



County of Santa Barbara: General Services  
**Capital Division**

**PROFESSIONAL SERVICES AGREEMENT**

Between

**THE COUNTY OF SANTA BARBARA**

And

**DIVERSIFIED PROJECT SERVICES INTERNATIONAL, INC.**

For

**ENGINEERING SERVICES**

For

**CALLE REAL WATER MAIN IMPROVEMENTS & NEW WATER LOOP DESIGN**

**PROJECT NUMBER: 19012**

**TABLE OF CONTENTS**

<b><u>PART</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
1	RECITALS.....	1
2	PROJECT AUTHORIZATION, TERM, MAXIMUM COMPENSATION.....	1
3	OWNER'S RESPONSIBILITIES.....	1
4	PROJECT SCOPE OF WORK (SOW).....	2
5	CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES.....	2
6	CONSULTANT'S SCHEDULE.....	4
7	INDEMINIFICATION & INSURANCE.....	4
8	REPRESENTATION BY COUNSEL.....	4
9	HAZARDOUS MATERIALS.....	4
10	COMPENSATION & PAYMENT.....	5
11	TERM & TERMINATION.....	7
12	DISPUTE RESOLUTION.....	8
13	MISCELLANEOUS PROVISIONS.....	11
14	NOTICES.....	13
15	LIMITS OF AGREEMENT.....	13
16	EXHIBITS AND ATTACHMENTS.....	13

**END TABLE OF CONTENTS**



County of Santa Barbara: General Services  
**Capital Division**

**LIST OF EXHIBITS**

<b><u>EXHIBIT</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
A	CONSULTANT'S SCOPE OF WORK & HOURLY RATES .....	A1
B	CONSULTANT'S STAFF & SUBCONSULTANTS.....	B1
C	CONSULTANT'S COMPENSATION .....	C1
D	INDEMNIFICATION AND INSURANCE REQUIREMENTS .....	D1
E	NOTICES .....	E1

**END LIST OF EXHIBITS**

**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**PROFESSIONAL SERVICES**

This is an agreement between THE COUNTY OF SANTA BARBARA (hereinafter "Owner" or "County") and DIVERSIFIED PROJECT SERVICES INTERNATIONAL, INC. (hereinafter "CONSULTANT").

**PART 1 - RECITALS**

- 1.01 WHEREAS**, this Professional Services Agreement (hereinafter "PSA") sets forth the terms and conditions pursuant to which Consultant, as a Professional, will provide professional design services (hereinafter "Services") for Owner's Calle Real Water Main Improvements & New Water Loop Design; and
- 1.02 WHEREAS**, Consultant was selected by means of the County's qualifications based selection (QBS) process, represents itself as a Professional having the requisite qualifications, licenses and agrees to perform such Services; and

**NOW, THEREFORE, Owner and Consultant agree as follows:**

**PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION**

**2.01 Agreement For Services**

- A. This Professional Services Agreement sets forth the terms and conditions pursuant to which Consultant, as a Professional, will provide services to the County.

**2.02 Maximum Compensation**

- A. The sum of all Project Agreements issued pursuant to this PSA shall not exceed One-Hundred Eighty-Eight Thousand Four-Hundred Eighty Dollars (\$188,480.00). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

**2.03 Term**

- A. This Agreement is effective upon the date of full execution by both parties, and shall remain in effect for a period of 24 months ("Term"), unless earlier terminated under Section 11 of this Agreement.

**2.04 Scope**

- A. The Services and Deliverables identified in Exhibit A, "Consultant's Scope of Work and Hourly Rates", of this PSA, establish:
1. The full range of Services and Deliverables the County may authorize for Projects within the scope of this PSA.
  2. The extent of the Services and/or Deliverables that may be authorized by the Owners Project Manager (OPM) within the scope of this PSA.

**PART 3 - OWNER'S RESPONSIBILITIES**

**3.01 Owner Provided Information**



County of Santa Barbara: General Services  
**Capital Division**

- A. If required and where available, Owner may provide any of the following for Consultant's use in connection with the Services:
  - (i) CAD files, working drawing PDF files, historical information, real estate reports, specialized studies, etc.
- B. Consultant must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

**3.02 Approval & Permit Fees**

- A. Owner will pay all fees required by any jurisdiction having authority over a Project for filing and checking of any item of Service prepared by Consultant, and such fees necessary to secure approvals and permits for the Project from any Governmental Agency.

**PART 4 - PROJECT SCOPE OF WORK (SOW)**

**4.01 Changes in Scope**

- A. If Owner requests a change in the requirements of the SOW that Consultant contends is material and justifies an increase in compensation, Consultant must within fourteen (14) calendar Days of the Owner's request, advise Owner in writing before proceeding with such change. If written notice is not given to Owner within said fourteen (14) Days, such change will be deemed not material and Consultant will not be entitled to additional compensation for the change in the requirements of the SOW.
- B. If Owner causes a material change in the Service(s) or Deliverable(s), Consultant must within fourteen (14) calendar Days of the event that caused the material change, notify Owner in writing that Consultant contends Owner has caused a material change in their Service(s) or Deliverable(s). After said notification, Consultant must provide such Service or Deliverables as directed by OPM. If OPM concurs that there has been a material change in a Service or Deliverable, payment to Consultant will be adjusted in accordance with Part 10.01.A.3, "Changes."
- C. If there is a material increase in the SOW required to complete a Project Agreement, and such increase is not the fault of or caused by Consultant, or does not result from faulty or inaccurate estimations made by Consultant, OPM may request, and Consultant, pursuant to such request, must provide assistance in re-allocating the remaining available funds relating to the Project Agreement. Such assistance must, if requested by OPM, also include a determination of any other Services necessary to complete the Project.
- D. If there is a material decrease in the SOW, Consultant agrees to immediately notify OPM and to accept a reasonable reduction in compensation.

**PART 5 - CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES**

**5.01 Consultant as Independent Contractor**

- A. Consultant is performing all Services as an independent contractor and not an agent or employee of County. The expertise and experience of Consultant are material considerations for County's execution of this Agreement. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of County, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, shall be void and of no effect.

**5.02 Consultant's Use of Subconsultants**

- A. Notwithstanding the foregoing, Consultant may use subconsultants in performing the Services under this Agreement. Consultant shall be responsible for directing the work of authorized



County of Santa Barbara: General Services  
**Capital Division**

subconsultants, and for any compensation due to subconsultants. County assumes no responsibility whatsoever concerning such compensation. Consultant may add subconsultants to those identified in Exhibit B only with the prior written approval of the OPM.

### 5.03 Consultant's General Responsibilities

The following General Responsibilities shall apply to all Services under this Agreement.

#### A. Standard of Care

1. Consultant must perform Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.
2. Consultant must perform Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations and ordinances in force at the time a Project Agreement is awarded.
3. Consultant must use its professional judgment and expertise to verify interpretations of applicable law, codes, regulations, and ordinances, from the appropriate Government Agency(s) and authorities having jurisdiction over the Project. Such efforts will be undertaken in accordance with the acceptable standard of care for this type of Project.
4. Consultant must consider all mitigation measures identified in the Project's Environmental Impact Report, Mitigated Negative Declaration or other CEQA documentation in performance of their Services.

#### B. Funding by Governmental Agencies

1. If applicable to the scope defined within this PSA, when a Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant must comply with the requirements of said Federal, State, or outside funding sources in the Construction Documents.

#### C. OSHPD Jurisdiction

1. If applicable to the scope defined within this PSA, when a Project is within the jurisdiction of the State of California, Office of Statewide Health Planning and Development ("OSHPD"), Consultant's Instruments of Service must meet all OSHPD requirements.

#### D. Sequence of Consultant's Services

1. In general, Consultant's Services will proceed sequentially by the Phases described in Exhibit A, "Consultant's Scope of Work & Hourly Rates"
2. This PSA establishes the Consultant's Milestone Schedule for completion of the Consultant's Services.

#### E. Submittal of Deliverables

1. Each submittal must include a declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Subconsultants was coordinated, the submittal is complete, and that all prior review comments have been incorporated and coordinated.
2. Consultant must furnish to Owner, suitable for reproduction, original reproducible files and other Instruments of Service, and computer disks containing the submittal in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2010 or newer, Microsoft Office 2010 or newer.

#### F. Printing & Reproduction

1. Consultant must pay for all printing and reproduction cost incurred in the performance of its Services.
2. Owner will print coordination check documents to be used by the Owner beyond the number of copies identified in the SOW at Owner's expense.



County of Santa Barbara: General Services  
**Capital Division**

3. If applicable to the scope defined within the PSA, Owner will print Bid Documents for distribution to Bidders at Owner's expense.

**G. Meetings**

1. Required meetings are as specifically identified in Exhibit A "Consultant's Scope of Work & Hourly Rates".
2. Unless otherwise requested by the OPM, Consultant must prepare agendas for and take minutes of all meetings conducted/attended by Consultant. This includes meetings that are chaired by the OPM.
3. The Consultant's fee for attendance at and preparation of minutes for all meetings specifically identified in Exhibit A "Consultant's Scope of Work & Hourly Rates" will be considered included in the overall fee identified for this PSA.

**H. Consultant's Staff and Subconsultants**

1. Consultant's staff and Subconsultants are identified in Exhibit B, "Consultant's Staff and Subconsultants" and are subject to the requirements set forth therein.
2. Changes to Consultant's staff and Subconsultants are subject to approval as an amendment to the PSA by the OPM.

**5.04 Basic Services & Deliverables: See Exhibit A**

**PART 6 - CONSULTANT'S SCHEDULE**

**6.01 Schedule**

- A. Consultant shall schedule and promptly perform all Services and Deliverables in coordination with the County.
- B. Consultant shall perform all Services and Deliverables within the time and project schedule shown. Time is of the essence in accordance with the Standard of Care in this Agreement.
- C. Consultant must provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the project schedule.

**PART 7 - INDEMNIFICATION & INSURANCE**

**7.01 Exhibit D Requirements**

- A. Indemnification and Insurance requirements are set forth in Exhibit D, "Indemnification & Insurance."

**PART 8 - REPRESENTATION BY COUNSEL**

- A. Both parties to this PSA were represented by counsel in the negotiation and execution of this Agreement.
- B. The parties are aware of the provisions set forth in California Civil Code §1717 and intend this paragraph of the PSA to meet said statutory requirements so that the reference to attorneys' fees in Part 7, "Indemnification & Insurance", applies only in the indemnification context in Part 7, "Indemnification & Insurance."

**PART 9 - HAZARDOUS MATERIALS**

**9.01 Responsibility for Hazardous Materials**



County of Santa Barbara: General Services  
**Capital Division**

- A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.
- B. Unless otherwise provided in this PSA, or unless Owner has provided documented information to Consultant regarding the presence or potential presence of such hazardous materials Consultant and its Subconsultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

**9.02 Hold Harmless Clause**

- A. To the fullest extent permitted by law, Owner agrees to bring no claim against Consultant and its Subconsultants and to defend, indemnify, and hold harmless Consultant and its Subconsultants from third party claims relating to the investigation, detection, abatement, replacement, or removal of asbestos or other hazardous material, or relating to sudden or gradual escape or release of hazardous contaminants of any kind into or on the land, the atmosphere, or any water course or body of water, excepting only such claims which arise out of the sole negligence or willful misconduct of Consultant or its Sub-consultants.

**PART 10 - COMPENSATION & PAYMENT**

**10.01 Compensation**

- A. Payments will be made as set forth herein
  - 1. Maximum Compensation Limit
    - a. The Maximum Compensation Limit (MCL) includes all authorized Services and authorized Reimbursable expenses. Total payment by Owner will not exceed the MCL specified in Exhibit C and Consultant is fully responsible for provision of all Services and Deliverables, compensation for which will not exceed the specified MCL.
  - 2. Consultant's Hourly Rate Schedule
    - a. Consultant's Hourly Rate Schedule is set forth in Exhibit A, "Consultant's Scope of Work & Hourly Rates."
    - b. Modifications to Consultant's Hourly Rate Schedule will not be allowed for the duration of this PSA.
    - c. Non-Fixed fee Services provided by Subconsultants are subject to approval by the OAR and are to be identified in this PSA.
  - 3. Changes
    - a. If, during the term of a this PSA, circumstances constituting a material change in scope as described in Part 4.01, "Changes In Scope", arise, Consultant will be entitled to compensation therefore, within the MCL. If such changes mean that the SOW cannot be completed as originally envisioned, then Consultant must immediately inform the OPM and assist OPM in allocating the remaining compensation among the unfinished Services in order to accomplish as much of the original intent as possible within the Total Compensation Limit of this PSA.
  - 4. Prevailing Wages
    - a. Consultant acknowledges that work performed on site to support the Services under this PSA is a public work within the meaning of California Labor Code Section 1720 and that the requirements of Section 1771, et. seq. apply to such public work. Consultant has included (and will include) consideration for this obligation in calculating compensation and cost estimates under this PSA.





County of Santa Barbara: General Services  
**Capital Division**

5. Errors and Omissions

- a. Consultant must correct errors and omissions attributable to Consultant without cost to Owner.
- b. Owner has the right to pursue claims for any errors and omissions caused by Consultant.

**10.02 Reimbursable Expenses**

- A. When travel is authorized as a reimbursable expense, Consultant agrees to comply with the Santa Barbara County and Federal travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found in the Capital Projects Division.
- B. All reimbursable expenses, including travel, mileage, copying, printing, etc. should be included in the MCL and not billed separately.

**10.03 Supplementary Services & Deliverables**

- A. County has established a Supplemental Services Allowance (SSA) for the performance of services not included within the Scope of Services and Deliverables. Consultant will only commence work pursuant to the SSA following prior, written authorization of County's OPM.

**10.04 Payment**

- A. Payment Requests
  1. Owner will endeavor to make payments within thirty (30) Days after the OPM's approval of the Consultant's correct Payment Request.
- B. Invoices
  1. Consultant will submit Payment not more than once each month.
- C. Progress Payments
  1. Owner may, at its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.

**10.05 Release of All Claims**

- A. Prior to final payment under any Project Agreement, Consultant must execute and deliver to Owner a release of all claims arising under the Project Agreement, other than such claims, if any, as may be specifically excepted from the release for the reasons and in the amounts stated in the release.

**10.06 Timely Billings**

- A. Consultant agrees to bill Owner on a timely basis and not later than ninety (90) Days after:
  1. Services are performed; or
  2. Billings are otherwise due pursuant to the terms of the PSA.
- B. Owner has no liability for payment of, and has sole discretion to pay or decline payment of, any billings submitted after the expiration of this ninety (90) Day period.

**10.07 Consultant's Accounting Records**

- A. Accounting System & Records Retention
  1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years from expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.
- B. Owner's Auditing Rights



County of Santa Barbara: General Services  
**Capital Division**

1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices affecting the performance or administration of this PSA, or affecting any changes or modifications to this PSA.
- C. Applicability to Subcontracts
1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts exceeding Ten Thousand Dollars (\$10,000) in value pursuant to this PSA or any modification thereof.

**PART 11 - TERM & TERMINATION**

**11.01 Owner's Rights**

- A. Termination for Convenience
1. Owner's Authorized Representative may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work as specified in the notice.
  2. If this PSA is so terminated, Consultant will be compensated as set forth below.
- B. Termination for Breach
1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from the County's OPM specifying such failure or violation, Owner may terminate this PSA.
  2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.
  3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment, which is allowed by this PSA for a termination for convenience.
- C. Suspension for Convenience
1. Owner's Authorized Representative may, without cause, order Consultant in writing to suspend, delay, or interrupt the services under this PSA 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 in this Agreement.
- D. The rights and remedies provided herein to Owner are in addition to any other rights and remedies provided by law in this PSA.

**11.02 Consultant's Compensation Upon Termination**

- A. In the event of Owner's termination of this PSA, Consultant will receive compensation as follows:
1. For fully performed and accepted items of Service, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for that item of Service or expense.
  2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee



County of Santa Barbara: General Services  
**Capital Division**

otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.

- B. In no event will the total compensation paid for any item of Service exceed the value specified in this PSA for that item of Service.

**11.03 Delivery of Documents**

- A. Upon any termination of this PSA, Consultant must furnish Owner all documents and Instruments of Service prepared pursuant to this PSA, whether complete or incomplete. Consultant may retain a copy for its records.

**PART 12 - DISPUTE RESOLUTION**

**12.01 Consultant's Questions & Concerns**

- A. Questions regarding the terms, conditions and Services of this PSA will be decided by the Director who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

**12.02 Dispute Resolution During Construction**

- A. Alternate Dispute Resolution (ADR)
  - 1. Owner intends to use ADR techniques including Partnering and Mediation during Design, if required.
- B. Consultant and its subcontractors shall participate in all ADR efforts as directed by owner.
- C. The cost of Partnering training facilities and facilitator will be borne by Owner.

**12.03 Negotiations Before and During Mediation**

- A. Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by Owner and Consultant.

**12.04 Mediation**

- A. Voluntary Mediation
  - 1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant agree to attempt to resolve the matter by Mediation.
  - 2. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable solution.
  - 3. These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration.
- B. Initiation of Mediation
  - 1. Any party to a dispute or claim may initiate Mediation by notifying the other party or parties in writing.
- C. Request for Mediation
  - 1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.
- D. Selection of Mediator
  - 1. Upon receipt of a Request for Mediation, within fourteen (14) Days, the parties will confer to select an appropriate Mediator agreeable to all parties.
  - 2. If the parties cannot agree on a Mediator, they hereby agree to accept a Mediator appointed by a recognized association such as the American Arbitration Association.



County of Santa Barbara: General Services  
**Capital Division**

- E. Qualifications of a Mediator:
1. Any Mediator selected must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
  2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
  3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the parties will confer and decide whether to select another Mediator.
- F. Vacancies
1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the parties agree otherwise.
- G. Representation
1. Any party may be represented by person(s) of their choice who must have full authority to negotiate.
  2. The names and addresses of such person(s) must be communicated in writing to all parties and to the Mediator.
- H. Time and Place of Mediation
1. The Mediator will set the time of each Mediation session.
  2. The Mediation will be held at a convenient location agreeable to the Mediator and the parties, as determined by the Mediator.
  3. All reasonable efforts will be made by the parties and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.
- I. Identification of Matters in Dispute
1. Unless a longer period of time is required by the Mediator, at least ten (10) Days before the first scheduled Mediation session, each party must provide the Mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the Mediator, or otherwise agreed by the parties, the parties may mutually exchange such memoranda.
  2. At the first session, the parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each party to supplement such information.
- J. Authority of Mediator
1. The Mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute.
  2. The Mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement.
  3. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the Mediator or the parties, as determined by the Mediator.
  4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further efforts at Mediation would not contribute to a resolution of the dispute between the parties.
- K. Privacy



County of Santa Barbara: General Services  
**Capital Division**

1. Mediation sessions are private.
2. The parties and their representatives may attend Mediation sessions.
3. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

**L. Confidentiality**

1. The Mediator will not divulge confidential information disclosed to a Mediator by the parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.
3. The Mediator must not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.
4. The parties must maintain the confidentiality of the Mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
  - a. Views expressed or suggestions made by the other party with respect to a possible settlement of the dispute;
  - b. Statements made by the other party in the course of the Mediation proceedings;
  - c. Proposals made or views expressed by the Mediator;
  - d. Whether the other party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

**M. No Stenographic Record**

1. There shall be no stenographic record of the Mediation.

**N. Termination of Mediation**

1. The Mediation shall be terminated:
  - a. By the execution of a Settlement Agreement by the parties;
  - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
  - c. By a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.

**O. Exclusion of Liability**

1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.

**P. Interpretation and Application of These Mediation Provisions**

1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.

**Q. Expenses**

1. The expenses of witnesses for each party must be paid by the party producing the witnesses.
2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, or the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned as the Mediator finds appropriate or as otherwise agreed to by the parties.

**12.05 Compensation for Participation in Mediation**

- A. Consultant is not entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and Owner arising out of this PSA.



County of Santa Barbara: General Services  
**Capital Division**

**PART 13 - MISCELLANEOUS PROVISIONS**

**13.01 Capitalization and Formatting**

- A. Terms capitalized in this PSA include those that are:
  - 1. Specifically defined; or
  - 2. Titles of Parts or paragraphs; or
  - 3. Titles of reports or Deliverables; or
  - 4. Titles of other documents.
- B. Unless otherwise indicated, highlighted, **bolded**, *italicized*, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.
- C. Text shown with Strike Through font is meant to, and does, exclude such text from the PSA. It is shown as such merely for the convenience of the Owner.
- D. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

**13.02 Force Majeure**

- A. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees, agents, or representatives.

**13.03 Waiver**

- A. In the event any provision of this PSA is held to be invalid and unenforceable, the remaining provisions will be valid and binding on the parties.
- B. One or more waivers by either party of any provision, term, condition or covenant will not be construed by the other party as a waiver of a subsequent breach.

**13.04 Timely Approvals**

- A. Whenever the approval of Owner or Consultant is required pursuant to this PSA, such approval must not be unreasonably withheld or delayed.

**13.05 Ownership & Use of Instruments of Service**

- A. Owner 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. Consultant shall not release any of such items to other parties except after prior written approval of Owner.
- B. Unless otherwise specified herein, Consultant hereby assigns to Owner 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 Consultant pursuant to this PSA (collectively referred to as "Copyrightable Work and Inventions"). Owner 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. Consultant 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. Consultant 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. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any



County of Santa Barbara: General Services  
**Capital Division**

Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay any damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this PSA.

- C. Consultant is not entitled to any fees for Owner's use of Instruments of Service unless Owner enters into an agreement with Consultant for Services in connection therewith.
- D. Copies of data exchanged by, through, and between Owner and Consultant that may be relied upon are limited to the printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished, are only for the mutual convenience of the parties. Any risk of translation or reliance on information obtained or derived from the computer-generated material will be at the user's sole risk, and no representations are made, either expressed or implied, as to the long-term performance of data thus transferred.

### **13.06 Reliance**

- A. Unless otherwise indicated, Consultant may rely on the accuracy and technical quality of documents provided by Owner or the Owner's consultants.

### **13.07 Taxes**

- A. Consultant shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this PSA and shall make any and all payroll deductions required by law. Owner shall not be responsible for paying any taxes on Consultant's behalf, and should Owner be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse Owner 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.

### **13.08 Conflicts of Interest**

- A. Consultant covenants that Consultant presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this PSA. Consultant further covenants that in the performance of this PSA, no person having any such interest shall be employed by Consultant. Consultant must promptly disclose to Owner, in writing, any potential conflict of interest. Owner retains the right to waive a conflict of interest disclosed by Consultant if Owner determines it to be immaterial, and such waiver is only effective if provided by Owner to Consultant in writing.

### **13.09 No Publicity or Endorsement**

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

### **13.10 Non-Discrimination**

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

### **13.11 Execution in Counterparts**



County of Santa Barbara: General Services  
**Capital Division**

- A. 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.

**13.12 Governing Law**

- A. This PSA 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.

**PART 14 - NOTICES**

- A. All notices will be deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as shown in Exhibit E, "Notices."

**PART 15 - LIMITS OF AGREEMENT**

- A. This PSA constitutes the entire and integrated agreement between Owner and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral, preceding this PSA.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant or as otherwise authorized herein.
- C. 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 PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner 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.

**PART 16 - EXHIBITS**

- A. The following listed Exhibits referred to herein are incorporated in this PSA as though set forth in full. In the event of conflict between 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.
  1. Exhibit A, "Consultant's Scope of Work & Hourly Rates"
  2. Exhibit B, "Consultant's Staff & Subconsultants"
  3. Exhibit C, "Consultant's Compensation"
  4. Exhibit D, "Indemnification And Insurance Requirements"
  5. Exhibit E, "Notices"





County of Santa Barbara: General Services  
Capital Division

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

County of Santa Barbara

By:   
BOB NELSON, CHAIR  
BOARD OF SUPERVISORS

ATTEST:  
MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

By:   
Deputy

CONSULTANT:  
Diversified Project Services International, Inc.  
705 Fiero Lane, Suite 10  
San Luis Obispo, CA 93401

DocuSigned by:  
By:   
Authorized Representative

Name: L Alberto Lopez  
Title: Director of Civil Engineering  
Address: 705 Fiero Lane, Suite 10  
City/State/Zip: San Luis Obispo, CA 93401

APPROVED AS TO FORM:  
RACHEL VAN MULLEM  
COUNTY COUNSEL

DocuSigned by:  
By:   
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:  
BETSY SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

DocuSigned by:  
By:   
Deputy

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

DocuSigned by:  
By:   
Risk Manager

RECOMMENDED FOR APPROVAL:  
JANETTE D. PELL, DIRECTOR  
GENERAL SERVICES DEPARTMENT

DocuSigned by:  
By:   
Department Head

END OF AGREEMENT

**EXHIBIT A**

**CONSULTANT'S SCOPE OF WORK HOURLY RATES**

The following scope of work and hourly rates, which include all overhead, administrative costs, and profit, will be used in arriving at fees for hourly-rate Services. Any rate increases approved by the OPM shall take effect on the yearly anniversary of the Board of Supervisors' approval of the PSA. Modifications to Consultant's Hourly Rate Schedule to include out-years beyond the rates identified in Exhibit A, and the addition of personnel not identified in Exhibit A, will be negotiated by the parties using as a benchmark the prevailing rates/increase for similar Consulting Services in the Central Coast area, and are subject to approval as an administrative modification to the PSA by the OPM.

CONSULTANT FIRM NAME: Diversified Project Services International, Inc. (DPSI)

SCOPE OF WORK: See attached DPSI response and proposal.

**END EXHIBIT**

March 26, 2021

County of Santa Barbara  
General Services Department  
1105 Santa Barbara St, 2nd Floor  
Santa Barbara, CA 93101

**Subject: RFQ for Engineering Design Services - Calle Real Campus Water System Improvements**

To whom it may concern:

Thank you for the opportunity to provide this Fee Proposal for our services. Attached you will find our fee breakdown showing estimated hours, hourly rates and other expected costs, as well as rate sheets including all employee classifications.

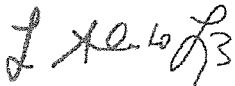
We understand that this work will be conducted under a Time & Materials Not-to-Exceed (NTE) contract. Our goal was to provide enough detail to allow you to understand our rate structures and general approach. We fully expect this to be adjusted during discussions and negotiations with the County of Santa Barbara.

**TOTAL TIME AND MATERIALS NOT TO EXCEED**

**\$188,480.00**

We will be able to be very flexible in making quick adjustments to staffing and support levels as the intensity and focus of the project work ebbs and flows. Any time the project requires or the County requests adjustments, you will find us to be very responsive. Thank you for your consideration of DPSI for this work.

Sincerely,



L. Alberto Lopez, RCE, QSD/P  
Director of Civil Engineering

Project: County of Santa Barbara Calle Real Campus RFP  
 Date: 3/26/2021



Item	2021 Rates									Total
	180	170	150	110	95	165	115	80		
	Alberto Lopez Chief Engineer	Doug Groshart Senior Engineer	Jesse Kallenberg Civil Engr. III	Natalie Peay Designer I	Ernesto Perez CAD Tech. II	Brian Wilson Sr. Project Mgr.	Ray Chavira NACE III Inspect.	Kaitlyn Pope Admin. Asst. II		
	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS		\$
<b>Civil Design Services</b>										<b>\$188,480</b>
<b>PHASE 1: EXISTING WATER MAIN SYSTEM IMPROVEMENTS</b>										<b>\$81,470</b>
<b>Phase 1.A - Project Initiation &amp; Concept Design</b>										<b>\$14,640</b>
Kickoff Meeting / Coordination Meetings / Minutes / Inspection / Site Research / Interviews	10	20	14			8	12	20		\$11,600
Schedule		8	8					6		\$3,040
QA/QC (Included in Design Phases below)										
<b>Phase 1.B - Schematic Design</b>										<b>\$7,360</b>
Schematic Design Documents (Plans and Outline Specifications)	2	12	8		16					\$5,120
Cost Estimate	2	4	8							\$2,240
<b>Phase 1.C - Complete Design and Construction Documents</b>										
<b>50% CD Deliverable</b>										<b>\$20,160</b>
Civil/Site Design		8	8	64	64					\$15,680
Specifications	4	8	16							\$4,480
<b>95% CD Deliverable</b>										<b>\$13,000</b>
Civil/Site Design		8	8	32	32					\$9,120
Specifications	4	4	8							\$2,600
Value Engineering		4	4							\$1,280
<b>Bid Set Deliverable</b>										<b>\$7,980</b>
Civil/Site Design		4	6		12					\$2,720
Specifications	4	4	8							\$2,600
Valve Exercise Procedure		8								\$1,360
Cost Estimate	2	2	4							\$1,300
<b>Phase 1.D - Construction Administration and Inspection Services</b>										<b>\$18,330</b>
RFI Response (Assume Three Total)			3	6						\$1,410
Submittal Review (Assume Seven) and Resubmittal Review (Assume Three)			20	40						\$9,400
Course of Construction Site Visits			16	32						\$7,520
<b>PHASE 2: NEW WATER MAIN LOOP DESIGN</b>										<b>\$107,010</b>
<b>Phase 2.A - Project Initiation &amp; Concept Design</b>										<b>\$14,640</b>
Kickoff Meeting / Coordination Meetings / Minutes / Inspection / Site Research / Interviews	10	20	14			8	12	20		\$11,600
Schedule		8	8					6		\$3,040
QA/QC (Included in Design Phases below)										
<b>Phase 2.B - Schematic Design</b>										<b>\$13,240</b>
Schematic Design Documents (Plans and Outline Specifications)	2	16	24		32					\$9,720
Cost Estimate	2	8	12							\$3,520
<b>Phase 2.C - Complete Design and Construction Documents</b>										
<b>50% CD Deliverable</b>										<b>\$31,880</b>
Civil/Site Design		24	24	72	72					\$22,440
Specifications	4	16	40							\$9,440
<b>95% CD Deliverable</b>										<b>\$17,200</b>
Civil/Site Design		12	12	40	40					\$12,040
Specifications	4	8	12							\$3,880
Value Engineering		4	4							\$1,280
<b>Bid Set Deliverable</b>										<b>\$11,720</b>
Civil/Site Design		8	8		32					\$5,600
Specifications	4	4	8							\$2,600
Cost Estimate	2	8	12							\$3,520
<b>Phase 2.D - Construction Administration and Inspection Services</b>										<b>\$18,330</b>
RFI Response (Assume Three Total)			3	6						\$1,410
Submittal Review (Assume Seven) and Resubmittal Review (Assume Three)			20	40						\$9,400
Course of Construction Site Visits			16	32						\$7,520
<b>Total</b>	<b>56</b>	<b>308</b>	<b>434</b>	<b>208</b>	<b>300</b>	<b>16</b>	<b>24</b>	<b>52</b>		<b>\$188,480</b>

**Engineering & Construction Management**

<b>Classification</b>	<b>Rate/Hour</b>
Chief Engineer.....	180.00
Senior Engineer.....	170.00
Engineer III.....	150.00
Engineer II.....	135.00
Engineer I.....	120.00
Associate Engineer.....	110.00
Senior Project Manager.....	165.00
Project Manager III.....	155.00
Project Manager II.....	145.00
Project Manager I.....	135.00
Construction Rep III.....	125.00
Construction Rep II.....	115.00
Construction Rep I.....	105.00
Designer III.....	130.00
Designer II.....	115.00
Designer I.....	110.00
SWPPP Inspector.....	110.00
Project Coordinator.....	110.00
Permit Coordinator.....	110.00
CAD Technician III.....	110.00
CAD Technician II.....	95.00
CAD Technician I.....	90.00
Project Controls III.....	115.00
Project Controls II.....	110.00
Project Controls I.....	105.00
Safety Specialist.....	110.00
Safety Coordinator.....	95.00
Engineering Assistant.....	90.00
Administrative Assistant III.....	85.00
Administrative Assistant II.....	80.00
Administrative Assistant I.....	75.00
Clerical Assistant.....	60.00

**Engineering & Construction Management (con't)**

<b>Classification</b>	<b>Rate/Hour</b>
Expert Testimony .....	400.00
Expert Consultation.....	250.00

All crew rates are portal to portal and include vehicle and equipment. Offshore work will be billed at a premium rate of an additional \$10/hour to cover higher insurance costs. A premium multiplier of 1.5 for employees working over 8 hours per day and/or weekends, and 2.0 for employees working over 12 hours per day or over 8 on Sunday will be applied following California general overtime provisions.

**Reimbursable Expenses**

Plots .....	\$10.00 per sheet
Photocopies .....	\$0.20 per page
Color Copies (8 ½ x 11) .....	\$1.50 per page
Color Copies (11 x 17).....	\$3.00 per page
Other Reproduction .....	Cost + 15%
Shipping (UPS, Fed Ex, etc.).....	Cost + 15%
Travel by Automobile .....	IRS standard mileage rate + 10%
Travel - Other Than Automobile.....	Cost + 15%
Per Diem.....	Cost + 15%
Permit Fees .....	Cost + 15%
Sub consultant Fees .....	Cost + 10%



**Land Surveying Services**

<b>Classification</b>	<b>Rate/Hour</b>
3D Laser Scanning Crew (Two-Man) .....	312.00
3D Laser Scanning Crew (One-Man) .....	264.00
3D Modeling .....	115.00
GPS Geomatic Crew (Two-Man) .....	220.00
GPS Geomatic Crew (One-Man) .....	175.00
Robotic Geomatic Crew (Two-Man) .....	190.00
Robotic Geomatic Crew (One-Man) .....	135.00
FAA Part 107 Drone Crew (Two-Man) .....	190.00
FAA Part 107 Drone Crew (One-Man) .....	135.00
Senior Project Manager .....	165.00
Project Manager III .....	155.00
Project Manager II .....	145.00
Project Manager I .....	135.00
Senior Land Surveyor .....	165.00
Land Surveyor III .....	135.00
Land Surveyor II .....	130.00
Land Surveyor I .....	120.00
Permit Coordinator .....	110.00
Project Coordinator .....	110.00
Safety Specialist .....	110.00
Safety Coordinator .....	95.00
CAD Technician III .....	110.00
CAD Technician II .....	95.00
CAD Technician I .....	90.00
Survey Technician V .....	115.00
Survey Technician IV .....	110.00
Survey Technician III .....	95.00
Survey Technician II .....	85.00
Survey Technician I .....	75.00
Engineering Assistant .....	90.00



**Land Surveying Services (con't)**

<b>Classification</b>	<b>Rate/Hour</b>
Administrative Assistant III .....	85.00
Administrative Assistant II .....	80.00
Administrative Assistant I .....	75.00
Clerical Assistant .....	60.00
Expert Testimony .....	400.00
Expert Consultation .....	250.00

All crew rates are portal to portal and include vehicle and equipment. Offshore work will be billed at a premium rate of an additional \$10/hour to cover higher insurance costs. A premium multiplier of 1.5 for employees working over 8 hours per day and/or weekends, and 2.0 for employees working over 12 hours per day or over 8 on Sunday will be applied following California general overtime provisions.

**Reimbursable Expenses**

Plots .....	\$10.00 per sheet
Photocopies .....	\$0.20 per page
Color Copies (8 ½ x 11).....	\$1.50 per page
Color Copies (11 x 17).....	\$3.00 per page
Other Reproduction .....	Cost + 15%
Shipping (UPS, Fed Ex, etc.).....	Cost + 15%
Travel by Automobile .....	IRS standard mileage rate + 10%
Travel - Other Than Automobile .....	Cost + 15%
Per Diem .....	Cost + 15%
Permit Fees .....	Cost + 15%
Sub consultant Fees.....	Cost + 10%
Survey Consumables .....	Cost + 15%





**Inspection Services**

<b>Classification</b>	<b>Rate/Hour</b>
Creaform Technician .....	190.00
Phased Array Technician.....	190.00
Remote Operated Vehicle (ROV) Technician.....	190.00
PMI Technician .....	180.00
MFE Technician .....	180.00
FAA Part 107 Drone Crew (Two-Man).....	190.00
FAA Part 107 Drone Crew (One-Man) .....	135.00
Remote Video Inspection (RVI).....	190.00
Infrared Imaging Technician .....	135.00
Ground Penetrating Radar Technician.....	135.00
Senior Project Manager .....	165.00
Project Manager III.....	155.00
Project Manager II.....	145.00
Project Manager I .....	135.00
Project Coordinator .....	110.00
Safety Specialist .....	110.00
Safety Coordinator.....	95.00
Certified API Inspector (Senior).....	115.00
Certified API Inspector.....	105.00
Certified Inspector .....	100.00
Protective Coatings Specialist (PCS) .....	120.00
NACE/QP5 Certified Inspector Level III.....	115.00
NACE/QP5 Certified Inspector Level II .....	100.00
NACE/QP5 Certified Inspector Level I.....	90.00
NDE Level III / NDE Consultant .....	155.00
NDE Technician Level II .....	80.00
NDE Technician Level I.....	70.00
NDE Technician Assistant.....	55.00
CAD Technician III.....	110.00
CAD Technician II .....	95.00
CAD Technician I .....	90.00



**Inspection Services (con't)**

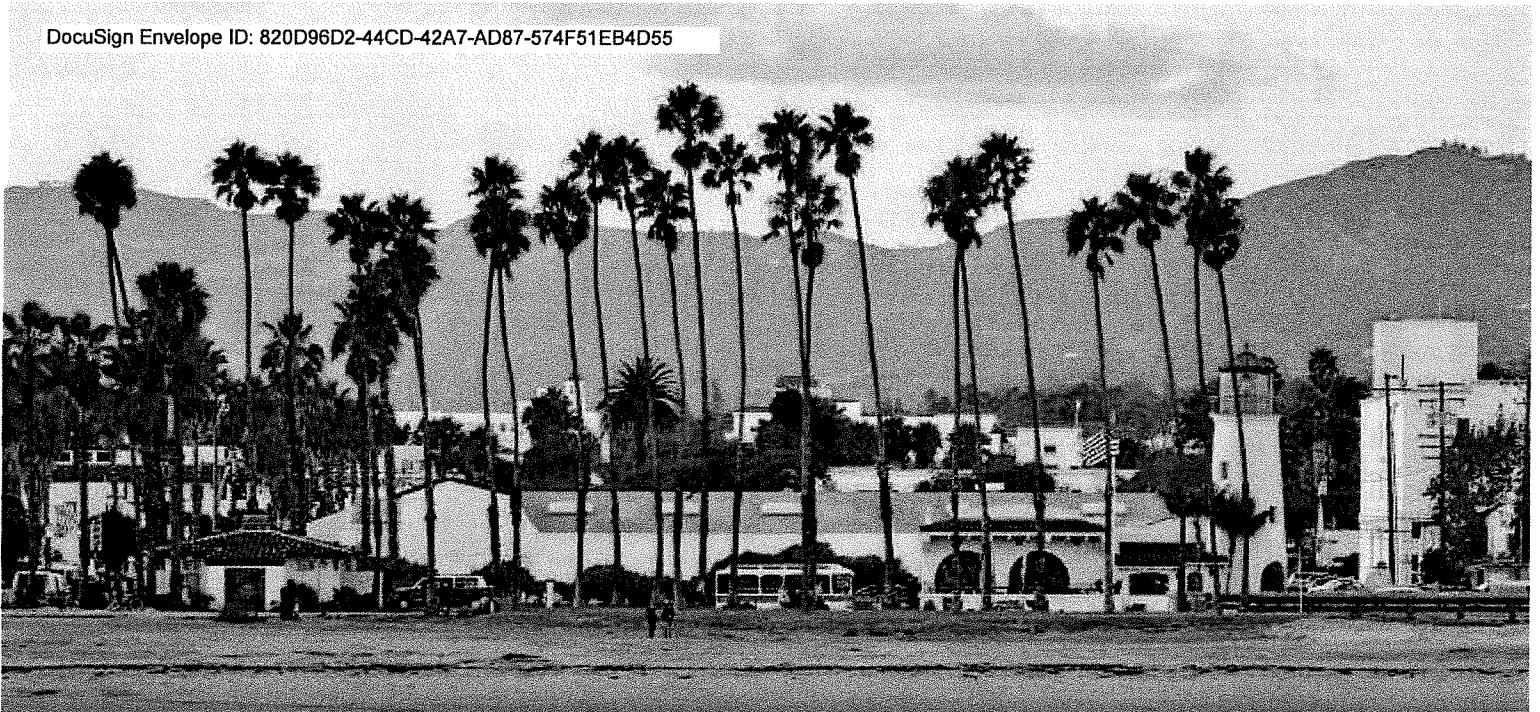
<b>Classification</b>	<b>Rate/Hour</b>
Engineering Assistant.....	90.00
Administrative Assistant III.....	85.00
Administrative Assistant II.....	80.00
Administrative Assistant I.....	75.00
Clerical Assistant.....	60.00

<b>Classification</b>	<b>Rate/Day</b>
Guided Wave Crew (Two-Man).....	3,500.00

All crew rates are portal to portal and include vehicle and equipment. Offshore work will be billed at a premium rate of an additional \$10/hour to cover higher insurance costs. A premium multiplier of 1.5 for employees working over 8 hours per day and/or weekends, and 2.0 for employees working over 12 hours per day or over 8 on Sunday will be applied following California general overtime provisions.

**Reimbursable Expenses**

Plots .....	\$10.00 per sheet
Photocopies .....	\$0.20 per page
Color Copies (8 ½ x 11) .....	\$1.50 per page
Color Copies (11 x 17) .....	\$3.00 per page
Other Reproduction .....	Cost + 15%
Shipping (UPS, Fed Ex, etc.).....	Cost + 15%
Travel by Automobile.....	IRS standard mileage rate + 10%
Travel - Other Than Automobile .....	Cost + 15%
Per Diem .....	GSA Rate
Permit Fees .....	Cost + 15%
Sub consultant Fees .....	Cost + 10%
Consumables.....	Cost + 15%
MT/PT Consumables.....	\$35 per can
High Temp UT Couplant.....	\$75 per tube
Coating Consumables.....	\$50 each



**SAN LUIS OBISPO  
BAKERSFIELD  
LONG BEACH**

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

*Proposal to Provide Engineering Services to the County of Santa Barbara for the Calle  
Real Campus Water Systems Improvement Project #19012*



March 26, 2021

County of Santa Barbara  
General Services Department  
1105 Santa Barbara St, 2nd Floor  
Santa Barbara, CA 93101

**Subject: RFQ for Engineering Design Services - Calle Real Campus Water System Improvements Project**

To whom it may concern:

Thank you for the opportunity to submit our qualifications to provide Civil Design Services for your project. DPSI is an S corporation that has been in business since 2007. Our talented staff includes multiple licensed Civil and Mechanical Engineers, Certified Inspectors, Land Surveyors, and Construction Managers. We have over 70 full-time professionals in three offices: San Luis Obispo, Bakersfield, and Long Beach. The key personnel appointed to this contract will be based out of our San Luis Obispo office at:

Diversified Project Services International, Inc.  
705 Fiero Lane, Suite 10  
San Luis Obispo, CA

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

DPSI is composed of multiple departments: Civil Engineering, Mechanical Engineering, Mechanical Integrity, Surveying, Safety, and Administrative. The Civil Engineering Department is based out of the San Luis Obispo office, and includes four licensed Civil Engineers, one licensed Mechanical Engineer, one Engineer-in-Training, five designers and drafters, and three experienced administrative professionals. The San Luis Obispo office also houses a Survey Department including two Professional Land Surveyors and a team of skilled party chiefs and chainmen. The Bakersfield office houses the Mechanical Integrity, Mechanical Engineering, and part of the Surveying Departments. Employees out of all offices are available to support this project as needed.

DPSI has maintained an average number of 80 employees across the past 5 years. The Civil Engineering Department has been under the same management for over 8 years, with over half of the Department's employees having worked at DPSI for over 5 years.

L. Alberto Lopez will serve as the Principal-in-Charge for this project. He is authorized by DPSI to engage in contract negotiations and execute this contract. Mr. Lopez's contact information is as follows:

L. Alberto Lopez, RCE, QSD/P  
Director of Civil Engineering  
705 Fiero Lane, Suite 10  
San Luis Obispo, CA 93401  
(805) 250-2891  
alopez@dpsiinc.com

Utilizing the entirety of our diverse staff, we will deliver professional engineering services for this project, starting with pre-design through project closeout. Enclosed is additional information about DPSI and the services we provide, select resumes and relevant project experience. Additionally, you will find project-specific scope, budget and design approach, as requested in your RFP. You will find the individuals on the DPSI team have worked

on numerous projects of similar scope. Their experience includes projects for water and sewer replacement and repair projects within Santa Barbara and San Luis Obispo Counties for various public agencies and private clients.

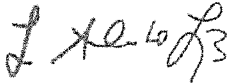
The individuals we propose to work on your project have extensive knowledge and experience with engineering services for various public agencies throughout the state of California. Based on our dedication to integrity and safety, our history of reliability and commitment to satisfying our clients' needs, we believe that our firm is uniquely qualified to provide engineering services for the County of Santa Barbara.

The signing and submission of this proposal indicates the intention of DPSI to adhere to the provisions described in the County's RFQ and a commitment to enter into a binding contract.

DPSI understands that there were no addenda issued for this RFQ.

Sincerely,

Diversified Project Services International, Inc.



L. Alberto Lopez, RCE, QSD/P Lic. #67602  
Director of Civil Engineering

# STAFF QUALIFICATIONS

**L. Alberto Lopez, RCE, QSD/P**  
**Principal-in-Charge**  
**DPSI, Inc.**

Mr. Lopez has over 15 years of experience managing projects, design teams, and providing quality design work. He has many years of experience in quality control services for public agencies, and routinely manages a staff of 10-20 people through various projects. Mr. Lopez is authorized to enter contract negotiations on behalf of DPSI, and will serve as Principal-in-Charge for this project. He has been with DPSI for 8 years

**Storm Drain Repair Project, Pismo Beach, California**

Diversified Project Services International, Inc. has been awarded the storm drain infrastructure repairs on Encanto Avenue (outfall repair), Reef Court (inlet and piping construction), and Windward Avenue (inlet and piping construction) in the City of Pismo Beach. DPSI has provided the topographic survey, and is currently in the process of completing the construction documents and specification. We will assist the City with the bid process, and will serve as Construction Managers in the spring of 2021. Mr. Lopez is serving as the Project Manager, and he provides the quality control for the project.

**Lucia Mar Unified School District, Arroyo Grande, California**

DPSI currently serves as the Project Managers, Project Coordinators, and District Representative on various project throughout the school district. As Principal-in-Charge, Mr. Lopez corresponds directly with various agencies on behalf of LMUSD, such as the South County Sanitation District, City of Grover Beach, and Nipomo Community Services District. Mr. Lopez has also overseen completion of drainage and flood reviews, and the acquisition of fire flow from various cities. Mr. Lopez completed the overall district scheduling that covers 18 school sites for the Phase A bond projects.

**Safe Routes to School Sidewalk Infill Project, Grover Beach, California**

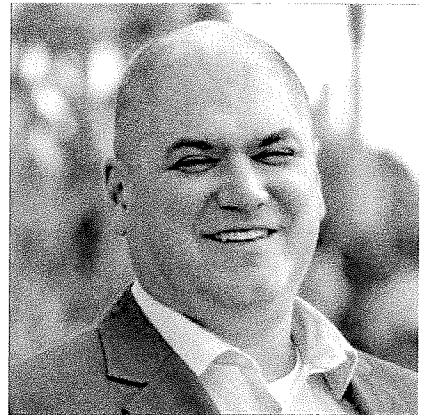
DPSI was awarded a contract to provide engineering services to the City of Grover Beach for their Safe Routes to School Sidewalk Infill Project, which will improve and increase pedestrian and bike safety near Grover Beach Elementary School. Mr. Lopez was the Principal-in-Charge and QA/QC manager for the engineering services, which included design, plans, and specifications for the construction of ADA compliant curb ramps and sidewalks, curb and gutter, and driveway approaches surrounding the school.

**Dana Elementary School Sewer Improvements, Nipomo, California**

DPSI has designed the new sewer system for Dana Elementary School. The school is currently served by 3 onsite septic systems. DPSI found a viable connection to the Nipomo Community Services District (NCSD) sewer system. Mr. Lopez was responsible for the design of the septic abandonment, new sewer alignment and design, jack and bore under Tefft Street, a pedestrian easement, and into the neighboring development. Mr. Lopez represented LMUSD during the annexation into NCSD, San Luis Obispo County permitting with Public Works and Building Department, and the approval process with NCSD.

**LMUSD New Classrooms, Various Locations, California**

Mr. Lopez served as the Construction Manager and District Representative for the grading, utility installation, and site improvements at three Lucia Mar Schools. Services included coordinating the contractors and site architect. Providing daily logs, verifying budgets, RFIs, and change orders. Additionally, non-DSA inspections were provided by Mr. Lopez to verify compliance of the overall projects. All of the projects were constructed to ADA standards.



**Education**

Bachelor of Science  
Civil Engineering  
California Polytechnic State Univ.  
San Luis Obispo, CA

**Professional Registration**

Registered Civil Engineer No.  
67602, State of California

**Professional Certifications**

NCEES Record No. 36681  
Qualified SWPPP Plan Developer/  
Practitioner No. 00745  
Qualified Industrial SWPPP Practitioner

**Doug Groshart, PE**  
**Project Manager**  
**DPSI, Inc.**

Mr. Groshart has over 25 years of experience in engineering and construction management, with an emphasis in the area of public agencies. His experience includes project management, engineering design, cost estimating and cost control, environmental compliance and permitting, agency coordination, scheduling, construction, auditing and project documentation. For municipal projects he provides design and engineering, reviews all project deliverables, prepares technical reports, and coordinates with clients and agencies. Mr. Groshart will serve as the Project Manager, overseeing day-to-day operations of the design and construction. He has been with DPSI for 8 years.

**Consulting and Engineering Services, Oceano, California**

Mr. Groshart is the District Engineer and Project Manager responsible for the Oceano Community Services District (OCSD). Mr. Groshart provides consulting and engineering services to OCSD on an on-going and as-needed basis. Services include management of OCSD's water and wastewater systems and equipment, design of and assistance in the management of capital improvement projects, upgrades/repairs to the sewer collection and water distribution systems, plan checks for proposed developments and other general engineering services. The project involves the management of engineering and compliance-related projects from initial planning, budgeting, scoping, permitting, funding, design, procurement, and construction management. Duties also include communication with various government agencies on behalf of OCSD as needed. In his work as District Engineer, Mr. Groshart has managed and designed several similarly-sized sewer and water projects.

**Transfer Station Storm Drain Filtration, Goleta, California**

Mr. Groshart was the Project Engineer for the new stormwater filtration and detention system at the Goleta Transfer station. The project included designing a filtration system to remove pollutants prior to discharge as well as designing the onsite/underground storage tanks. Additionally, Mr. Groshart designed the pump system that would empty the storage tanks into the public sewer system at rates specified by the treatment plant, to be done only during the nighttime off peak hours. Mr. Groshart managed a multi-discipline team on the successful design, assisted the County in completing the bid package and the public bidding process, and managed the construction of the project from an Owner's Representative standpoint.

**On-Call Engineering Services, Pismo Beach, California**

Mr. Groshart provided inspection services for Tract 2427 for the City of Pismo Beach's Department of Public Works. Mr. Groshart performed onsite coordination, review and documentation for all phases of construction requiring review by the public works department to ensure project conformance with municipal codes, subdivision map acts, city engineering standards and specifications. He was also responsible for helping prepare project comments and recommendations for conditions of approval.

**Dana Elementary School Sewer Design and Construction, Nipomo, California**

Mr. Groshart provided LMUSD with engineering design and construction management services during the replacement of their onsite septic system and the installation of a new gravity sewer system. He managed the team that designed and permitted the sewer infrastructure for Dana Elementary School that would connect the onsite sewer to the offsite Nipomo Community Services District (NCSD) sewer main. During the sewer installation, Mr. Groshart conducted onsite and offsite construction inspections over an eight week period, which included the inspection of the pipeline grade and slope, the jack-and-bore installation of a portion of the line under a main road, and manhole construction.



**Education**

Bachelor of Science  
Mechanical Engineering  
California Polytechnic State Univ.  
San Luis Obispo, CA

**Professional Registration**

Licensed Mechanical Engineer No.  
33279, State of California

**Professional Certifications**

OSHA 30-Hour Construction

**Jesse Kaltenberg, PE, QSD/P**  
**Project Engineer**  
**DPSI, Inc.**

Mr. Kaltenberg has over 10 years of experience working on a variety of projects ranging from multi-million dollar freeway widenings to commercial and industrial site design. He has wide-ranging experience with many aspects of civil engineering design, including plan and profile, grading, drainage, and utility relocations. His duties include the preparation of plans and specifications on projects for street design, grading, drainage, traffic striping and signals, sewer, water, and hydraulic studies. Mr. Kaltenberg will serve as the lead engineer on this project. He has been with DPSI for 3 years.

**Storm Drain Repair Project, Pismo Beach, California**

Diversified Project Services International, Inc. has been awarded the storm drain infrastructure repairs on Encanto Avenue (outfall repair), Reef Court (inlet and piping construction), and Windward Avenue (inlet and piping construction) in the City of Pismo Beach. DPSI has provided the topographic survey, and is currently in the process of completing the construction documents and specification. We will assist the City with the bid process, and will serve as Construction Managers in the spring of 2021. Mr. Kaltenberg serves as the civil engineer and provides the design, specifications, and engineer's estimate for this project.

**Sensorio/Entrada de Paso Robles, Paso Robles, California**

Vaquero Energy, Inc. is developing an extensive 400-acre destination park and resort off of State Highway 46 East in Paso Robles. A hotel complex, conference center, café and wine center, executive golf training facility, innovative gardens and light display are proposed for development. DPSI is responsible for providing all survey and civil engineering work for the project, including topographic and boundary surveys, grading and drainage plans, on-site improvement plans, sewer and water plans (including a reclaimed water system), and a sewer lift station. DPSI is also providing SWPPP inspection services. Mr. Kaltenberg is responsible for the design and all plan sets for this project.

**Foothill Landfill Grading, Santa Barbara, California**

The Foothill project involved the reclamation and reuse of over 20,000 cubic yards of soil, collected from the recent mudslides in Santa Barbara, California. The project required using stockpiled soil to grade a usable pad over the former Foothill landfill site. Mr. Kaltenberg was responsible for the grading design, with special consideration given to using the entire volume of soil, while ensuring the site drained to the existing storm drain system.

**Fairgrove Elementary School, Grover Beach, California**

DPSI is assisting 19six Architects with civil improvement plans for a new classroom building and two temporary classrooms at Fairgrove Elementary School. The scope includes topographic surveying, a demolition plan, grading and erosion control plan, utility plan, facilitation of agency review, and bidding and construction administration. Mr. Kaltenberg is the Project Manager and oversees the completion of all civil plans for this project.

**Crenshaw Boulevard Pavement Rehabilitation, Torrance, California**

This project rehabilitated approximately 2,500 feet of pavement from 182nd to 190th Street, along a 6-lane stretch of Crenshaw Boulevard in Torrance, California. Improvements included sections of full pavement replacement and grind and overlay. Additionally, curb and gutter were replaced where ponding was an issue. Mr. Kaltenberg was responsible for the design of project plans and estimates.



**Education**  
Bachelor of Science  
Civil Engineering  
University of Arizona  
Tucson, AZ

**Professional Registration**  
Licensed Civil Engineer, No. 80031



**Brian Wilson**  
**Mechanical Integrity Division Manager**  
**DPSI, Inc.**

Mr. Wilson has been the Mechanical Integrity Division Manager at DPSI for nine years. He has 30 years of varied experience in non-destructive examination (NDE), corrosion control, and inspection of industrial pressure equipment primarily in the water and petrochemical industries. He will oversee all testing and inspections for Phases 1 & 2 of this project. Mr. Wilson has been with DPSI for 8 years.

**Department of Water Resources, State of California**

Mr. Wilson in the contract manager for DPSI on the state wide DWR contract totaling \$6 million dollars for "Inspection, Testing, Maintenance, and Repair Services for Embedded Piping in Hydroelectric and other related Facilities". Mr. Wilson manages all DPSI and sub-contractors' staff including cost tracking, project scoping, and scheduling. Project coverage encompasses locations from Oroville Dam south to Lake Perris.

**Midstream Energy, Tupman, California**

Mr. Wilson is the Senior Project Manager for the asset integrity program at the production facility in Tupman. Mr. Wislon oversees all ongoing API and NDE inspections for all pressure vessels, piping, and tanks, as well as all engineering calculations for renewal, next inspection, and Tmin calculations. This has been a long term ongoing project and includes full detailed reports with engineering calculations, IDMS data entry, and issues repair recommendations.

**Procter & Gamble, Sacramento, California**

Mr. Wilson is the Senior Project Manager for the Mechanical Integrity facility vessels and refractory field inspection program. This included all fired and unfired pressure vessels during R&M as well as turnaround outages to include UT, API 510/570/653/936 visual, UT thickness, and refractory inspections. This is a long term ongoing project and includes full detailed reports with engineering calculations, IDMS data entry, and issues repair recommendations.

**Raymond Chavira**  
**Certified Inspector**  
**DPSI, Inc.**

Mr. Chavira has over 20 years of experience in the construction industry with special expertise in protective coatings. He is a Project Manager and the Technical Quality Manager (TQM) for DPSI's SSPC QP-5 program, and has over 9 years of experience as a Level III NACE-Certified Coating Inspector. He has previously served as the onsite project manager overseeing coating application for various military bases in California. Mr. Chavira has been with DPSI for 8 years.

**Naval Air Station Lemoore, California**

Mr. Chavira is the NACE Level III/SSPC QP5 Level III Coating Inspector responsible for all coating applications Quality Assurance/Quality Control (QA/QC). He serves as Site Overview on twenty nine (29) Bldg. 270 hangar doors.

**Fort Hunter Liggett, California**

Mr. Chavira is the NACE Level III/SSPC QP5 Level III Coating Inspector responsible for all coating applications Quality Assurance/Quality Control (QA/QC). He served as Site Overview on abrasive blasting and exterior coating application on pipe spools at a local abrasive and blasting coating shop and onsite at Fort Hunter Liggett Bldg. 311.



**Education**  
Bachelor of Science  
Management  
University of Phoenix  
Bakersfield, CA

**Professional Certifications**  
API 510, API 570, API 653, API  
936, Certified Weld Inspector,  
ASNT ACCP Level II VT, NACE  
Coating Inspector Level I

**Professional Certifications**  
NACE Certified Coating Inspector  
– Level III (#27349)  
NAVFAC/USACE Construction  
Quality Management for  
Contractors (CQM)  
OSHA 10 Hour Maritime  
OSHA 30 Hour Construction  
USACE – Quality Control Manager  
for Contractors  
SSPC QP5 Technical Quality  
Manager  
SSPC QP5 Level III Coating  
Inspector  
SSPC Quality Control Supervisor  
ASQ Quality Control Auditor  
ASM International Thermal Spray  
for Oil and Gas industries

**Natalie Long, EIT**  
**Designer**  
**DPSI, Inc.**

Ms. Long is an Engineer-in-Training specializing in hydrology, hydraulics, SWPPP development, and SWPPP inspections. She has is experienced at Erosion Control Plan development, annual reports, and project administration and document control for DPSI's Civil Engineering Department. Ms. Long has been with DPSI for 2 years.

- Solar Ground Mount SWPPP Inspections – SLO County Operations Center
- La Entrada de Paso Robles Drainage Design – Paso Robles, California
- Oak Knoll Creek Research and SWPPP Services – Templeton, California

**Education**  
 Bachelor of Science  
 Biosystems Engineering  
 University of Tennessee  
 Knoxville, TN

**Professional Registration**  
 EIT Certification #167072

**Jenna Wagner**  
**Designer**  
**DPSI, Inc.**

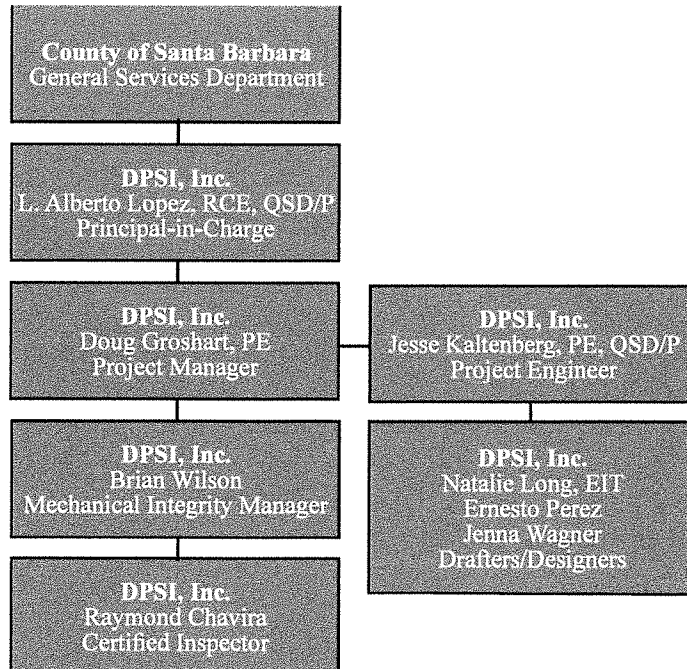
Ms. Wagner is a Designer focusing primarily on public works and school projects. Her duties typically include designing and drafting plan sets, coordinating between multiple agencies, document control, bid package preparation, cost tracking, SWPPP inspections and documentation, and assisting with permitting. Ms. Wagner has been with DPSI for 7 years.

- Dana School Sewer Improvements – Nipomo, California
- Nipomo High School New Classrooms – Nipomo, California
- Grover Beach Elementary School Classrooms – Grover Beach, California

**Ernesto Perez**  
**CAD Technician**  
**DPSI, Inc.**

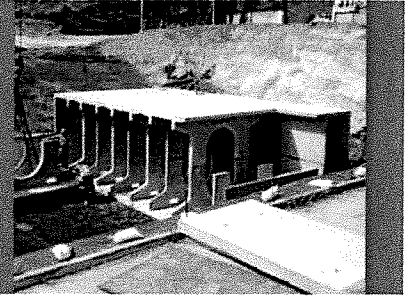
Mr. Perez is a CAD Technician who works on public and private projects for a variety of industries. His duties primarily include drafting plan sets and handling document control. Mr. Perez has worked at DPSI for 3 years.

- Jack Ready Imagination Park – Nipomo, California
- Storm Drain Repair Project – Pismo Beach, California
- La Entada de Paso Robles – Paso Robles, California



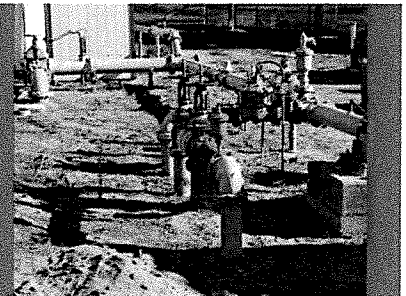
# FIRM EXPERIENCE

**South Coast Recycling and Transfer Station, Santa Barbara, California**  
County of Santa Barbara  
Todd Curtis, 805-882-3600  
Contract Value: \$221,448.67  
Project Timeline: November 2017 - May 2020



DPSI provided Engineering and Construction Management services for the County of Santa Barbara at the South Coast Recycling and Transfer Station. DPSI designed the treatment system including the pumps, piping, electrical plans and control systems. DPSI also developed the control philosophy that describes how the system operates. Additionally, DPSI provided construction management services for the installation of the system. The services included preparing bid packages for bid solicitation, communication with contractors and the County during bid phase, monitoring schedule of contract work, onsite construction inspection/management, materials inspections and submittal review.

**On-Call Engineering Services, Oceano, California**  
Oceano Community Services District (OCS D)  
Will Clemens, 805-481-6730  
Contract Value: \$75,426.25 (Ongoing)  
Project Timeline: 2012 - present



DPSI is currently the District Engineer for OCS D. DPSI provides surveying and engineering services to OCS D on an ongoing and as-needed basis. Services include design and construction management for projects related to OCS D's water and wastewater systems and equipment, design and assistance in capital improvement projects. DPSI is also providing plan check services for improvement projects and proposed developments. Specifically, we provided Construction Management services to OCS D for their CDBG and DRI-funded system-wide sewer collection system project. Our role within the project also included coordination with the County of San Luis Obispo's staff in order to maintain compliance with the requirements for quality control, payment, record-keeping, etc. We have also recently assisted OCS D with water/sewer relocation/replacement as part of SLO County's Oceano Drainage project (including coordination with Caltrans, UPRR, and SLO County).

**California Aqueduct Undercrossing Assessment, California**  
California Department of Water Resources (DWR)  
Christopher Buller, 916-653-6735  
Contract Value: \$8,450,000.00  
Project Timeline: March 2018 - present



DPSI currently provides the Department of Water Resources (DWR) assistance to perform cleaning and Remote Video Inspection (RVI) services. In addition, DPSI will perform any necessary modifications and tests, and will repair 19 piping crossing locations along the Governor Edmund G. Brown California Aqueduct between the San Luis Reservoir and Coalinga. It is the principal water-conveyance structure of the California State Water Project and is the world's largest water-conveyance system. The system runs over 440 miles and is comprised of more than 20 pumping stations, 130 hydroelectric plants, and more than 100 dams and flow control structures. The Mechanical Integrity Department is managing the onsite construction and internal RVI.

# FIRM EXPERIENCE

**Storm Drain Repair Project, Pismo Beach, California**  
City of Pismo Beach  
Benjamin Fine, 805-773-4657  
Contract Value: \$147,000.00  
Project Timeline: September 2020 - present



DPSI has been awarded a contract for the City of Pismo Beach's Storm Drain Repair Project encompassing Encanto Avenue, Reef Court, and Windward Avenue. The repairs on the storm drains include outfall repair and inlet and piping construction. DPSI's Civil Engineering Department is currently in the process of designing new storm drain infrastructure and repairs at all three sites. Once design and bid preparation are complete, DPSI will assist with construction management, and inspection services.

**Road Yard Monument Perpetuation, Santa Barbara County, California**  
County of Santa Barbara Road Yard  
Richard Navarro, 805-737-7847  
Contract Value: \$85,000.00  
Project Timeline: July 2018 - August 2020



DPSI was awarded an on-call contract with the County of Santa Barbara Road Yard for monument perpetuation services. DPSI assisted the County by locating and perpetuating monumens for both pre-construction and post-construction for numerous roads throughout northern Santa Barbara County. DPSI also performed copious amounts of office calculations and research associated with the monumentation surveys. This is just one example of the many monument perpetuation projects DPSI has performed for the County of Santa Barbara.

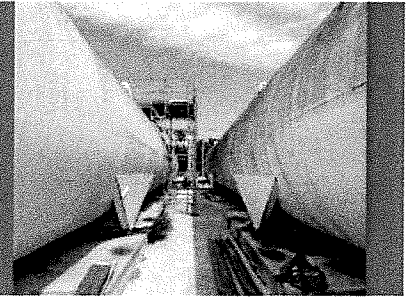
**Front Street Sewer Lift Station, Grover Beach, California**  
City of Grover Beach  
Gabriel Munoz-Morris, 805-473-4536  
Contract Value: \$49,315.00  
Project Timeline: February 2021 - present



DPSI recently won a qualifications-based RFP from the City of Grover Beach to assist with upgrading a lift station on Front Street. DPSI's scope includes inspection, upgrade option recommendations, design plan and specification preparation, engineer's estimate, and RFI review. The Civil Engineering Department is partnering with the Mechanical Integrity Department to provide Remote Video Inspection (RVI) services with the use of a drone for the initial inspection of the lift station. For the next phase of work, DPSI will use the results of the inspection to make recommendations to the City for their planned upgrade.

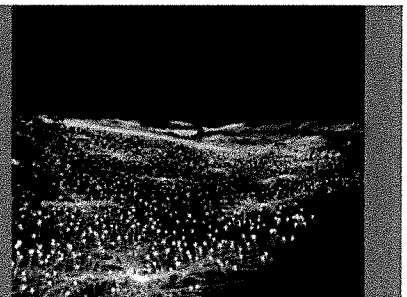
# FIRM EXPERIENCE

**Cryogenic Pressure Vessel Assessment, Orange County, California**  
**Orange County Sanitation District**  
**Christie Shiang, 714-962-2411**  
**Contract Value: \$82,390.00**  
**Project Timeline: August 2018 - present**



DPSI was contracted to perform an assessment on one of their Cryogenic Pressure Vessels that failed while in service. Scope of work was to inspect the exterior shell for thermal cracking and design a repair plan for review and approval from OCSD Engineering. Final repair scope included replacing the manway gasket, weld repairs to the outer shell, replacement of the 24" manway, NDE of repairs including pneumatic helium testing. As part of this project OCSD asked DPSI to perform a seismic review of the vessel as well as a recoat of the shell exterior epoxy coating system.

**Entrada de Paso Robles, Paso Robles, California**  
**Vaquero Energy, Inc.**  
**Steve Deferville, 805-689-3899**  
**Contract Value: \$1,101,765.45**  
**Project Timeline: November 2018 - present**



DPSI is contracted with Vaquero Energy, Inc. to provide survey, civil engineering, and SWPPP inspections for an elaborate 400 acre attraction and resort off of State Highway 46 East in Paso Robles. A hotel complex, conference center, cafe and wine center, executive golf training facility, innovative gardens, and light display are proposed for development. DPSI is responsible for providing all survey and civil engineering work for the project. This will include topographic and boundary surveys, public improvement plans, grading and drainage plans, on-site improvement plans, sewer and water plans (including a reclaimed water system), and a sewer lift station. DPSI is designing all of the pathways and walkways per ADA standards, the roadway alignment and approaches to Dry Creek Bridge, and redesigning the slope and adding drainage to the Caltrans Right of Way.

**On-Call Project Coordination Services, Various Locations, California**  
**Lucia Mar Unified School District (LMUSD)**  
**Andy Stenson, 805-474-3000**  
**Contract Value: \$245,280.00**  
**Project Timeline: 2016 - present**



DPSI is providing project coordination, project management and construction supervision on various school sites in the LMUSD. This includes: district representative, project management, architectural and engineering coordination plan check, project prioritization, document control, construction superintendent services, weekly update meetings with LMUSD staff and providing daily reports to the District on the project's statuses. DPSI has overseen the grading and infrastructure improvements at various schools. DPSI also trained LMUSD employees' civil project management, and assist with vertical construction management as needed.

# FIRM EXPERIENCE

**Fairgrove Elementary School Sewer, Grover Beach, California**  
**Lucia Mar Unified School District (LMUSD)**  
**Andy Stenson, 805-474-3000**  
**Contract Value: \$15,480.00**  
**Project Timeline: February 2017 - February 2018**



DPSI has assisted the Lucia Mar Unified School District (LMUSD) with various tasks to replace the sewer line at Fairgrove Elementary School in Grover Beach. DPSI provided a topographic survey of the site for design purposes for the school's 2,000 feet of sewer line to be replaced. After surveying the site and coordinating video inspection of the sewer lines, DPSI then designed the complete replacement of the onsite sewer and water systems. The project included coordination with South San Luis Obispo County Sanitation District (Sewer) and City of Grover Beach (Water).

**Tract 2427 Plan Check and Inspection, Pismo Beach, California**  
**City of Pismo Beach**  
**Benjamin Fine, 805-773-7037**  
**Contract Value: \$30,000.00**  
**Project Timeline: January 2016 - April 2018**



The City of Pismo Beach's Department of Public Works contracted DPSI to provide engineering and inspection services for Tract 2427. DPSI provided a construction manager, Doug Groshart, to perform onsite coordination, review, and documentation for all phases of construction requiring review by the Public Works department to ensure project conformance with municipal codes, subdivision map acts, city engineering standards, and specifications. DPSI's construction manager also helped prepare project comments and recommendations for conditions of approval.

**Dana Elementary Septic System, Nipomo, California**  
**Lucia Mar Unified School District (LMUSD)**  
**Andy Stenson, 805-474-3000**  
**Contract Value: \$39,431.75**  
**Project Timeline: April 2017 - November 2019**



DPSI was asked by Lucia Mar Unified School District to complete a feasibility study to research options for their aging septic system. This project included researching several options to replace the onsite septic system at Dana Elementary School (gravity sewer, lift station, and septic system replacement). DPSI worked with the County of San Luis Obispo, the Nipomo Community Services District, and utilized assessor's parcel map information and other available resources to acquire information about the property. DPSI provided construction costs and permitting requirements for each option presented. DPSI recommended a gravity sewer line, connected to the NCSO sewer, and provided the final design and construction management for the project.

# PROPOSED WORK PLAN

We will provide the County with Professional Civil Design Services which consist of preparing an efficient and cost-effective design for both phases of the Calle Real upgrade project. These phases are the Existing Main Water System Improvements and the New Main Water Loop Design. In general, we will prepare the following for both phases: preliminary concept design, schematic design, 100% construction documents, and construction administration and inspection services. DPSI's work plan is as follows:

## PHASE 1: EXISTING MAIN WATER SYSTEM IMPROVEMENTS

### Phase 1.A - Project Initiation and Concept Design:

- **Kickoff Meeting** – We will plan and coordinate a design kick-off meeting with the County. We will discuss our proposed design approach and any modifications that the County may wish to make to that approach. We will discuss design options for each individual segment of the project scope. Ideally, we will also use this meeting to collect any available data, files, maps, etc. that the County can provide for assisting with utility mapping. We will document the meeting in the form of meeting minutes and develop an action items list, if applicable.
- **Project Schedule** – We will prepare a design phase schedule to accommodate the County's preferred timeline (depending upon the date of award of design and the preferred date of issuance for bid.) Based on previous work with the County, we estimate one draft submittal and one final submittal. We also anticipate the County needing at least a week to prepare the bid package. A project schedule is provided with this scope of service but can be modified as needed to better serve the County's needs.
- **Coordination** – We will attend meetings (online or in-person, as necessary) and conference calls throughout the design phase. Biweekly conference calls, progress updates and one additional meeting is included.
- **Concept Design** – After establishing avenues of communication, reviewing/inspecting/assessing existing conditions of the water system and interviewing building users and stakeholders (assuming two eight hour days for the interviews) we will develop a concept design for review and confirmation with the County staff, as well as a cost estimate.

**Timeline:** This phase of the scope will require three weeks' time from the initial kickoff meeting and transfer of available data, drawings, etc. from the County to DPSI. We assume the County will require two weeks' time to review and comment/approve.

**Deliverables:** DPSI will use existing system drawings, combined with electronic markups of proposed changes and phasing of work/outages, to create a report summarizing the conceptual design. Additionally, we will provide a cost estimate following CSI Division and Subsection formatting.

### Phase 1.B - Schematic Design

Upon analyzing the existing water system and considering the design parameters approved by the County, we will prepare schematic design documents demonstrating proposed solutions for the replacement of the failing gate valves, installation of new gate valves, and installation of new water meters. The design will incorporate Value Engineering efforts in order to stay within the County's budget parameters. We will accomplish this by keeping a running total cost estimate throughout the creation of the schematic design. As items/materials are modified in the schematic design phase, the cost estimate will update as well, allowing us to see where the potential cost savings may reside. The schematic plans will outline potential impacts to the existing structures and surroundings and be submitted for the County's review along with a cost estimate.

**Timeline:** This phase of the scope will require four weeks' time from the approval of the conceptual design. We assume the County will require two weeks' time to review and comment/approve.

**Deliverables:** DPSI will update existing system drawings to create the schematic design. Additionally, we will provide a cost estimate following CSI Division and Subsection formatting.

### Phase 1.C - Complete Design and Construction Documents

The primary milestones for this phase are the completion and delivery of 50%, 95%, and 100% plans for Phase 1 of the County's project. DPSI will produce a 100% complete bid set of plans and specifications for the County's use in the progression of the project. We assume that the County will require two weeks' time to review the 50%, 95% and 100% designs. DPSI's work and deliverables will proceed as follows:

- **Civil/Site Design** – We will prepare a plan set consisting of a title sheet (with sheet index map), a notes sheet, two site plan sheets (estimated) and two detail/section sheets. This drawing set will utilize the existing site plan/survey from the preliminary water system condition assessment. By utilizing the existing survey (assuming the County will provide to DPSI) we can keep the overall project design costs down. This portion of the scope will only include replacement of existing water valves that require replacement and will help facilitate ease of construction in Phase 2.
- **Review Meeting/95% Submittal** – After the 95% submittal has been transmitted and the County has had an opportunity to review and comment, we will prepare for and attend a meeting with County staff in an effort to streamline the process of responding to comments. We will document the meeting in the form of meeting minutes and develop an action items list, if applicable. We will make requested modifications and submit the 100% submittal for review and comment by the County.
- **Specifications** – We will prepare specifications using 2010 State Standard Specifications for Caltrans (2010 Specifications). Technical Specifications will be specific to allow for the County to control the quality of the construction work and construction materials, and to allow for accurate measurement of contract quantities. We will create these specifications in CSI format and provide/coordinate all required divisions of the performance specifications. We will prepare an itemized bid schedule as part of this task. We are available to review and update the County's front end documents and prepare the bid tabulation (as we have done on other projects) but, as this was not included in the County's RFP scope, we are excluding this from our scope.
- **Value Engineering** – We will hold up to two, two-hour value engineering meetings with project stakeholders (as necessary) in order to maintain that the final project cost is within the required budget. This value engineering will begin with the itemized cost estimate and include discussions of any areas/design portions where budget can be trimmed and where it must remain as-is. These areas will include all items listed in the plancheck comments and any other potential areas for cost savings.
- **Incorporation of County Comments to the Construction Documents** – We will review and incorporate the County's comments and concerns into the subsequent design submittals, including discussions of these items in the value engineering meeting(s).
- **Valve Exercising Procedure** – Based upon past experience, industry standards, manufacturers' recommendations, site inspections and discussions with County staff, we will develop a detailed valve exercising procedure that the County can standardize and use in their daily operations.
- **Schedule and Estimate** – We will prepare a complete construction cost estimate based on prevailing wage rates. This cost estimate will include quantities and unit pricing. Unit pricing will be determined based on actual construction bids from previous County utility projects (and other municipalities' recent projects, as available).
- **Bid Set Deliverable** – Once we have addressed any comments from the 100% PS&E submittal meeting, we will finalize all documents and transmit them in camera-ready form. Camera-ready includes all documents in PDF format, organized and usable for in-house reproduction. We will properly stamp and sign all construction bidding documents and will deliver a complete set of bidding documents to the County for construction bid advertising.

**Timeline:** Each portion of this phase (50%, 95% and 100%) will require two weeks' time to complete and two weeks' time for County review. The total duration for Phase 1.C will be 12 weeks' time from the approval of the schematic design.

**Deliverables:** Camera-ready Bid Set (plans and specs), cost estimate, valve exercising procedure and schedule.

### Phase 1.D - Construction Administration and Inspection Services

DPSI understands that the Construction Administration and Inspection services anticipated by the County may include, but are not limited to, the following:

- **Bid Phase** – We will review and respond to contractor RFIs and product substitution requests in a timely manner in order to meet County deadlines. Any required addenda shall be provided to the County for issuance in formal bid addenda. DPSI will be responsible for incorporating all addenda into one conformed set for issuance to the winning bidder.
- **Bid Results and Engineer Responsibility for Re-Design** – Should the construction bids exceed the 100% Construction Document estimate previously provided by DPSI by more than 10%, DPSI will be responsible, upon request from the County, for re-design services at no additional cost in order to bring the project down to the 100% CD budget. These revisions, should they occur, will be made within a 3-week turnaround period upon notice from the county. Based upon our experience and the extensive value engineering and budget monitoring of the previous sections of this phase, we do not foresee this becoming an issue. There may be budget-related issues prior to going to construction (based on market conditions, scarcity of labor and material, etc.) but those should not occur overnight and should be noticed during value engineering well ahead of time.



- **Course of Construction** – We will assist the County during the construction phase. The construction phase work scope includes, but may not be limited to, the following: transfer of AutoCAD files, answering contractors' request for information (RFI) submittal (up to three RFIs,) and review of contractor's submittals (up to seven submittals, including three that may require re-submittal and review). DPSI's construction support includes 3 site visits per month and the delivery of site reports for each visit. We will prepare record drawings, based upon the Contractor's markups of contract drawings.

**Timeline:** We assume the County's bid process will take six weeks in total, with contract documentation, mobilization, etc. taking another four weeks. The actual onsite construction for this portion will likely only take four weeks' time but is greatly dependent upon the contractor, material lead times, weather, etc.

**Deliverables:** DPSI will provide RFI responses, addenda, submittal review responses and site reports for each visit. We will prepare record drawings based upon the Contractor's onsite markups.

## PHASE 2: NEW WATER MAIN LOOP DESIGN

Given the space constraints of this proposal, we will not detail Phase 2 to the extent of Phase 1, but rather we refer you to each corresponding section of Phase 1 for scope descriptions. Timeline and deliverables are detailed below for each subphase of Phase 2.

### Phase 2.A - Project Initiation and Concept Design

See Phase 1.A above for scope.

**Timeline:** This phase of the scope will require three weeks' time from the initial kickoff meeting and transfer of available data, drawings, etc. from the County to DPSI. We assume the County will require two weeks' time to review and comment/approve.

**Deliverables:** DPSI will use existing system drawings, combined with electronic markups of proposed changes and phasing of work/outages, to create a report summarizing the conceptual design. Additionally, we will provide a cost estimate following CSI Division and Subsection formatting.

### Phase 2.B - Schematic Design

See Phase 1.B above for scope.

**Timeline:** This phase of the scope will require four weeks' time from the approval of the conceptual design. We assume the County will require two weeks' time to review and comment/approve.

**Deliverables:** DPSI will update existing system drawings to create the schematic design. Additionally, we will provide a cost estimate following CSI Division and Subsection formatting.

### Phase 2.C - Complete Design and Construction Documents

See Phase 1.C above for scope.

**Timeline:** Each portion of this phase (50%, 95% and 100%) will require FOUR weeks' time to complete and two weeks' time for County review. The total duration for Phase 1.C will be 18 weeks' time from the approval of the schematic design.

**Deliverables:** Camera-ready Bid Set (plans and specs), cost estimate and schedule.

### Phase 2.D - Construction Administration and Inspection Services

See Phase 1.D above for scope.

**Timeline:** We assume the County's bid process will take six weeks in total, with contract documentation, mobilization, etc. taking another four weeks. The actual onsite construction for this portion will likely only take eight weeks' time but is greatly dependent upon the contractor, material lead times, weather, etc.

**Deliverables:** DPSI will provide RFI responses, addenda, submittal review responses and site reports for each visit. We will prepare record drawings based upon the Contractor's onsite markups.

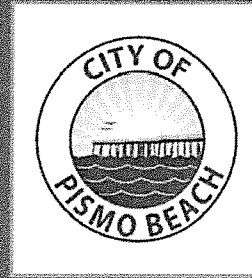
# REFERENCES

**County of Santa Barbara**  
**Todd Curtis**  
**805-882-3600**  
**130 East Victoria Street**  
**Santa Barbara, California**  
**November 2017 - May 2020**



Stormwater discharges at the South Coast Recycling and Transfer Station are regulated by the Regional Water Quality Board through the Industrial General Permit (IGP) program. The County entered into an agreement in 2017 with a local environmental organization to install a stormwater diversion system designed to meet requirements for a volume-based treatment system at the South County Recycling and Transfer Station. DPSI designed the treatment system including pumps, piping, electrical plans & control systems. Piping diverted stormwater to a screening tank (to screen out larger particles) and a larger underground tank sized to handle the required IGP storm volume. DPSI developed a control philosophy describing how the system will operate and coordinated bid packages for Civil/Mechanical, Electrical and SCADA/Instrumentation, and provided on-site construction management services. DPSI coordinated with Todd Curtis from the Resource Management Department for the course of the project.

**City of Pismo Beach**  
**Benjamin Fine**  
**805-773-7037**  
**760 Mattie Road**  
**Pismo Beach, California**  
**September 2020 - present**



DPSI has recently been awarded a contract with the City of Pismo Beach to provide engineering consulting services for their Storm Drain Repair project at Encanto Avenue, Reef Court, and Windward Avenue. DPSI provides project planning and preliminary design, followed by final design and bid package preparation after approval by all necessary agencies. DPSI will also furnish an on-site supervisor to manage construction once it begins. DPSI is in close contact with Benjamin Fine in order to establish and maintain project milestones and weekly correspondence.

**Oceano Community Services District**  
**Will Clemens**  
**805-481-6730**  
**1655 Front Street**  
**Oceano, California**  
**2012 - present**



DPSI is currently the District Engineer for the Oceano Community Services District (OCSD). DPSI provides surveying and engineering services to OCSD on an ongoing and as-needed basis. Services include design and construction management of projects related to OCSD's water and wastewater systems and equipment, design and assistance in capital improvement projects, and plan check services for improvement projects and proposed developments. Specifically, we provided Construction Management services to OCSD for their CDBG and DRI-funded system-wide sewer collection system project. Our role within the project also included coordination with the County of San Luis Obispo's staff in order to maintain compliance with the requirements for quality control, payment, record-keeping, etc. DPSI's Doug Groshart maintains contact with OCSD's Will Clemens for all project start-up and oversight.

# DELIVERABLES

DPSI has the ability to provide deliverables requested by the County as follows:

- **Design drawings in AutoCAD:** All DPSI engineers and designers are trained to use AutoCAD 2020 for preparing construction documents.
- **Word documents in Microsoft Word:** All DPSI staff members, are adept at using Microsoft Word to prepare correspondence, submittals, notes, and more.
- **Spreadsheets in Microsoft Excel:** DPSI utilizes Microsoft Excel for all cost estimate spreadsheets and other project tracking needs.
- **Schedules in Microsoft Project:** DPSI utilizes Microsoft Project to create all schedules and project timelines, including major milestones and other due dates.
- **Databases as necessary for accessing Project records:** DPSI utilizes an ftp site to store and share Project records with Clients. Upon award of the contract, DPSI will communicate with the County to set up a unique login to DPSI's ftp site in which both DPSI staff and County staff can upload, download, and view necessary project files. If the County prefers to use a different format, DPSI also has past experience using Procore construction management software.

# NON-SUBSTITUTION STATEMENT

DPSI assures that no substitutions shall be made for the designated members of the proposed DPSI staff without prior written approval from the County of Santa Barbara.

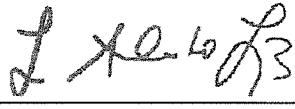
Signature 

Title: Director of Civil Engineering

Date: 3/26/2021

# CONFLICT OF INTEREST STATEMENT

DPSI assures that there are no conflicts of interest among its staff or projects with relation to the County of Santa Barbara.


Signature 

Title: Director of Civil Engineering

Date: 3/26/2021

# NON-COLLUSION AFFIDAVIT

DPSI assures that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

Signature 

Title: Director of Civil Engineering

Date: 3/26/2021

# LITIGATION AND/OR CLAIMS RELATED TO PAST PROJECTS

DPSI assures that there is no past or present litigation and/or claims related to projects on which DPSI has performed work in the past (10) years.

Signature 

Title: Director of Civil Engineering

Date: 3/26/2021

# INDEMNIFICATION AND INSURANCE

DPSI and its insurance broker assure that DPSI can fulfill the indemnification and insurance requirements contained in the Sample Agreement for Services

Signature 

Title: Director of Civil Engineering

Date: 3/26/2021



# INSURANCE CERTIFICATES

DPSI assures that upon award of the project contract, insurance certificates will be provided to the County of Santa Barbara per the requirements outlined in the Sample Agreement for Services.

Signature 

Title: Director of Civil Engineering

Date: 3/26/2021

# DIR AND VENDOR REGISTRATION

DPSI's DIR registration number is 1000005579. DPSI assures that it is registered as a vendor with the County of Santa Barbara through Public Purchase.

Signature 

Title: Director of Civil Engineering

Date: 3/26/2021

# RETENTION OF PROPOSAL

DPSI assures that this proposal will become the proposal of the County. DPSI understands that proposals submitted to the County shall not be returned to the proposer.

Signature 

Title: Director of Civil Engineering

Date: 3/26/2021

**EXHIBIT B**

**CONSULTANT'S STAFF & SUBCONSULTANTS**

- A. Consultant declares that the Principal-in-Charge will be Alberto Lopez, Director of Civil Engineering. Consultant declares that the Project Manager will be Doug Groshart, PE.
- B. Consultant will employ Subconsultants identified in the Consultant's response to the County's RFP for this project and said Subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain Owner's approval of any other Subconsultants. Upon Owner's request Consultant must provide copies of all Subconsultant contract agreements to Owner.
- C. None of the above named Staff or Subconsultants shall be replaced without OPM's approval pursuant to an amendment to this PSA. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, on written notice from Owner's Project Manager, Consultant will have fifteen (15) calendar Days to remove that person from the Project and provide a replacement acceptable to OPM. In that event Consultant must submit the name of a qualified replacement for OPM's approval.

**END EXHIBIT B**



County of Santa Barbara: General Services  
**Capital Division**

**EXHIBIT C**

**CONSULTANT'S COMPENSATION**

**1. COMPENSATION SUMMARY**

a.	Consultant's <b>Time and Materials Not-To-Exceed Fee</b> for the <b>Basic Services</b> described in <u>Exhibit A, "Consultant's Scope of Work and Hourly Rates"</u> shall be:	
	Phase 1 Design, Cost Estimating and Construction Administration Services	\$81,470.00
	Phase 2 Design, Cost Estimating and Construction Administration Services	\$107,010.00
	<b>SUBTOTAL: Time and Materials Not To Exceed Fee for Basic Services</b>	<b>\$188,480.00</b>
b.	<b>Allowance for Reimbursable Expenses pursuant to Part 10.02</b>	<b>\$0.00</b>
c.	Allowance for Additional Basic Services (PSA Part 5.04) and Supplementary Services (PSA Part 10.03) that may be authorized by the Owner in writing pursuant to issuance of a <b>Supplementary Services (SS) Order</b> , issued during the period of the PSA.	<b>\$0.00</b>
1.		
2.	Additional Site Visits Including All Reimbursable Expenses:	
i.		
ii.		
iii.		
2.	<b>MAXIMUM COMPENSATION (a+b+c)</b>	<b>\$188,480.00</b>



County of Santa Barbara: General Services  
**Capital Division**

**3. PROGRESS PAYMENTS**

a. For **FIXED FEE** contracts or portion thereof, Progress Payments will be on the basis of completion of Project Milestones.

b. For **HOURLY AND NOT-TO-EXCEED FEE** contracts or portion thereof, Progress Payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A or B to the PSA. **(Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown)**

c. Only invoices identifying personnel listed in Exhibit A or B to the PSA will be accepted by Owner for payment.

d. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of services performed during the period; completed milestones and deliverables.

**END EXHIBIT C**



County of Santa Barbara: General Services  
**Capital Division**

**EXHIBIT D**  
**Indemnification and Insurance Requirements**  
**(For Design Professional Contracts)**

**INDEMNIFICATION**

CONSULTANT agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY (i.e., OWNER) and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

CONSULTANT 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**

CONSULTANT 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 CONSULTANT, 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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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



County of Santa Barbara: General Services  
**Capital Division**

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY (i.e., OWNER), 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 CONSULTANT 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 CONSULTANT's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONSULTANT's insurance coverage shall be primary insurance as respects the OWNER, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the OWNER, its officers, officials, employees, agents or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the OWNER.
4. **Waiver of Subrogation Rights** – CONSULTANT hereby grants to OWNER a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the OWNER by virtue of the payment of any loss under such insurance. CONSULTANT 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 OWNER has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the OWNER. The OWNER may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONSULTANT shall furnish the OWNER 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 OWNER before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The CONSULTANT shall furnish evidence of renewal of coverage throughout the term of the Agreement. The OWNER 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, OWNER 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





County of Santa Barbara: General Services  
**Capital Division**

provide evidence of renewal may be treated by OWNER as a material breach of contract.

9. **Subcontractors** – CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that OWNER 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 CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – OWNER 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. CONSULTANT agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of OWNER 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 OWNER.

**END EXHIBIT D**

**EXHIBIT E**  
**NOTICES**

1. All notices are deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as follows:

- a. **Owner:**

County of Santa Barbara  
Capital Division  
1105 Santa Barbara St., 2<sup>nd</sup> Floor Courthouse East Wing  
Santa Barbara, CA 93101

Attention: Patrick Zuroske, Assistant Director, General Services Department  
(805) 568-3096 / pzuroske@countyofsb.org

- b. **Consultant:**

Diversified Project Services International, Inc.  
705 Fiero Lane, Suite 10  
San Luis Obispo, CA 93401

Attention: L. Alberto Lopez, RCE, QSD/P  
Director of Civil Engineering

**END EXHIBIT E**