating with subcontractors verifying their performance met specs as well as ours. Tracking daily logs.

**Lewis Creek Bridge/Lewis Creek Road, County of Monterey, CA. Construction Foreman.** Provided bridge bents.

**Los Gatos Creek Bridge, Caltrans, San Jose, CA. Construction Foreman.** Provided bridge bents, abutments, and a deck.

**Gonzales River Road and Gonzales Bridge Retrofit, County of Monterey, CA. Lead Carpenter.** Provided retrofit bents.

**Generals Highway Road Repair, Sequoia, CA. Lead Carpenter.** Provided retaining walls.

**University Bridge, Paso Robles, CA.** New construction project providing stem and soffit with a deck, abutments, and wingwalls.

**Rain Rocks Viaduct, Big Sur, CA. Lead Carpenter.** New construction project provided abutments, piers, and a post-tension deck.

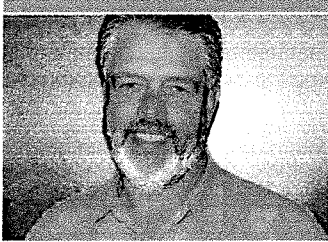
**Pfeiffer Burns Viaduct, Big Sur, CA. Carpenter.** Provided abutments and a post-tension deck.

**Arroyo Quemada Bridge Retrofit, Santa Barbara County, CA. Lead Carpenter.** The Arroyo Quemado Bridge, built in 1917, is a reinforced-concrete, open-spandrel, fixed parabolic-arch bridge that features two-ribbed arch spans and nine concrete T-Beam approach spans.



## Joe Scholle

### Assistant Resident Engineer



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Construction Management and Inspection
- Bridges
- Concrete structures
- Landscape and irrigation
- Roadway and highway work
- Seismic retrofits
- Storm drains
- Underground utilities

#### Years of Experience

- 30 Total
- 3 With MNS

#### Certification(s)

- Cal/OSHA 10-hour and 30-hour Construction Training
- Caltrans Certified SWPPP Training, 2007
- Contractor License A, General Engineering
- Contractor License C 27, Landscaping
- First Aid/CPR
- Veriforce Trained, Distribution and Transmission

#### Education

- Coursework (Blueprint Reading and Technical Plans), Ventura Community College, Ventura, CA

#### Professional Development

- Veriforce Trained, Distribution and Transmission

#### Affiliation(s)

- Laborer's Union 585, 10+ Year Member

Mr. Scholle has over 30 years of construction experience as a Foreman, Project and Construction Manager, Superintendent, and Operator. Joe's project experience includes construction of bridges, concrete structures, seismic retrofits, roadway and highway work, underground utilities, storm drains, landscape, and irrigation. He is well versed in the standard specifications of public works construction and familiar with Caltrans Standard Specifications, contract administration field procedures, and materials testing. His experience includes:

**Foothill Road Bridge over Cuyama River, County of Santa Barbara, CA. Construction Inspector.** This \$16.8M project replaced a 1,500-foot fair weather at grade aggregate crossing of the Cuyama River with a 1,430-foot 33-span reinforced concrete slab bridge founded on 170, 30-inch cast-in-drilled-hole (CIDH) piles. The Cuyama Valley bridge carries two 12-foot traffic lanes with 4-foot shoulders and a 5-foot-wide pedestrian walkway. Both bridge abutments are protected by a significant system of rock slope protection. The bridge approach slabs joins approach roads of about 380 linear feet at each end with a typical section of hot mix asphalt (HMA) over Class II aggregate base (AB). This project also involved significant interaction with numerous regulatory agencies including California Department of Fish and Wildlife (CDFW), State Water Board, and the Bureau of Land Management (BLM), and adjacent property owners. Responsibilities included lead inspection, daily reports, grade control, traffic control, progress pay quantities, and coordination.

**8th Street Footbridge Carpinteria, City of Carpinteria, CA. Construction Inspector.** Residents of pedestrian and bicycle-friendly Carpinteria have enjoyed the 8th Street Bridge in the Concha Loma neighborhood for decades. Crossing Carpinteria Creek, the bridge connects 8th Street with Calle Ocho. The riparian area surrounding the bridge is lush and retains a natural beauty untouched by channelization. The existing bridge had become damaged and unfit for safe crossing. The new 8th Street Pedestrian Bridge is a 1-span steel arch suspension bridge, 161 feet in length and 5.5 feet in width. The bridge consists of two pipe arches that converge at the apex and suspend a





## Joe Scholle | RESUME PG 2

steel decking, with a walking path placed on top of the decking made from ipe lumber, and transitions to street level on both sides by way of ADA-compliant concrete ramps. Bridge abutments are concrete with a river rock texture, placed on top of augered cast-in-place piles.

**California Street and Main Street Improvements, City of Ventura, CA. Construction Inspector.** This \$3M roadway and utilities improvements project included removal and replacement of existing storm drain, sewer water mains, streetlights, new curbs, and gutters. New sidewalks were also constructed. Roadway and new traffic signals were also installed.

**California Street and Main Street Improvements, City of Ventura, CA. Construction Inspector.** This \$3M roadway and utilities improvements project included removal and replacement of existing storm drain, sewer water mains, streetlights, new curbs, and gutters. New sidewalks were also constructed. Roadway and new traffic signals were also installed. Joe oversaw 15 workers on the site.

**Ormond Beach Neighborhood Street Improvements, City of Oxnard, CA. Construction Inspector.** Pavement rehabilitation and improvements at multiple locations. The work included cold mill AC pavement, asphalt concrete, Type III, asphalt rubber hot mix, Aggregate Emulsion Slurry (AES) Type II, micro-surfacing, Portland Cement stabilized pulverized base, Portland Cement Concrete (PCC) pavement, removal and replacement of PCC sidewalk and residential driveway, reinforced concrete block wall, adjustment of utility covers and meter boxes, storm drain improvements, landscaping improvements, and striping and pavement marking. Responsibilities included lead inspection, daily reports, grade control, traffic control, progress pay quantities, and coordination.

**Village at the Park Sports Complex, Pleasant Valley Recreation and Park District, CA. Construction Manager.** This 55-acre park project consisted of mass site grading; roadway construction; over 5,000 feet of water and sewer line installation; three pump stations; dry utility installation; over five miles of RCP and HDPE drainage; electrical and lighting; several buildings; curb, gutter, and sidewalk; AC paving; and extensive landscape and

irrigation. The project required significant SWPPP oversight. Joe coordinated between the contractors, utilities, City, and the District.

**ARB Inc., Southern California Gas Company, Lake Forest, CA. Foreman.** This project repaired 15 miles of pot holes and utilities. Joe was responsible for leading the project site direction on trenching pipeline 5- to 12-feet deep. Project training and management included shoring, jacks, welding, coating, and backfilling pipeline. Joe led, developed, and designed various on-site training guides and instructions for junior-level staff, which resulted in cost and labor efficiencies. Equipment included steel plates, trench shields, hydraulic shores, air tools, and threading machine.

**California Street and Main Street Improvements, City of Ventura, CA. Construction Inspector.** This \$3M roadway and utilities improvements project included removal and replacement of existing storm drain, sewer water mains, streetlights, new curbs, and gutters. New sidewalks were also constructed. Roadway and new traffic signals were also installed. Joe oversaw 15 workers on the site.

**Toro Enterprises Inc., Oxnard, CA. Foreman.** Joe coordinated with the Project Manager, vendors, subcontractors, Inspectors, and Owners to ensure project completion on time and budget; determined manpower, materials, and equipment requirements; and ensured all on-site personnel comply with project procedures, safety programs, and work regulations. He led several multi-million-dollar projects to completion within schedule and budget. Joe also led, developed, and designed various on-site training guides and instructions for junior-level staff that resulted in cost and labor efficiencies. Equipment included reach forks, skid steers, dozer, loader, bob tail, dump truck, water truck (2,500 gallon), roller, compactors, and rammers.

**College Park Phase 1B, City of Oxnard, CA. Project Manager.** Joe provided construction oversight for this \$3M park project. Elements included parking lots, roadways, recreational fields, lighting, fencing, underground utilities, storm drain systems, and demolition work.



## John Stage

### Assistant Resident Engineer



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Construction inspection
- Roadwork and paving
- Earthwork
- Drainage systems
- Utility agency coordination
- Caltrans

#### Years of Experience

- 48 Total
- 19 With MNS

#### Certifications

- 10-hour Construction Safety, Cal/OSHA
- ACI Concrete Field Testing Technician-Grade 1, No. 01396095
- Confined Space Awareness
- Defensive Driver
- CPR and First Aid

#### Professional Development

- Stormwater Pollution Prevention Plan (SWPPP) training

#### Awards

- 2014 APWA Project of the Year, San Jose Creek Improvements and Fish Passage
- 2013 TAMC Transportation Excellence Award, Rocky Creek Viaduct at State Route 1
- 2010 APWA Project of the Year, 8<sup>th</sup> Street Pedestrian Bridge Replacement

Mr. Stage has considerable career expertise in the construction field. John spent 25 years with the Navy Seabees and over 10 years working on Caltrans and local agency projects, where he has acted in various roles and responsibilities on a wide variety of construction projects. His project experience ranges from public works construction including wastewater facilities, pipelines, bridges, retaining walls, tieback walls, earthwork, roadwork, paving, structures, utilities, storm drains, and miscellaneous concrete to building projects including structural steel, framing, concrete, mechanical, electrical, and plumbing. John is very familiar with Caltrans methods and procedures. His experience includes:

**California Street Bridge Pedestrian Enhancements, City of Ventura, CA. Construction Inspector.** This \$1.3M project created a safer environment for pedestrians, bicyclists, and motorists crossing the bridge while helping to visually distinguish the California Street off-ramp as the entry to historic Downtown Ventura. This project replaced 250 feet of existing low-height pedestrian railing with six-foot high decorative pedestrian railing on the existing California Street Bridge over US 101; replaced an existing bridge mounted sign; resurfaced the sidewalk area; and added eight ornamental light fixtures. As part of a busy pedestrian route connecting Ventura State Beach to the heart of the historic downtown, a pedestrian detour was constructed to provide pedestrians and bicyclists safe and convenient access through the jobsite. Constructed within City and Caltrans right-of-way, this project was performed in accordance with applicable City and Caltrans standards, methods, and procedures.

**US 101 High-Occupancy Vehicles (HOV) Lanes, Caltrans District 5, Carpinteria, CA. Structure Construction Inspector.** This \$340M HOV Improvement project is being constructed in multiple segments that will ultimately widen and reconstruct approximately five miles of US 101 in Carpinteria and Montecito to accommodate HOV lanes and provide safety improvements through the corridor. The initial segments include 4A (\$89M), 4B (\$151M), and 4C (\$106M). The various segments replace and widen multiple bridges and interchanges/overpasses



over US 101, upgrades over 10 on- and off-ramps, extends and reconstructs portions of the existing Via Real frontage road. The US 101 expansion will ultimately accommodate six lanes of traffic. Additional improvements include sound walls with architectural treatments along US 101 and reconstructing the grade on US 101 by up to 10 feet to provide improved sight distance. Construction elements include cast-in-place (CIP) and post-tensioned box girder bridge structures; CIP, voided slab bridge structures; pre-stressed/pre-cast (PS/PC) girder bridges; concrete retaining walls; sound walls; reinforced box culverts and drainage improvements; overhead sign structures; concrete barrier railing and miles of soundwalls.

**Rocky Creek Viaduct at State Route 1, Caltrans, CA.** *Construction Inspector.* This \$9.5M Caltrans emergency bridge replacement project constructed a 600-foot viaduct structure that spans a landslide area and is supported by seven 54-inch cast-in-drilled-hole piles (CIDH) concrete piles drilled into the steep rocky hillside 230 feet above the ocean. This superstructure included a 9.75-inch concrete deck constructed on six 75-foot-long, pre-stressed, pre-cast box girders in each span and a 600-foot-long parallel soldier pile retaining wall to shore the hillside adjacent to the bridge. Construction occurred in two stages. Stage one accommodated a single open lane of traffic. Stage two accommodated two-way traffic on a portion of structure while the remainder of the viaduct was under construction. Additional project elements included temporary signalized traffic control; drainage improvements; earthwork and grading; hot mix asphalt (HMA) paving; and Stormwater Pollution Prevention Plan (SWPPP) compliance. Winner of Transportation Agency for Monterey County (TAMC) Transportation Excellence Award. TAMC Transportation Excellence Award, Winner.

**Norton Street and Various Locations Street Reconstruction, City of San Mateo, CA.** *Construction Inspector.* This \$1.5M project involved road and street repairs in several residential neighborhoods in San Mateo. The project included wedge and conform grinding of asphalt concrete (AC) and Portland cement concrete (PCC); cold planing of AC and PCC; pavement fabric; asphalt concrete (leveling and overlay); curb, gutter, and sidewalk replacement; construction of Americans with

Disabilities Act (ADA) access ramps with truncated domes; adjustments to manhole and valves frames and covers to grade; storm drain pipe and inlets; and signing, striping, and markings. Additional tasks included traffic control, potholing, utility coordination, and Stormwater Pollution Prevention Plan (SWPPP).

**Calleguas Creek Bridge Replacement, City of Camarillo, CA.** *Construction Inspector.* This \$3M project replaced the existing bridge with a two-span, post-tensioned, concrete box girder bridge over the creek. Built in multiple stages, the bridge included driven piles, abutments, pier walls, post-tensioning, approach slabs, joint seals. The project was administered in accordance with Caltrans specifications and procedures.

**Grimes Canyon Road Bridge Replacement, Ventura County, CA.** *Construction Inspector.* This \$2M bridge replacement and roadway realignment project was administered in accordance with Caltrans methods and procedures. The existing bridge was replaced with a single-span, pre-cast/pre-stressed (PC/PS) I-girder bridge and realigned the existing roadway to meet the original alignment. This project also involved constructing several Type 1 and Type 5 retaining walls, drainage structures, earthwork, water line relocation, rock slope protection, concrete block revetment, paving, and working in the creek which required extensive dewatering and water diversion. The project also required treatment of the deck with methacrylate.

**Camino Del Remedio Storm Repair, County of Santa Barbara, CA.** *Construction Inspector.* This storm repair project consisted of excavation and embankment construction to re-establish the existing roadway; stabilizing the creek banks at the toe of the slope with rock slope protection, drilling, and placement of 36-inch diameter cast-in-drilled-hole (CIDH) piles under slurry; drainage improvements including drainage ditches, roadway construction; and asphalt concrete (AC) paving. The project requires significant Stormwater Pollution Prevention Plan (SWPPP) and environmental oversight.



## Eddie Williams

### Assistant Resident Engineer



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Construction inspection
- Facilities management
- Land development review
- Project management
- Public works projects
- Transportation projects
- Vertical construction

#### Years of Experience

- 34 Total
- 6 with MNS

#### Education

- Resident Engineering Coursework, California State University, Sacramento, CA

#### Professional Development

- Stormwater Prevention
- Construction Traffic Control, Caltrans
- Flagger Safety, Caltrans
- Work Zone Safety, Caltrans

Mr. Williams has over 34 years of experience in the civil engineering industry with a focus on project management, plan development, plan review, and construction inspection for public works as well as private development projects. Prior to MNS, Eddie worked for the City of Santa Maria providing project management, construction inspection, and resident engineering. He has an intricate knowledge and understanding of the operations of a public works department that allows him to easily work for other agencies in the same capacity. Eddie is known as an independent self-starter, complex problem solver, and effective communicator at all levels of construction, design, and management. His experience includes:

#### **Crossroads Center and Roundabouts, City of Santa Maria, CA. *Construction Inspector.***

The Crossroads Development was a large multi-use development that included retail, commercial, medical facilities, and multi and single-family residential. The project began with a mass grading plan of land previously used as farm and production oil fields; it involved differing soil conditions and varying levels of petroleum contamination. The improvement involved the construction and improvements of several roadways and the construction of four different two-lane roundabouts at four-way intersections. Eddie was the lead inspector overseeing all inspection of the public works improvements that were part of the development. Project elements included mass grading, roadway grading, Class II base placement, HMA placement, curb, gutter, sidewalk, signage, underground utilities, traffic signals and lighting, and ADA compliance. Construction also included landscape improvements, soil amendments, irrigation, plantings, and hardscape. Underground utilities included stormwater collection facilities, two bioswales, City-owned sewage conveyance, PG&E placement, Verizon duct bank placements, City Water Distribution lines, Southern California Gas line placements, and future fiber optic conduits. Responsibilities included plans and specification compliance for all construction activity in the public right of way, environmental compliance, project coordination, daily reporting, and SWPPP compliance.



## Eddie Williams | RESUME PG 2

**Safety Enhancements to existing Roundabouts, City of Santa Maria, CA. Construction Inspector.** This project involved improvements to the safety of the roundabout intersections in the southern portion of the City of Santa Maria. These modifications provided a safer environment for bicyclists to use the existing crosswalks, as well as more clearly defining the options from each traffic lane approaching the intersection. The improvements included the addition of bike ramps to allow bicyclists to leave the roadway prior to the roundabout and direct them to the crosswalk. The new striping and signage clearly define the right lane entering the roundabout for the right-turn-only movements and the left lane for all other movements in the intersection. Responsibilities included plans and specification compliance for all construction work, project coordination, tracking man and equipment hours and material quantities, traffic control, daily reports, and maintaining safe routes for the traveling public including cyclists and pedestrians.

**Newport Avenue Rehabilitation and Repair, City of Grover Beach, CA. Construction Inspector.** Funded by Measure K-14, this \$2.3M provided full-depth street rehabilitation of Newport Avenue from 4th Street to Oak Park Boulevard including the construction of bulb-outs at most of the intersections and upgrading numerous curb ramps, sidewalks, and driveways to current Americans with Disabilities Act (ADA) standards. In addition to the concrete work, the project also involved water utility improvements at various locations, the placement of a decomposed granite (DG) path, and the construction of a buffered bike lane with a modified pavement section. MNS continually monitored traffic control and proactively minimized the impact on the public while maintaining access for residents, pedestrians, and bicyclists. Consistent coordination and communication with the public and City served as an effective tool in anticipating potential issues and keeping everyone informed.

**Water Street Water Main Replacement, City of Santa Cruz, CA. Construction Inspector.** This \$3M project replaced the existing water line and installed approximately 150 feet of 16-inch pipeline, 2,310 feet of 12-inch pipeline, 30 feet of 8-inch pipeline, 260 feet of 6-inch pipeline, 15 feet of 4-inch pipeline, 10 pipeline connections, 46 water service reconnections (3/4 to 6

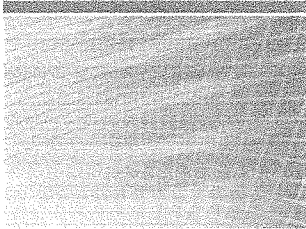
inch), seven water service renewals, and 90 feet of slip lining along one of the most highly traveled corridors in the City. Installations included fire hydrants; service reconnections; testing, flushing, chlorination, and disinfection of the new pipelines; trenching and shoring; hot mix asphalt (HMA) and Portland cement concrete (PCC) paving; and daily traffic control. Additionally, due to the old age of the street, the contractor encountered many unknown piping, utilities, and structures throughout the construction, which required in-field adjustments, removals, and cost-effective workarounds to complete the pipeline placement. Significant coordination with the contractor and the City was instrumental in successfully completing the project.

**Southland WWTF Sludge Dewatering Screw Press, Nipomo CSD, CA. Construction Inspector.** This \$1M upgrade project was necessary to meet the requirements of the plant's operating permit and to reduce aromatic emissions. The project included modification of the plant's existing piping systems to accommodate the installation of the integrated Screw Press with the existing Gravity Belt Thickener. Project involved grading, structural concrete, erection of a new steel structure, and application of protective epoxy coatings. Project also included fiber optic installation and testing, and coordination and tracking of modifications to the Pro Logic digital controls to successfully complete the integration of two ICPs and the plant's existing SCADA system, electrical upgrades to existing switch gear as well as new electrical installation. Mr. Williams provided considerable coordination between plant staff, design team, contractor, and construction management reducing plant disruptions.

**Moss Landing Rule 20A Underground Utility District, County of Monterey, CA. Construction Inspector.** This project involved services to manage the construction of the underground utility improvements. MNS provided a field liaison with utility companies; compliance with Coastal Development Permit, including mitigation monitor plan, Stormwater Pollution Prevention Plan (SWPPP), biological, and Conditions of Approval; coordination and scheduling with the biological, archaeological, and Native American consultants; construction schedule monitoring; parcel owner coordination; survey crew coordination; and request for information responses.



**Daniel Hunt, EIT**  
**Assistant Resident Engineer**



**Firm**

- Bengal Engineering

**Years of Experience**

- 4 With Bengal

**Professional Registration**

- Engineer-in-Training, CA No. 173125

**Education**

- BS, Civil Engineering, Cal Poly San Luis Obispo, CA

Since joining Bengal in 2020, Mr. Hunt has gained experience in design, permitting, construction support, and project management through a variety of civil engineering projects, giving him a broad understanding of what it takes to deliver a successful project. Daniel's design and construction support experience in water resources includes Low Impact Development (LID) stormwater systems, water/sewer systems. His experience includes:

**Emergency Repair of San Jose Cr. Flood Control Channel City of Goleta.** Working under the guidance of registered engineers, Daniel performed the daily construction inspections of the repairs of the "articulated slope revetment" and sediment removal to a key stormwater channel in Old Town Goleta. Daniel completed all the "daily inspection reports" and handled all the "Requests for Information" and progress payments.

**Rincon Multi-use Trail: City of Carpinteria (On-Call Project).** Stormwater Low-Impact-Design, quantities, and plan production in Caltrans format

**Santa Monica Debris Basin Operational Improvements: Santa Barbara County Flood Control.** Quantities, plan production, checking contractor submittals and RFI's.

**8,000 ft Water Main Extension: City of Santa Maria (On-Call Project).** Water Main design, project specifications and special provisions, quantities, and plan production.

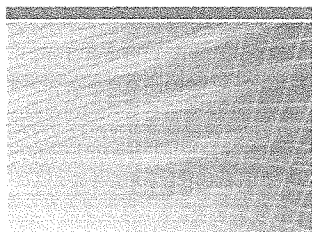
**De La Vina Street Bridge Replacement: City of Santa Barbara.** HEC-RAS modeling of proposed terrain conditions. Conditional Letter of Map Revision (CLOMR) for FEMA flood insurance rate map (FIRM).

**Lake Los Carneros Bridge Structural Inspection: City of Goleta.** Structural analysis of the bridge following AASHTO MBE Allowable Stress Rating method to determine stresses in the bridge.



## Luke Coyne

### Assistant Resident Engineer



#### Firm

- Bengal Engineering

#### Years of Experience

- 3 With Bengal

#### Professional Registration

- OSHA 10 Construction Safety and Health  
No. 21-006069198

#### Education

- BS, BioResource Agricultural Engineering,  
Cal Poly San Luis Obispo

Luke joined Bengal Engineering in 2021, contributing a valuable perspective rooted in his background constructing heavy civil projects. Prior to his tenure at Bengal, Luke served as a lead project engineer with Granite Construction where he assumed multi-faceted responsibilities in project management and coordination. Luke adeptly managed project cost data tracking, construction scheduling, subcontractor oversight, preparation of technical submittals for state and federal contracts, and day-to-day operations for his projects. In his current capacity as a project engineer, Luke is engaged in computer-aided design (CAD) work contributing to design and plan production. Luke also leads the creation of Bengal's project engineer estimates, contract specifications, and special provisions.

#### **Santa Monica Debris Basin Operational Improvements: Santa Barbara County Flood Control**

Responsible for "Requests for Information" & "Submittal Review" of construction documents. Chief Bengal representative at weekly construction meetings and construction liaison.

#### **Hospital Rd. Bridge Low Water Crossing: City of Hollister**

Responsible for creating Engineer Estimate & Contract Special Provisions

#### **Paradiso Del Mar Pedestrian Trail: Santa Barbara County Trails Council**

Created full PS&E Package

#### **Los Angeles Ave. and Alamo St. Pavement Repairs: City of Simi Valley (On-Call Project)**

Created full PS&E Package

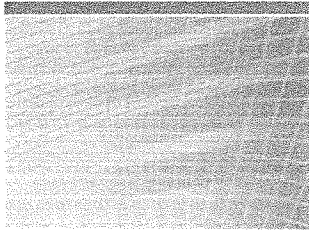
#### **De La Vina St. Bridge: City of Santa Barbara: Caltrans/ FHWA HBP**

Responsible for Engineer Estimate & Contract Special Provisions for \$20M highway and bridge project.



## Marco Pecile

### Assistant Resident Engineer



#### Firm

- DCME, Inc.

#### Years of Experience

- 25 Total

#### Certifications

- Drilling Slurry Certificate of Completion
- Cal OSHA Confined Space Training
- Cal OSHA 30 hr Safety Training
- ACI Certified: Concrete Field-Testing Technician – Grade I

#### Education

- BS, Ag Science, California Polytechnic State University, San Luis Obispo, CA

Mr. Pecile has lived in Santa Barbara County for over 40 years. He began a career in construction over 25 years ago. While completing college, he worked in the summertime, laboring in the field completing grading, utilities, and various vertical construction. After college Marco worked for a grading and concrete contractor as a project engineer and estimator. Over the years Marco gained experience and became seasoned in a variety of public and private projects. Approximately 10 years ago, Marco changed his career direction and started working for a construction management consultant. Working with a Resident Engineer, Marco served as a construction inspector on several civil infrastructure projects. On various other projects, Marco has worked as an assistant resident engineer. Marco can interface with trades personnel, agency staff, profession personnel, and the public. Working for DCME, Marco fills a variety of project roles for the team. From field inspection, to tailgate safety talk, Marco can swing into numerous situations. His experience includes:

**Miramar Force Main and Miramar Lift Station, Montecito Sanitary District.** *Senior Construction Inspector.* This project involved the installation of a lift station and associated force main. Construction included a new electrical room, a generator room, a dry and wet well, three submersible dry pit horizontal raw wastewater pumps, onsite piping, valves, appurtenances, lighting, control panels, venting, access hatches, electrical connections, and service. Also included in the construction were general site improvements including grading, hardscape, landscape, and fence installation.

**Glen Annie Water Treatment Facility, Corona Del Mar, CA, Goleta Water District/MWH Constructors.** *Project Manager.* Construction of a new facilities building, site improvements upgrades including new concrete site walls, building foundation, and flat work. Project role included construction estimation, project management, as well as coordination with field-construction activities and with MWH Constructors (General Contractor).





**Cota Street Bridge Replacement, Santa Barbara, CA, City of Santa Barbara.** Performed Inspection services for this \$4.2M project which included bridge construction, CIDH piles and driven piles, flood control channel widening, diversion and dewatering of an active creek, as well as creek restoration. The bridge structure is precast I-Girder construction with cast-in-place structural deck, supported on CIP abutments with driven steel pipe pile foundation system. Extensive CIP transition walls and channel walls are a soldier-pile system supported with steel beam piles installed by CIDH methods using a hollow-stem, full-flight auger drilling operation. Flood control elements included an engineered streambed, with select graded natural rock materials, engineered placement of a rock weir structure, and Rock Slope Protection.

**Sludge Beds, Camarillo, CA, City of Camarillo.** This \$231k construction management project involved services for construction work including extensive concrete bed installation for the holding and processing of digested sludge at that plant. New underground feed lines, perforated drainage collection piping, retrofitted wet wells, and connections to existing systems required close coordination with CSD staff. New materials storage bunkers and concrete pavement materials storage facilities were constructed as well.



**Sergio Avila**  
**Assistant Resident Engineer**



**Firm**

- V&A, Inc.

**Years of Experience**

- 24 Total
- 2 With V&A, Inc.

**Certifications**

- Certified Professional in Erosion and sediment control, No. 6530
- Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP), No. 21192

Mr. Avila possesses over 24 years of multiple heavy civil projects and extensive hands-on experience in various aspects of public works projects such as Caltrans, Metro, City and highways, freeways, and street. He is multi-tasked as a Certified SWPPP QSD, QSP, and CPESC. I produce accurate and timely reports of construction project activities. In this process, He maintains poised and competent workability and a high standard code of ethics. He is a methodical and creative problem solver with excellent team-building skills. He has the skillset to supervise and monitor multiple projects and staff in a result-driven environment. His experience includes:

**MTA Link US, Los Angeles, CA. City of Los Angeles, Senior Construction Inspector.** Coordinate construction activities with owner and contractor. Perform Quality Control inspections of contractor's construction activities. Prepare daily reports and track all extra work activities. Ensure contractor compliance with design and Standard Plans and Specifications. Meet all deadline requirements and comply with state codes and provisions.

**California Department of Transportation at Caltrans Needles office and Barstow Office District, Assistant Structure Representative.** HMA, structural conc, bar reinforcing steel, CRSP & imported borrow. Stage Construction state highway with 9 miles complex media crossover detour.

**San Bernardino County at the Wheaton wash of route I-15. Emergency Bridge Repair.** Owner's representative responsible for ensuring contractor compliance with plans and specifications for multiple projects for Caltrans. Assistant Structure Representative / Construction inspection. Coordinate construction activities with owner and contractor. Perform Quality Control inspections of contractor's construction activities. Prepare daily reports and track all extra work activities. Ensure contractor compliance with design and Standard Plans and Specifications. Traffic Control monitoring.



**TRIP, Centennial Corridor Mainline | City of Bakersfield, Bakersfield, CA, Assistant Resident Engineer/Construction Inspector.** Concrete Barrier Type 60M, MA, MD, MF, MD, F, F-Mod, F-Mod1&2, D-Mod, CL, GCL, WD, 60R-Mod1&2 Footing & Walls, continuously reinforced concrete pavement. Place Hot Mix Asphalt Dike Type C-Mod, E-Mod, F-Mod, E-Mod1, C, E, F, E-Mod2. Coordinate construction activities with owner and contractor. Performed Quality Control inspections of contractor's construction activities. Prepared daily reports and tracked all extra work activities. Ensured contractor compliance with design and Standard Plans and Specifications. Traffic Control monitoring.

**California Department of Transportation – District 07. Construct HOV lanes and mix flow lanes on the I-5 S/B & N/B to L.A and OC, Assistant Resident Engineer / Construction Inspection.** Concrete Barrier Type 736B MOB Footing & Walls. Drainage system and general work and assistance work duties. Assisted with CCO work and electrical for public traffic lights. Replaced drainage pumping equipment, coordinated construction activities with the owner and contractor. Performed Quality Control inspections of contractor's construction activities. Prepared daily reports and tracked all extra work activities. Ensured contractor compliance with design and Standard Plans and Specifications. Traffic Control monitoring. Met all deadline requirements and complied with state codes and provisions.

**California Department of Transportation - District 07. Construction on State Highway in Los Angeles County at Various Locations in District 07-LA-5,101,405 and 710, Assistant Resident Engineer/ Construction Inspection.** Assisted with CCO work. Coordinated construction activities with owner and contractor. Performed Quality Control inspections of contractor's construction activities. Prepared daily reports and tracked all extra work activities. Ensured contractor compliance with design and Standard Plans and Specifications. Traffic Control monitoring. Met all deadline requirements and complied with state codes and provisions.

**Orange County Public Works. Laguna Canyon Channel Emergency Repair, Upstream of Laguna Canyon Frontage Road, and Downstream of Woodland Drive.** Laguna Canyon Channel Emergency Repair, Upstream of Laguna Canyon Frontage Road and Downstream of Woodland Drive, Laguna Beach California. Agreement No. MA-08-18010599, OC Public Works Project No. EF2186. Repaired spalled channel walls and cracks, removed the spalled concrete and concrete at the spalled area to expose the corroded steel bars.

**Laguna Niguel Project Gallivan Basin Maintenance Project.** Plan Basin Maintenance Road Drainage. Fund/Job Code: #400-080-400-5150-1900-0000 BFAST48206\_Removed existing vegetation and debris, Sediment inlet, Riprap V-Ditch Greenbook light and Green Class 375, New PCC Curb Type A1-6 at the access Road Maintenance, Redress Earthen Slope shaping for erosion, Backfill and Hydro-mulch with seed.

**San Diego Association of Government (SANDAG), U.S. Department of Transportation and California Department of Transportation at Caltrans Mid-Coast Corridor Project.** Mid-Coast Corridor Project is a proposed extension of San Diego's existing light rail infrastructure. Once completed, the Project would connect the Old Town Transit Center in downtown San Diego to the University City area to the north, via the blue line trolley. This would connect several universities, hospitals, and technology companies to the city center. The extension consists of 10.9 miles of additional double track as well as nine new stations (four at-grade and five elevated), five park-and-ride facilities with 1,070 spaces, 14 new and two upgraded traction power substations, and 36 new low-floor light transit vehicles. Sergio's duties included: Oversight / Asst. R.E Construction Inspection / Oversight inspection. Owner's representative responsible for ensuring contractor compliance with plans and specifications. Coordinate construction activities with owner and contractor.



## Guillermo Potes, PE

### Assistant Resident Engineer



#### Firm

- V&A, Inc.

#### Years of Experience

- 40 Total
- 2 With V&A, Inc.

#### Certification

- Professional Civil Engineer, CA No. 46107

#### Education

- BS, Civil Engineering, St. Thomas University, Bogota

Mr. Potes has more than 40 years of engineering experience in various fields, including 18 years in Construction working for private consultants, NYCDOT and Caltrans. He has experience in the roles of Resident Engineer, Field Office Engineer, Construction Inspector, Encroachment Permits inspector, Local Assistance inspector, and Materials Lab Tester. He also has 20 years of experience as an engineer in the following Caltrans offices: Design, Traffic Design, Hydraulics, Encroachment permits, and Local Assistance. Working for Caltrans and various consultants has provided him the knowledge and experience of the various programs and procedures used by those agencies. He has extensive experience in reviewing plans, specifications, project cost estimates, submittals, RFIs, contract change orders, invoices, labor compliance, logistic and personnel records, project reports, punch lists, and material take-offs. He is proficient in MS Office and familiar with Caltrans office engineering duties, Caltrans Construction Manual (5.102C) specifically for the various filling categories for highway construction projects, Caltrans Specifications and various Caltrans plans and details, and administering projects using the Local Assistance Procedures Manual (LAPM). As an office engineer, he is responsible for preparation of daily reports, weekly meetings, monthly estimates quantities, calculations, inspector's diary logs, control of project documents, payments to the Contractor, and various reports to the client agencies, as well as assisting field inspectors. His experience includes:

**City of Bakersfield, Thomas Roads Improvements Program (TRIP), Centennial Corridor – Mainline, Bakersfield, California.** *Assistant Resident Engineer.* Support Resident Engineer & Project Managers with preparation of construction documents, Pay Estimates, and reports. Initiate, prepare, review, track, post and distribute RFI's and change orders. Receive, prepare, review, process, forward and track status of submittals and RFI's. Maintain organized and detailed construction files, project records and logs. Oversee and review daily field inspector reports. Attend project meetings and record meeting minutes. Assist with Preparation of monthly project status reports. Assist Project Manager/Resident



## Guillermo Potes | RESUME PG 2

Engineer with payment requisition review. Assist in project close-out activities including the resolution of potential claims. Track and process all contract payments. EEO compliance reporting, DBE and trainee requirements. File and maintain shop drawings, working drawings and submittals. Review and monitor contractor payroll and insurance documentation. Prepare final documents. Ensuring project documentation is processed in timely manner and is retrievable. Other duties as assigned.

**San Diego School District, San Diego CA. Office Engineer.** Assist Resident Engineer in arranging and conducting meetings. Updating documents is in my daily routine. Responding to RFIs. Writing Change Orders and Change Notices. Reviewing and Preparing Payment Application. As needed Inspection of jobsite. Maintaining Logs and records up to date.

**California Department of Transportation, Interstate 15/State Route 58 Interchange, San Bernardino CA. Resident Engineer/Office Engineer.** New freeway interchange and 5 miles of new 58 freeway. This project involved sewer, water and electrical utilities, sub-base, lean concrete base, asphalt concrete, Portland cement concrete, curbs, gutters, sidewalks, manholes, inlets, headwalls, barriers, guard rail, signage and striping, dust and erosion control. Responsibilities include preparation of daily reports, weekly meetings, estimate quantities, calculations, inspector's diaries' logs. He has extensive experience in reviewing plans, specifications, project cost estimates, submittals, RFIs, contract change orders, invoices, labor compliance, logistic and personnel records, project reports, punch lists, material take-offs, writing contract change orders, payment of extra work billings, and assisting inspection crews.

**California Department of Transportation, State Route 58 Extension, San Bernardino, CA. Assistant Resident Engineer/Office Engineer.** Extension of a new State Route 58 from City of Hinkley to State Route 395. Asphalt paving, curbs, gutters, sidewalks, headwalls, barriers, guard rail, signage and striping, dust and erosion control. Performed duties of the office engineer, developed contract change orders, paid extra work bills, assisted inspection as necessary. Inspected various items including Earthwork, Asphalt and Concrete paving, Signals and freeway lighting. Ensured completion of preconstruction utility work prior to construction, monitored CPM schedule performance, oversaw contractor safety, maintained documentation for pay quantities, prepared progress reports, tracked project status, assisted Resident Engineers as-needed, calculated monthly progress payment estimates, and prepared punch lists.

**City of Inglewood, Street Resurfacing Project, Inglewood CA. Office Engineer.** Assist Resident Engineer in arranging and conducting meetings. Updating documents is in my daily routine. Responding to RFIs. Writing Change Orders and Change Notices. Reviewing and Preparing Payment Application. Maintaining Logs and records up to date. Assist in third party coordination.



## Jose Francisco Villaseñor

### Assistant Resident Engineer



#### Firm

- V&A, Inc.

#### Years of Experience

- 18 Total
- 1 With V&A, Inc.

#### Education

- BS, Construction Management, California State University, Northridge, CA

Mr. Francisco has over 18 years of experience in construction management, field Engineering, inspection in heavy civil projects. Jose's past experience includes Roadway, Airport, Bridges, Trackwork, Utilities, Mechanically Stabilized Embankment (MSE), Change Management, Quantity Calculations, Payment Processing, Document Control. Jose Francisco also has experience coordination with Stakeholders, Designers, Engineers, Architects, Contractors, Utility Companies and 3rd party Coordination. He has knowledge of various specifications and standards such as Caltrans standard specs, Los Angeles World Airport (LAWA), SCRRA standard specs, Greenbrook, LADWP, City of Los Angeles Standards. Jose has worked with clients such as Caltrans, LAWA, Metrolink, SANDBAG, OCPW and Cities. He has successfully completed projects ranging from paving, demolition, maintenance, retrofit to new construction. His experience includes:

**Thomas Roads Improvement Program.** On-Call inspection to provide construction management services for the Centennial Corridor in the city of Bakersfield. Responsibilities include inspections of all punch list items coordinating with cm team and city to complete this project.

**Rosecrans/Marquardt Grade Separation for Metro City of Santa Fe Springs, CA.** *PSC – Construction Inspection.* Provide construction management services for Los Angeles County Transportation Authority (METRO) for grade separation. Project items of work included: asphalt paving (1,500 Tons, Caltrans Specs), bridge construction, MSE walls, drainage system, sidewalk and ADA ramps, cross-gutters, temporary traffic control, traffic signals, waterline improvements. Responsibilities include inspection of asphalt paving, grading operation, curb & gutter, sidewalk, ADA ramps, utility relocation, verification and calculation of payment quantities.

**On-Call Inspection Services for City of Rialto, CA.** *PSC – Construction Inspection.* On-call inspection consultant to provide construction management services for the City of Rialto of various street rehabilitation. Project



## Jose Francisco Villaseñor | RESUME PG 2

items of work included: intersection improvements, 3rd party coordination, asphalt paving (2,500 Tons), rubberized asphalt paving, slurry seal, concrete walks and ADA ramps, cross-gutters, temporary traffic control. Responsibilities are as follows: inspection of asphalt paving, ADA access ramps, sidewalk, curb & gutter, coordination with county personnel.

**On-Call Inspection Services for City of Santa Fe Springs, CA. PSC - Construction Management/Inspection.** On-call inspection consultant to provide full-service construction management services for the City of Santa Fe Springs Public Works Projects. The city has assigned multiple city improvements projects throughout Santa Fe Springs. Project items of work included: intersection improvements, 3rd party coordination, asphalt paving, rubberized asphalt paving, slurry seal, traffic striping paint & thermoplastic, concrete walks and ADA ramps, cross-gutters, temporary traffic control, etc. Also, assist the city engineering staff with providing pre-bid, pre-construction constructability. Responsibilities included verification of paving operations, sidewalk, curb & gutter, submittal reviews, coordination with public utilities and public agencies, quantity verification, payment processing.

**Durfee Avenue Grade Separation, Pico Rivera, CA. PSC, Construction Inspector.** The \$105 million contract consisted of grade separation between UPRR and Durfee Ave. in the City of Pico Rivera. The project helped decrease both vehicular traffic and train delays. Coordinating different phasing while keeping train traffic active. Project consisted of CIDH, Roadway JPCP (Caltrans Specs), Asphalt Paving, New Traffic Signal, Pump Station, Trackwork, Utility Relocations, Excavation, Storm Drain. Project required coordination of different stakeholders. Responsibilities included inspection of paving operation, quantity verification, coordination with utilities and agencies, daily operation recording, drone images

**Los Angeles World Airports (LAWA), LAWA Utilities and LAMP Enabling Projects (LULEP), Los Angeles, California LAX Modernization Program (LAMP), Los Angeles, CA. Task Order Construction Manager.** The \$5 billion Landside Access Modernization Program (LAMP) is designed to improve access to the airport by reducing

automobile traffic. LAMP includes multiple elements including an Automated People Mover, a Consolidated Rental Car Center, and two Intermodal Transportation Facilities for passenger pick-up and drop-off and connections with the Metro light rail public transit system. LAWA Task Order Project Management to bring Los Angeles Airport (LAX) up to modern era and elevate passenger experience. The project intends to relieve current congestion within LAX Central Terminal Area. LULEP encompasses multiple utilities, roadway, demolition, and enabling projects for the LAMP program. Responsibilities included writing field directives, change orders, independent cost estimates, managed task order funding, verification of payment request, coordinate with stake holder.

**OCPW Flood Control Maintenance/Repair, Orange, CA. Inspector/Engineer.** Orange County Public Works staff augmentation for repair and maintenance/repair from recent storms. Responsible for Inspection of flood control system due to recent above average rain year. Site inspection of county flood control system followed by coordination with construction staff and assist with engineer on record for recommendations on repairs.

**Burbank Empire I-5 Widening, Burbank, CA. Project Engineer.** SCRRA (Metrolink) Related Construction: SCRRA facilities between Burbank Boulevard to Hollywood Way. Construction included: (1) elevating 2.3 miles of existing railroad tracks; (2) two double-track railroad bridges to accommodate two new elevated tracks at Empire Avenue and Buena Vista Street, with abutment and piers for one additional track in the future; (3) relocation of existing longitudinal and parallel utilities, such as telephone, signal, fiber optic, oil, gas and electrical; (4) all temporary and permanent trackwork, grading, drainage facilities, and access driveways; and (5) embankment, supported by retaining structures, to elevate the existing two tracks to permanent locations and with provisions for one additional track. Responsibilities included field inspection of pile driving, CIDH, MSE wall installation, abutment inspection, grading operations, roadway buildup for railroad, utility relocation, quantity verification.



## Celeste Alfino

### Office Engineer



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Construction project administration
- Roadways and bridges
- Water/wastewater treatment plants

#### Years of Experience

- 23 Total
- 9 With MNS

#### Certifications

- Confined Space Awareness
- CPR and First Aid

#### Professional Development

- Stormwater Pollution Prevention Plan (SWPPP) training

Ms. Alfino brings considerable experience in project administration and coordination specializing in transportation projects in the construction industry. Prior to MNS, Celeste worked for a construction contractor for over eight years where she supported project managers with various contract and project administration responsibilities, including project setup and closeout, and overall document control. Celeste is known for her organizational skills and working under high-stress and deadline driven environments. Her experience includes:

**Pfeiffer Canyon Bridge Replacement at State Route 1, Caltrans District 5, CA.** *Office Engineer.* The Pfeiffer Canyon bridge is a major link along State Route 1 at Big Sur. The winter rains of 2016 caused the existing bridge to become structurally deficient, resulting in the bridge needing to be removed and replaced as an emergency project to get the highway open to traffic by the end of summer. The \$35M project was performed entirely on a time and materials basis with work occurring around the clock. The project consisted of the demolition of the existing bridge; clearing and grading of the site; constructing a single-span, 315-foot-long steel girder bridge in a remote location; barrier railing; roadway construction at the approaches; hot mix asphalt (HMA) paving; signage and delineation. Responsibilities included performing all office engineering duties including review and processing of extra work bills, monthly estimates, material certification, project filing, certified payroll, and coordination.

**Palo Comado Canyon Road Interchange Project, City of Agoura Hills, Agoura Hills, CA.** *Project Coordinator/Office Engineer.* This \$12M Interchange Improvement project is being constructed in several stages and includes widening Palo Comado Canyon Road and the Overcrossing over US 101 with one lane in each direction and a left-turn lane for the northbound on-ramp. The project widens the shoulders to accommodate Class II bike lanes and sidewalks on both sides of Palo Comado Canyon Road. The northbound on- and off-ramps are being widened including construction of a new traffic signal at the intersection with Palo Comado Canyon Road,





new street and bridge lighting, architectural features, signs and striping, and new irrigation and landscaping. The existing PC/PS I-Girder and T-Beam bridge is being widened on both sides. The project also includes three retaining walls; overhead signs; relocation of several utilities; drainage systems; ramp metering; earthwork; hot mix asphalt (HMA) paving; jointed plain concrete pavement (JPCP); Americans with Disabilities Act (ADA) compliant curb ramps, driveways, and sidewalks; and adherence to environmental permitting requirements. Responsibilities included performing all office engineering duties including review and processing of extra work bills, monthly estimates, material certification, project filing, certified payroll, and coordination.

**Gutierrez Street Bridge Replacement, City of Santa Barbara, CA. Project Coordinator.** This \$5.3M project, located on Gutierrez Street over Mission Creek in downtown Santa Barbara, replaced the existing structurally deficient bridge with a new single span pre-stressed/pre-cast (PS/PC) girder bridge structure—which also improved the hydraulic conveyance of Mission Creek. The project was constructed within Mission Creek involving significant environmental permit requirements including pre-construction surveys and a creek diversion. The new bridge is founded on 36-inch diameter cast-in-drilled-hole (CIDH) piles with pile cap over 15-foot-tall abutments. The project also included construction of soldier pile retaining walls with architecturally treated concrete fascia and wall caps; relocation of several utilities; placement of rock slope protection; drainage systems; curb, gutter, and sidewalk; and reconstruction of the roadway approaches.

**Cabrillo Boulevard Bridge Replacement, City of Santa Barbara, CA. Project Coordinator.** As part of the Lower Mission Creek Flood Control (LMCFC) project, the Cabrillo Boulevard Bridge is located at Cabrillo Boulevard and State Street in one of the most touristic areas of Santa Barbara. This \$14M project replaced the existing bridge with a widened and longer bridge spanning Mission Creek, a highly environmentally sensitive lagoon and estuary that is home to several environmentally sensitive species such as the tidewater goby and steelhead. The bridge was located at the outfall of the creek at the ocean. One project objective was to preserve the architectural

integrity of this historic bridge. Therefore, the project included special architectural features consistent with the historic nature of the waterfront area. The project was constructed in several stages to accommodate the high level of vehicular, pedestrian, and bicycle traffic. Ongoing public outreach was a critical element to minimizing the impact to the public as well as the adjacent businesses. The existing four-lane bridge, sidewalks, and bike path were replaced with a four-lane, pre-stressed/pre-cast (PS/PC) slab bridge with sidewalks, decorative rail, and lighting. Additional items included demolition of an adjacent building; reconstruction of approaching roadway; construction of reinforced concrete soldier pile retaining walls; temporary stream diversions and coffer dams; significant utility relocations; and construction of a temporary multi-use bridge along the beach boardwalk to maintain bicycle and pedestrian use around the project. Other project features included stream and estuary restoration downstream of the bridge, significant environmental permit requirements, and coordination with adjacent construction projects in the area. The project was federally funded and administered in accordance with the Caltrans Local Assistance Procedures Manual (LAPM). Responsibilities included assisting with project administration, document control, and certified payroll documentation.

**Lindero Canyon Road Bridge Improvements at US 101, City of Westlake Village, CA. Project Coordinator.** The highly traveled Lindero Canyon Road corridor is the gateway to the City; this \$6.2M project modified the existing bridge over US 101. The project removed the existing center median; added a travel lane in each direction; removed and replaced the existing exterior barriers with aesthetic treatments; modified the northbound Lindero Canyon Road on-ramp median; and improved related grading, drainage, utility and traffic signals. Responsibilities included assisting with document control and project closeout.



## Anita Berger

### Office Engineer



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Caltrans standards and specifications
- Labor compliance
- Construction project administration
- Roadways and bridges
- Water/Wastewater treatment plants

#### Years of Experience

- 34 Total
- 16 With MNS

#### Certifications

- 10-hour Construction Safety, Cal/OSHA
- California Public Works Labor Compliance
- Confined Space Awareness
- CPR and First Aid

#### Education

- AA, College of the Sequoias, Visalia, CA

#### Professional Development

- Stormwater Pollution Prevention Plan (SWPPP) training

#### Awards

- 2016 APWA Project of the Year, Supplemental Water Project
- 2016 National ASCE Project of the Year, Supplemental Water Project
- 2014 APWA Project of the Year, San Jose Creek and Capacity Improvements and Fish Passage
- 2014 APWA Project of the Year, Honorable Mention, Chapala Street Bridge Replacement
- 2012 APWA Project of the Year, Honorable Mention, Ortega Street Bridge Replacement

Ms. Berger is highly skilled in contract and project administration procedures for construction management. Anita has many years of experience working in high-pressure, technically-oriented construction management project offices. She has strong capabilities in using Prolog, Expedition, Primavera, SureTrak, and Microsoft Office applications. Anita contributes an expert level of knowledge of Caltrans standards and specifications to projects. Her experience includes:

**On-Call Services, Project 4B, Caltrans, Carpinteria, CA. Office Engineer.** This \$151M Caltrans project is along a 4.4 mile stretch of US 101 between the City of Carpinteria and the City of Summerland and joins the 4A project to the 4C project. 4B is another segment of the high-occupancy vehicle (HOV) Corridor Improvement project. Structure construction elements include a single span cast-in-place (CIP)/post-tensioned box girder bridge with a circular soffit founded on driven PC/PS concrete piles, a single span PC/PS box girder bridge founded on driven PC/PS concrete piles, a single span PC/PS voided slab bridge founded on 30-inch CIDH piles, several sign structures on CIDH foundations, thousands of feet of sound walls and retaining walls on CIDH foundations and spread footings, and thousands of feet of "Montecito" type concrete barriers.

**Linden Avenue and Casitas Pass Road Operational Improvements at US 101 (EA 05-4482U3), Caltrans District 5, CA. Office Engineer.** Linden Avenue and Casitas Pass Road Operational Improvements at US 101, Caltrans District 5, CA. This \$52M Caltrans multistage construction project along a 1.5-mile stretch of US 101, which paved the way for subsequent high-occupancy vehicle (HOV) lane widening projects along the US 101 corridor, replaced two interchanges/ overpasses over US 101 in the City of Carpinteria, added a new bridge over Carpinteria Creek to connect Via Real with Casitas Pass Road, upgraded the southbound off-ramp intersection with a new roundabout, and extended the existing Via Real frontage road. The US 101 expansion accommodates the six lanes of traffic required to begin the subsequent project to construct HOV lanes along the



Carpinteria/Santa Barbara corridor. Additional improvements included sound walls with architectural treatments along US 101. This challenging project raised the grade on US 101 by 10 feet to provide the capacity for a 100-year storm event. Construction elements include a new cast-in-place (CIP) and post-tensioned box girder bridge structure; three bridge replacements (cast-in-place, post-tensioned, and box girder bridge structures); concrete retaining walls; sound walls; reinforced box culverts and drainage improvements; rapid set lean concrete base (LCB) and jointed plain concrete pavement (JPCP); over 25,000 tons of hot mix asphalt (HMA) paving; 12,000 cubic yards of continuously reinforced concrete pavement (CRCP); overhead sign structures; concrete barrier railing and metal beam guard rails (MBGRs); signals and lighting; and multiple utility realignments. As a result of several concurrent interchange construction projects at various locations, this project required constant coordination with the City of Carpinteria, other local agencies, and the public.

**Cabrillo Boulevard Bridge Replacement, City of Santa Barbara, CA. Office Engineer.** As part of the Lower Mission Creek Flood Control project, this \$14M bridge is being constructed at Cabrillo Boulevard and State Street in one of the most tourist-frequented areas in downtown Santa Barbara. This project replaces the existing bridge with a wider and longer bridge spanning Mission Creek, a highly environmentally-sensitive lagoon and estuary. One of the goals of this project is to preserve the architectural integrity of this historic bridge. The existing four-lane bridge, sidewalks, and bike path will be replaced with a four-lane pre-stressed/pre-cast (PS/PC) slab bridge with sidewalks, decorative rail and lighting. The bridge is founded on special Tubex Piles as well as cast-in-drill-hole (CIDH) pile extensions with drop caps at the pier bents. This project is being constructed in several stages to accommodate the high level of traffic.

**Ortega Street Bridge Replacement, City of Santa Barbara, CA. Office Engineer.** This \$3M bridge replacement project—a portion of the Lower Mission Creek Rehabilitation Program—constructed a single-span, post-tensioned, cast-in-place (CIP) voided slab bridge; soldier pile walls; and reinforced concrete retaining walls. Additional project elements included significant shoring

and falsework, dewatering, and a creek diversion. Responsibilities included overall document control; processing submittals; handling Requests for Information (RFI); and processing pay estimates, including extra work bills and certified payroll review. Project of the Year, Honorable Mention.

**Chapala Street Bridge Replacement, City of Santa Barbara, CA. Office Engineer.** This \$3M bridge replacement—a component of the Lower Mission Creek Rehabilitation project—involved constructing a single-span, cast-in-place (CIP) slab bridge with cast-in-drilled-hole (CIDH) piles; reconstructing the existing sandstone retaining walls and existing roadway; significant shoring and falsework; installing an architectural concrete railing and decorative lighting; relocating utilities; dewatering; and diverting a creek. Reconstruction of the historically significant existing channel walls followed specific guidelines according to the Historic Landmark Commission requirements. The project was constructed per Caltrans Local Assistance Procedures Manual and per Caltrans guidelines. APWA Project of the Year, Honorable Mention.

**Los Carneros Road Overhead Bridge Replacement at US 101, City of Goleta, CA. Office Engineer/Project Coordinator.** This \$6.3M project removed and replaced the existing three-span T-beam bridge over the Union Pacific Railroad (UPRR) tracks and reconstructed the approaches to the bridge. This project was constructed in multiple stages to accommodate traffic across the bridge throughout construction. The new bridge was a single-span, 78-foot-long, pre-stressed, pre-cast I-girder bridge supported on 30-foot-tall abutments founded on driven pipe piles. Additional construction elements included several large retaining walls, lightweight expanded polystyrene backfill behind the abutments, drainage systems, temporary shoring, and falsework. Responsibilities included setting up project files, maintaining submittal and request for information (RFI) logs, preparing weekly meeting agenda/minutes, assisting the Resident Engineer/Assistant Resident Engineer with pay estimates and quantity sheets, logging and reviewing certified payrolls, coordinating with Caltrans (Caltrans oversight), and reviewing extra work bills for change orders.



## Laurie Jones

### Office Engineer



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Project coordination/management
- Cost/document control
- Project scheduling
- Permitting

#### Years of Experience

- 15 Total
- 7 With MNS

#### Education

- AA, General Studies, Bakersfield College, CA

Ms. Jones has over 15 years of experience with project coordination/management and senior administration experience. Laurie possesses extensive practical knowledge in strategic planning, project development, operational excellence, project management and scheduling in the oil, gas and aerospace industries. Her strengths include a wide range of office, program management and coordination skills; including, but not limited to, project scheduling, cost control, and document control. She is skilled with Microsoft Office and Project. In her last role, responsibilities included serving as custodian of project records and contracts, meeting project milestones and deadlines, negotiating pricing with vendors, creating purchase orders, balancing project budgets, developing and maintaining project dashboards, maintaining communication with project leads and clients regarding project status and invoicing completed projects. Laurie is known for her organization and excellent communication skills. Her experience includes:

**Nacimiento Lake Drive Bridge Project, County of Monterey, CA.** *Senior Project Coordinator.* This \$5.6M project will realign Nacimiento Lake Drive and replace the existing single-lane, four-span steel truss bridge crossing the San Antonio River with a new two-span post-tensioned concrete box girder bridge. The Project includes the construction of a 267-foot-long cast-in-place (CIP), post-tensioned box girder bridge and construction of approximately 787 feet of new roadway approaches and improvements. The new bridge will provide two 12-foot-wide travel lanes and two 3.5-foot-wide shoulders with Type 80 barrier rail and tubular bicycle railing along the edge of the deck.

**Bardin Road Safe Routes to School Improvements, City of Salinas, CA.** *Office Engineer.* This Safe Routes to School project is located in east Salinas on Bardin Road at one of the busiest intersections in Salinas. Portions of the project are located within Monterey County right-of-way and require coordination with multiple agencies and environmental permit agencies. The Project creates safety buffers between vehicles and bicyclists, reduces pedestrian crossing distances, provides improved



## Laurie Jones | RESUME PG 2

crosswalks and Americans with Disabilities Act (ADA) curb ramps, and controls key intersections. The project is being constructed in a highly traveled area of the City requiring detailed traffic control in four stages to accommodate traffic throughout construction.

**Los Osos Valley Road Interchange at US 101, City of San Luis Obispo, CA. Office Engineer.** This \$17M project constructed a new four-span, 370-foot long, post-tensioned, box girder bridge on Los Osos Valley Road (LOVR) over US 101; widened a three-span, 112-foot-long multi-plate bridge over San Luis Obispo Creek; and upgraded all four on/off-ramps at the interchange. The project also included retaining walls, multiple drainage systems, periods; traffic control; concrete and HMA paving; traffic signals; and utility relocations. The project was constructed in accordance with applicable City and Caltrans LAPM standards, methods, and procedures. Responsibilities included updating/archiving project files, maintaining submittal and request for information (RFI) logs, assisting the Resident Engineer/Assistant Resident Engineer with pay estimates and quantity sheets, logging and reviewing certified payrolls, coordinating with Caltrans (Caltrans oversight), and reviewing extra work bills for change orders.

**City of Arroyo Grande 2016 Street Repairs, CA. Office Engineer.** This \$750K project consisted of removal, repair, and replacement of existing HMA roadway, concrete cross-gutters, curb and sidewalk at six locations throughout the City. After the roadway repairs were completed, each road was conformed ground and overlaid with 1.75-inch new HMA surfacing. Construction required raising existing monuments, water valves, and sewer manhole covers. Seven existing handicap ramps were removed and rebuilt in accordance with current Americans with Disabilities Act (ADA) standards. Responsibilities included setting up project files, maintaining submittal and request for information (RFI) logs, preparing weekly meeting agenda/minutes, assisting the Resident Engineer/Assistant Resident Engineer with pay estimates and quantity sheets, logging and reviewing certified payrolls, coordinating with Caltrans (Caltrans oversight), and reviewing extra work bills for change orders. Responsibilities included updating/archiving project files, maintaining submittal and request for information (RFI)

logs, assisting the Resident Engineer/Assistant Resident Engineer with pay estimates and quantity sheets, logging and reviewing certified payrolls, coordinating with Caltrans (Caltrans oversight), and reviewing extra work bills for change orders.

**City of Arroyo Grande Street Resurfacing, CA. Office Engineer.** This project involved crack repair and slurry seal of nine local roads in three separate locations throughout the City. MNS construction management. Responsibilities included updating/archiving project files, maintaining submittal and request for information (RFI) logs, assisting the Resident Engineer/Assistant Resident Engineer with pay estimates and quantity sheets, logging and reviewing certified payrolls, coordinating with Caltrans (Caltrans oversight), and reviewing extra work bills for change orders.

**Hollister Avenue Class I Bike Path and Pedestrian Improvements, City of Goleta, CA. Office Engineer.** This \$5M project constructed a Class I bike/multi-purpose path along the south side of Hollister Avenue from Pacific Oaks Road to Ellwood Elementary School. This project consisted of over a mile of complete street improvements such as pavement rehabilitation, multimodal path construction, replacement of over a dozen curb ramps, drainage improvements, signaled intersection upgrades, parkway and median planter construction, and curb and gutter replacement. The pavement rehabilitation entailed removal and replacement of failing pavement sections, pavement leveling courses, pavement overlays, and micro surfacing placement. The construction team maintained access to adjacent businesses and provided safe pedestrian and bicycle passage through the project site. Proactive daily traffic control monitoring and coordination with the public also contributed to the success of the project. The multiple funding sources for this project included a \$1.6M Active Transportation Program (ATP) grant for project construction, Measure A, and Goleta Transportation Impact Program funds. MNS utilized an in-house document control system to manage the project in accordance with City and Caltrans Local Assistance Procedure Manual (LAPM) guidelines. Responsibilities included reviewing labor compliance documentation including certified payrolls, organizing and filing all project paperwork, and reviewing extra work bills.



**Linda Flores**

**Office Engineer**



**Firm**

- V&A, Inc.

**Years of Experience**

- 14 Total
- 2 With V&A, Inc.

**Education**

- Oxnard Community College, ADS
- Ventura College, Construction Management

Ms. Flores provides administrative support for the Construction Manager, Resident Engineer, inspectors, client, and team. Linda's main areas of expertise include implementing administrative procedures associated with public agency capital improvement projects, supervising and performing on-site inspections to calculate bid items and generate daily field reports, preparation of complex spreadsheets for contractors' monthly progress payment. She is also responsible for analyzing contractors' personnel data to certify payroll and prepare extra work reports, preparation and tracking of correspondence, agreements, and other legal documents. Her experience includes:

**Widening Freeway Milpas to Hot Springs, Santa Barbara, CA. Senior Field Office Engineer. \$46 M**

widened freeway to six lanes. Constructed eight new bridges, soundwalls and retaining walls. In charge of Office Engineer duties. Assisted Resident Engineer with change orders, organized files per Caltrans construction manual. Prepared monthly pay estimates. Kept track of submittals, RFI's and change order logs.

**Southeast Public Library, City of Oxnard, CA. Project Coordinator. Construct Southeast public library. In charge of Office Engineers duties.**

**Carmen Drive Retaining Wall, US101, Camarillo, CA. Office Engineer. Realignment of Ventura Boulevard frontage road/SB US 101 on/off-ramp and retaining wall at Carmen Drive and Ventura Boulevard construction of a new S/B offramp, traffic signals, and utility relocations. In charge of Inspection and Office Engineer duties. Field measurements and calculation to generate daily report.**

**Johnson Dr Road Grade Separation and Northbound on and off ramps, Ventura, CA. Field Office Engineer. \$5.7 M. Construct a two-span heavy rail structure. Precast heavy rail and prestressed box concrete girder. ISO-9001 Document Control System. Logging, filing and documenting construction documents such as change order, construction inspection report, and material testing reports.**



## Jasmine Jaime

### Office Engineer



#### Firm

- V&A, Inc.

#### Years of Experience

- 12 Total
- 12 With V&A, Inc.

#### Certifications

- Project Management Certification of Completion – August 2016, California State University, Bakersfield

#### Education

- BA, Liberal Arts, University of La Verne, La Verne
- Associates Psychology, Bakersfield College

Ms. Jaime has approximately 12 years of professional experience. She has managed the Document Control for The Thomas Roads Improvement Program (TRIP), a \$1.3B program, for the City of Bakersfield. Ms. Jaime has managed and successfully implemented the programs document control needs compatible with the clients system for all following projects under the TRIP Program: 7th Standard Road/State Route 99 Interchange, Westside Parkway, State Route 58 Gap Closure, State Route 99 Auxiliary Lanes, Hageman Road Flyover, Rosedale Highway, State Route 178 Widening, Centennial Corridor/State Route 58 Connector, Beltway Operational Improvements and Kern River Bridge Improvements and 24th Street Improvements Project. Ms. Jaime also has experience in office management and administrative functions. Within her 5 years with TRIP, Ms. Jaime has developed and maintained strong business relationships with the client and subconsultants. Her experience includes:

**Thomas Roads Improvement Program.** Ms. Jaime is the administrator for Primavera (contract manager) Sharefile and Sharepoint. Ms. Jamie is the Document Control Manager responsible for managing the document control, storage, and retrieval methods that include the use of both hard copies and electronic records. Ms. Jaime maintains and manages an electronic document management system for storing files. The document control system consists of the following: correspondence control and distribution, drawing control, record retention and archiving, meeting agendas, minutes, and distribution and contract administration.

In addition, Ms. Jaime also has experience in contract administration. Ms. Jaime managed 10 million dollars in subcontract for the Thomas Roads Improvement Program (TRIP). Responsibilities included the subcontract process for management oversight and coordination of the contracts. Preparation of draft and final subcontract documents for execution. Managed and ensured all subconsultants remain within or underproposed budgets accordingly. Ensured Certificate of Insurances' compliance with the prime contract flowdown requirements.



## Brenda Lomeli

### Office Engineer



#### Firm

- V&A, Inc.

#### Years of Experience

- 5 Total
- 5 With V&A, Inc.

#### Education

- Master of Business Administration
- Bachelor of Science in Business

Ms. Lomeli has over five years of professional experience. She is currently an Office Engineer/Inspector for the Kern County Water Agency CVC project. Prior to that, she was an Office Engineer with the Thomas Roads Improvement Program (TRIP), a \$1.3B program for the city of Bakersfield. She has successfully implemented the programs document control needs compatible with the client's system for the following projects under the TRIP Program: Centennial Corridor, Mainline, Bakersfield Freeway Connector. Mrs. Lomeli was also the Office Engineer for the Rosedale Highway Widening Project. Previously, she managed the Document Control for the Kern Community College District (KCCD) Measure G and Measure J program, a \$682 million dollar Program, for the City of Bakersfield. Ms. Lomeli has managed and successfully implemented the programs document control needs compatible with the client's system for all following projects under the KCCD Program: Campus Center/ABC Building, Science and Engineering Building, Renegade Athletic Complex, Agriculture Building, Veterans Resource Center, Swing Space Projects, Memorial Stadium Phase I and II, Campus Signage and Agriculture Building. Mrs. Lomeli has developed and maintained strong business relationships.

**LAWA-Cargo.** Ms. Lomeli is part of the cost estimating team, collaborating planning and achieving the progress of estimating constructability review, schedule and take off. She assists with reviewing plans and diving into project details. Understanding specification requirements to understand how cost is impacted. Ms. Lomeli is part of team meetings, going over the agenda reviewing indirect costs such as Insurance requirements, P&P Bond requirements, Fees, permits, Change orders and general requirements.

#### **Cross Valley Canal Pioneer Inlet Improvements.**

Ms. Lomeli manages the Office Engineer/Inspector duties for this project. She maintains and manages the storing of files based on Caltrans uniform file system. The document control role consists of the following: Contractor certified payroll review, assist with project record estimate, project monthly reports, processing general contractor submittals





## Brenda Lomeli | RESUME PG 2

and distribution such as Requests for Information (RFI's), requests for change orders, administrator of Procore document management software, correspondence control and distribution, shop drawing control, record retention and archiving. Mrs. Lomeli is also the inspector onsite; she oversees the construction process and stays in communication with the contractor's project manager. She ensures that the Contractor follows the plans and specifications. The project consists of demolishing the existing outlet structure and damaged concrete lining and repairing the damaged concrete canal liner. The project also includes sheet piling for a coffer dam system, storm water pollution, dust control, site earthwork and dewatering, rip rap and slurry placement.

**Thomas Roads Improvement Program.** Ms. Lomeli is the Office Engineer responsible for the Document Control, storage and retrieval methods that include the use of both hard copies and electronic records. She maintains an electronic document management system for storing files in accordance with Caltrans uniform file system. The document control system consists of the following: Review and track Inspectors daily reports, Contractor's payroll document review, assist with material invoices, maintain weekly statement of working days, project record estimate and project status sheet and record retention and archiving.

**Kern Community College District.** Ms. Lomeli maintained and managed the Document Control responsibilities based on KCCD file system in which the system consists of the following: correspondence control and distribution, drawing control, record retention and archiving, meeting agendas, minutes, weekly and monthly reporting to client, processing general subcontractors' submittals and distribution, utilization of eBuilder and PlanGrid document management software, manage and maintain local and non-local expense report excel worksheet, maintain master companies list, review uploads for conformance with filename protocol, and contract administration. Ms. Lomeli will also assist Project Engineers and Project managers by walking the site along with them on a weekly basis.



## Catalina Ferreto

### Labor Compliance Monitoring



#### Firm

- 360PSM

#### Areas of Expertise

- Labor Compliance Monitoring State and Federal
- Prevailing Wages Rates
- Cross check daily reports
- Documents Control Management
- Conducts Field Interviews
- Status Report
- Public outreach
- Marketing and Administrative Support Services
- Marketing consultant Services

#### Years of Experience

- 22 Total
- 6 with 360PSM

#### Certifications

- FFC: Prevailing Wage/ Labor Compliance
- Contract Compliance Academy- Public Works
- Public Works: Phase 1: PWC-100
- Public Works: Phase 2: Labor Compliance
- Public Works: Phase 3: Apprentices
- Public Works: Phase 4: Fringe Benefits
- Public Works: Phase 5: Skilled Work Force
- Public Works: Phase 6: Federal Davis Bacon
- Public Works CCS, CA
- Federal Public Works (Davis Bacon) CCS, CA

#### Education

- Boston University San Jose Costa Rica  
Bachelor's in Business Administration and Global Marketing
- Heald College AA
- Heald College Valedictorian
- Monterey Peninsula College (MPC)

360PSM was founded in 2018 by Catalina Ferreto and was created with the goal of assisting agencies in implementing the guidelines and procedures for local agencies to comply with labor compliance and associated provisions derived from the California Labor Code of Federal Regulations, regulations of the FHWA, the California Code of Regulations, and the United States Department of Labor. We help agencies monitor contractor compliance with all the applicable payments of prevailing wages and requirements of the contract provisions. Her experience includes:

**City of Soledad Construction Management and Inspection Services for the Orchard Lane Park.** Project cost \$7,767,286, *Labor Compliance Monitoring Officer*. The project includes Technical professional Construction Management and Inspection Services related to the proposed Metz/Orchard Park including but not limited to: park construction, new building construction, site demolition, skatepark, splashpad, earthwork, and site. Orchard Lane Park was recognized as Project of the Year 2024 Monterey Bay APWA .

**Pajaro/Sunny Mesa Community Services District (PSMCSD).** Critical Water Supply improvements for Pajaro (600,000-Gallon Water Storage Tank), project cost \$2.4 Million, *Labor Compliance Monitoring Officer*. 360PSM and President Catalina Ferreto provided Pajaro/Sunny Mesa Community Services District with assistance on the first phase of the project with Labor Compliance and complying with all applicable provisions of Section 16100 of Title 8 of the California Code of regulations, which require the Contractor to keep accurate records of work performed as provided in Labor Code Section 1812, to allow Owner to inspect contractor's payroll records pursuant to Labor Code Section 1776 and Section 16400( e) of Title 8 of the California Code of Regulations, and to comply with all requirements imposed by law. And second phase Field Interview Officer.



**City of Palmdale Arterial Pavement Rehab.** Project Cost \$19,449,515, *Labor Compliance Monitoring Officer*. The project consists of but is not limited to; Saw-cutting; excavation, removal and disposal of the AC roadway section and PCC improvements; cold milling and disposal of AC pavement; replacement and compaction of subsurface material; full depth reclamation; setup and maintenance of traffic control system, placement of crushed aggregate base and AC, and ARHM pavement materials; replacement of traffic striping and markings; and cleanup of the project area.

**City Park Revitalization and Improvement - for Closter Park- EL Gabilan Play-Lot: Universal Playground at Northgate and Williams Ranch Parks.** Project Cost \$7 million, *Labor Compliance Monitoring Officer*. The City of Salinas has a population of 165,000 people, is the largest city in the County of Monterey and serves as the county seat. Known as the "salad bowl of the world", the community is surrounded by agricultural lands which drive its economy and shape its heritage.

**County of Monterey, Department of Public Works. Castroville Bicycle/Pedestrian Path and Railroad Overcrossing: Castroville, CA Project No. 8622.** Fed. Aid Project No: RSTPLE-5944(111), project cost \$10.6 million, *Labor Compliance*. The Bicycle/Pedestrian & Railroad Overcrossing Bridge project is a bicycle and pedestrian bridge crossing over the railroad tracks and a new bicycle/pedestrian path parallel to Highway 156. The bicycle and pedestrian facility, included a bridge crossing over the Union Pacific Railroad tracks. The project connected the existing bike and pedestrian path at Castroville Boulevard. The project is in northern Monterey County, northeast of the community of Castroville.

The project did not have a Labor compliance implementation talent. Catalina provided services to bring the project up to date on its labor compliance. Catalina reviewed daily reports and created spreadsheets to verify contractors and subcontractors were on the site and that certified payrolls were turned in for the corresponding work week. Verifying on the Department of Industrial Relations website that each worker was paid the minimum prevailing wage, hours worked, overtime, holidays vacation, etc. Helping to file daily reports and certify

payrolls. Creation and preparation of payroll record discrepancies and missing documents.

**San Lorenzo Valley Water District,** replace several redwood water storage tanks in the Lompico. Project cost \$1,558,000, *Labor Compliance*. The project consists of the replacement of several redwood water storage tanks in the Lompico Area of the District with modern steel water storage tanks. Existing tanks at the Kaski, Madrone, and Lewis sites. The Lompico Tanks Project generally involves installation of temporary tanks; demolition of old tanks, buildings and piping; site grading, the installation of storm drains and site electrical; and installation of new steel tanks.