

# AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and **MNS Engineers, Inc.** with an address at **201 N. Calle Cesar Chavez, Ste 300, Santa Barbara, CA 93103** (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and County agrees to accept the services specified herein.

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

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

## 1. DESIGNATED REPRESENTATIVE

**Benjamin Schmidt** at phone number **805-568-3337** is the representative of County and will administer this Agreement for and on behalf of County. **Chris Vandrey** at phone number **805-722-2179** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated County representative may also be referred to herein as the "Contract Administrator."

## 2. NOTICES

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

To County: **Benjamin Schmidt, Public Works, 123 E. Anapamu St., Santa Barbara, CA, 93101, 805-568-3337, bschmidt@countyofsb.org**  
To CONTRACTOR: **Chris Vandrey, MNS Engineers, Inc., 201 N. Calle Cesar Chavez, Ste 300, Santa Barbara, CA 93103, 805-722-2179, cvandrey@mnsengineers.com**

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

## 3. SCOPE OF SERVICES

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

## 4. PERFORMANCE PERIOD

- A. CONTRACTOR shall commence performance on **2/14/2023** and end performance upon completion, but no later than **6/30/2027** unless otherwise directed by County or unless earlier terminated.
- B. The Director of Public Works, or designee, may extend the period of performance of this Agreement for up to a period of one year by giving written notice of extension to CONTRACTOR.

## 5. COMPENSATION OF CONTRACTOR

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

## 6. INDEPENDENT CONTRACTOR

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

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

## **7. STANDARD OF PERFORMANCE**

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

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

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

## **9. TAXES**

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

## **10. CONFLICT OF INTEREST**

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

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

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

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

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

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

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

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

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

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition (Cal. Govt. Code Section 8546.7).

CONTRACTOR shall participate in any audits and reviews, whether by County or the State, at no charge to County.

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

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

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

### **16. NONDISCRIMINATION**

- A. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- B. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT
- D. County hereby notifies CONTRACTOR that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.
- E. **Statement of Compliance California:**
  - 1) CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
  - 2) During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they

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

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

**F. Federal Assurances:**

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

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

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

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

#### 17. NONEXCLUSIVE AGREEMENT

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

#### 18. NON-ASSIGNMENT

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

#### 19. TERMINATION

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

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

## 20. SECTION HEADINGS

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

## 21. SEVERABILITY

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

## 22. REMEDIES NOT EXCLUSIVE

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

## 23. TIME IS OF THE ESSENCE

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

## 24. NO WAIVER OF DEFAULT

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

## 25. ENTIRE AGREEMENT AND AMENDMENT

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

## **26. SUCCESSORS AND ASSIGNS**

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

## **27. COMPLIANCE WITH LAW**

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

## **28. CALIFORNIA LAW AND JURISDICTION**

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

## **29. EXECUTION OF COUNTERPARTS**

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

## **30. AUTHORITY**

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

## **31. SURVIVAL**

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

## **32. PRECEDENCE**

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

## **33. HANDLING OF PROPRIETARY INFORMATION**

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

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

## **34. IMMATERIAL AMENDMENTS**

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



**35. NEWS RELEASES/INTERVIEWS**

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

**36. FEDERAL AND STATE PREVAILING WAGE RATES**

As applicable:

- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. No CONTRACTOR or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- E. Payroll Records
  1. As Each CONTRACTOR and Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - i. The information contained in the payroll record is true and correct.
    - ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
  2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
    - i. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
    - ii. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.
    - iii. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
  3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to

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

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

H. Hours of Labor

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

I. Employment of Apprentices

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

**37. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

- A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowable cost(s) of individual items.
- B. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super or Omni Circular)
- C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under applicable Federal Regulations, are subject to repayment by CONTRACTOR to County.
- D. When a CONTRACTOR or Subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply.”
- E. All subcontracts shall contain the above provisions.

**38. SUBCONTRACTING**

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

- B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by County's designated representative, except that, which is expressly identified in the approved Cost Proposal.
- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by County.
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- E. Any substitution of subcontractor(s) must be approved in writing by County's designated representative prior to the start of work by the subcontractor(s).

F. Prompt Progress Payment

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

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

G. Prompt Payment of Withheld Funds to Subcontractors

No retainage will be held by the County from progress payments due to CONTRACTOR.

CONTRACTORS and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

**39. SUBCONTRACTORS**

CONTRACTOR is authorized to subcontract with **NONE LISTED** as identified in Exhibit . CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for County in this Agreement, including audit rights. CONTRACTOR shall ensure subcontractor's compliance with California Labor Code, including but not limited to the payment of prevailing wage when required.

**40. EQUIPMENT PURCHASES**

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

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

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

- C. All subcontracts shall contain the above provisions.

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

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County's Deputy Director - Finance and Administration for Public Works.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by County will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this Agreement.
- D. CONTRACTOR and subcontractor Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, County, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by County to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by County at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, County or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the County to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- a. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing

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

Accepted rates will be as follows:

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

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

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

#### **43. PROHIBITION OF EXPENDING COUNTY, STATE, OR FEDERAL FUNDS FOR LOBBYING**

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

- 1) No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

such failure.

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

#### **44. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.**

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

#### **45. PROCUREMENT OF RECOVERED MATERIALS**

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **46. SUSPENSION FOR CONVENIENCE**

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

#### **47. DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS**

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

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

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

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

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

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

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

B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONTRACTOR or subcontractors shall be in accordance with information contained in Exhibit 10-O2: CONTRACTOR Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

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

D. Contract Assurance

Under 49 CFR 26.13(b):

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

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

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

E. Termination and Substitution of DBE Subcontractors

CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONTRACTOR obtains the COUNTY's written consent. CONTRACTOR shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-O2 CONTRACTOR Contract DBE Commitment form, included in the Bid.

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

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



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

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

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

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

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

#### F. Commitment and Utilization

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

The CONTRACTOR shall:

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

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

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

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

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

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

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

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

#### **49. SAFETY**

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

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

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

**50. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

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

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

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

**52. TITLE VI ASSURANCES**

**APPENDICES of the TITLE VI ASSURANCES**

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

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

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

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

**53. INDEFINITE DELIVERY, INDEFINITE QUANTITY**

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

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

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

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

#### APPENDIX A

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

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

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

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

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

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

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

**(HABENDUM CLAUSE)**

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

**APPENDIX C**

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

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

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

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

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

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

#### APPENDIX D

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

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

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

#### APPENDIX E

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

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

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

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

## CONTRACTOR SIGNATURE PAGE

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

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

**CONTRACTOR:**

Jeff Edwards, Vice President

MNS Engineers, Inc.

201 N. Calle Cesar Chavez Ste. 300

Santa Barbara, CA 93103

Various

Business Type: Corporation

jedwards@mnsengineers.com

805-331-4848

By:



Authorized Representative

Date:

2/16/2023



## COUNTY SIGNATURE PAGE

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

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

Das Williams

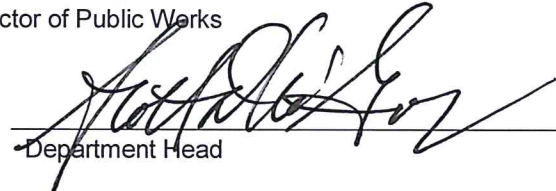
By: \_\_\_\_\_  
Deputy Clerk

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

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

**RECOMMENDED FOR APPROVAL:**

Scott D. McGolpin  
Director of Public Works

By:   
Department Head

Date: 3/22/23

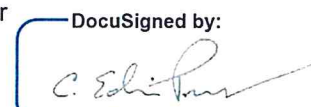
**APPROVED AS TO FORM:**

Greg Milligan  
Risk Manager

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

Betsy M. Schaffer, CPA  
Auditor-Controller

By:   
A99ED5BD71D04FB...  
Deputy

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:   
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Deputy County Counsel

## Exhibit A – Statement of Work

Chris Vandrey shall be the individual(s) personally responsible for providing all services hereunder. Contractor may not substitute other persons without the prior written approval of County's designated Representative.

Work shall comply with the proposal dated October 25, 2022 and will occur pursuant to executed Task Orders.

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

The Contractor assigned maintenance Division is: SANTA BARBARA.



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

## Exhibit A – Statement of Work

### SCOPE OF WORK AND PROJECT DELIVERABLES

#### 1.1 DESCRIPTION OF WORK

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

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

#### WORK STATEMENT

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

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

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

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

#### 1.2 TASKS AND DELIVERABLES

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

##### 1. Contract Management

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

##### 2. Task Order Management

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

## Exhibit A – Statement of Work

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

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

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

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

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

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

## Exhibit A – Statement of Work

### 1.3 STANDARDS

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

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

### 1.4 PERSONNEL REQUIREMENTS

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

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

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

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

## Exhibit A – Statement of Work

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

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

### 1.5 GENERAL REQUIREMENTS & TOOLS/MATERIALS

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

## Exhibit A – Statement of Work

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

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

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

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

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

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

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

## Exhibit B – Payment Arrangements Specified Rates of Compensation

- A. The method of payment for the work shall be at the rate specified for each class of employee engaged directly in the work, as attached in this Exhibit. The specified rate shall include full compensation to Contractor for the work as described, including profit and overhead and also include but not be limited to, all materials, equipment, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore. Additional compensation may only be authorized with a contract amendment.
- Specific projects will be assigned to CONTRACTOR through issuance of Task Orders. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. When a project arises within the maintenance Division to which Contractor is assigned, that Contractor will automatically be selected for the required SURVEYOR Services which will be formally outlined in the draft Task Order. If a project is on the boundary between 2 maintenance Divisions, the SURVEYOR Services Contractor with the least total dollar amount of previously issued Task Orders will be selected for the work in question. For a countywide project with work in various Divisions, then a Draft Task Order will be sent to the Contractor that has, to date, received the lowest cumulative dollar amount of previously issued TASK ORDERS. This process will continue such that whichever of the 3 Contractors has the lowest total dollar amount of existing TASK ORDERS at the time of the subject project award will be selected to perform the work via transmittal of a draft Task Order. In addition, work within a maintenance Division which cannot be performed by the assigned Contractor due to a lack of available staff, scheduling conflicts, et al other reasons that would delay the required SURVEYOR Services the work may be assigned to a Contractor from another maintenance Division at the sole discretion of the Contract Manager or their designee.
- B. A draft Task Order will identify the scope of services, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within five (5) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR. Projects, task orders, and overall contract budget will be tracked by the County.
- C. Payment for vehicle expenses for Contractor's field personnel shall be **included in the items identified** per the approved Cost Proposal and shall provide for a fully equipped vehicle with flashing amber lights and other required equipment, as specified in Exhibit A, Statement of Work.

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

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

- D. The method of payment for this contract will be based on specific rates of compensation. County will reimburse Contractor for all costs (including labor costs, employee benefits, travel, equipment-rental costs, profit, overhead and other direct costs) incurred by Contractor in performance of the work through the specific rates of compensation above. Contractor will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will Contractor be reimbursed for overhead costs at a rate that exceeds County approved overhead rate set forth in the approved Cost Proposal except for prevailing wage rates beyond the annual escalation rate. In the event, County determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by County may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "M," shall not be exceeded unless authorized by contract amendment.



- E. Reimbursement for transportation and subsistence costs are included in the rates specified in the approved Cost Proposal. Regardless of inclusion in a cost proposal, the County shall not reimburse the Contractor for costs to relocate its personnel to the service area. The County shall not reimburse the Contractor for per diem costs, unless preapproved in writing by the County. The County shall not reimburse the Contractor for out-of-state travel without prior written approval from the County. The County shall not reimburse for housing accommodations unless explicitly outlined in a Task Order.
- F. Progress payments for each Task Order will be made monthly in arrears based on services provided. If Contractor fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 28, Termination. Failure to submit the required deliverable items in the time specified may result in withholding of payment or permanent deductions from total payment if it results in a loss to the County.
- G. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- H. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Manager of itemized invoices. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Section 41 Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY'S Contract Manager at the following address:  
  

Benjamin Schmidt  
123 E. Anapamu St.  
Santa Barbara, CA 93101
- I. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases greater than the agreed Cost Proposal annual cost escalation rate, which are the direct result of changes in the prevailing wage rates, are reimbursable.
- J. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- K. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- L. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- M. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed **\$950,000.00**. It is understood and agreed that a minimum amount of \$50,000.00 will be ordered during the performance period identified in Section 4. Otherwise, it is understood and agreed that there is no guarantee, either expressed or implied that any other dollar amount exceeding \$50,000.00 will be authorized under this contract through Task Orders.

All subcontracts shall contain the above provisions.

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

Consultant MNS Engineers, Inc.  Prime Consultant  Subconsultant  
 Project No. \_\_\_\_\_ Contract No. \_\_\_\_\_ Participation Amount % \_\_\_\_\_ Date 10/25/2022

For Combined Rate  
 Fringe Benefit 59.49% + Overhead 64.57% + General Administrative \_\_\_\_\_ = 124.06% Combined IRC %

OR

For Home Office Rate  
 Fringe Benefit 57.31% + Overhead 64.54% + General Administrative \_\_\_\_\_ = 121.85% Home Office IRC%

For Field Office Rate  
 Fringe Benefit 60.56% + Overhead 64.59% + General Administrative \_\_\_\_\_ = 125.16% Field Office IRC %

FEE= 10%

BILLING Information				Calculation Information				
Name/Job title/Classificaiton <sup>1</sup>	Hourly Billing Rates <sup>2</sup>			Effective date of hourly rate		Actual or Avg. Hourly rate <sup>3</sup>	% or \$ Increase	Hourly Range for classification only
	Straight	OT (1.5x)	OT (2x)	From	To			
James Ryan Contract Manager  Exempt	\$242.33	\$ 242.33	\$ 242.33	02/01/22	12/31/22	\$ 98.32	3.5%	\$90 - \$125
	\$250.81	\$ 250.81	\$ 250.81	01/01/23	12/31/23	\$ 101.76	3.5%	
	\$259.58	\$ 259.58	\$ 259.58	01/01/24	12/31/24	\$ 105.32	3.5%	
	\$268.67	\$ 268.67	\$ 268.67	01/01/25	12/31/25	\$ 109.01	3.5%	
	\$278.07	\$ 278.07	\$ 278.07	01/01/26	12/31/26	\$ 112.82	3.5%	
Chris Vandrey Contract Manager/ Licensed Land Surveyor (PLS)  Exempt	\$165.90	\$ 165.90	\$ 165.90	01/01/19	12/31/19	\$ 67.31	3.5%	\$65 - 125
	\$171.70	\$ 171.70	\$ 171.70	01/01/20	12/31/20	\$ 69.67	3.5%	
	\$177.71	\$ 177.71	\$ 177.71	01/01/21	12/31/21	\$ 72.10	3.5%	
	\$183.93	\$ 183.93	\$ 183.93	01/01/22	12/31/22	\$ 74.63	3.5%	
	\$190.37	\$ 190.37	\$ 190.37	01/01/23	12/31/23	\$ 77.24	3.5%	
Mark Reinhardt Licensed Land Surveyor (PLS)  Exempt	\$305.27	\$ 305.27	\$ 305.27	01/01/19	12/31/19	\$ 123.86	3.5%	\$65 - 125
	\$315.96	\$ 315.96	\$ 315.96	01/01/20	12/31/20	\$ 128.20	3.5%	
	\$327.02	\$ 327.02	\$ 327.02	01/01/21	12/31/21	\$ 132.68	3.5%	
	\$338.46	\$ 338.46	\$ 338.46	01/01/22	12/31/22	\$ 137.33	3.5%	
	\$350.31	\$ 350.31	\$ 350.31	01/01/23	12/31/23	\$ 142.13	3.5%	

## Local Assistance Procedures Manual

Exhibit 10-H2  
Cost Proposal

Shane Sobecki Licensed Land Surveyor (PLS)  Exempt	\$171.81	\$ 171.81	\$ 171.81	01/01/19	12/31/19	\$ 69.71	3.5%	\$65 - 125
	\$177.82	\$ 177.82	\$ 177.82	01/01/20	12/31/20	\$ 72.15	3.5%	
	\$184.05	\$ 184.05	\$ 184.05	01/01/21	12/31/21	\$ 74.68	3.5%	
	\$190.49	\$ 190.49	\$ 190.49	01/01/22	12/31/22	\$ 77.29	3.5%	
	\$197.16	\$ 197.16	\$ 197.16	01/01/23	12/31/23	\$ 79.99	3.5%	
Fred Tice Licensed Land Surveyor (PLS)  Exempt	\$177.75	\$ 177.75	\$ 177.75	01/01/19	12/31/19	\$ 72.12	3.5%	\$65 - 125
	\$183.97	\$ 183.97	\$ 183.97	01/01/20	12/31/20	\$ 74.64	3.5%	
	\$190.41	\$ 190.41	\$ 190.41	01/01/21	12/31/21	\$ 77.26	3.5%	
	\$197.08	\$ 197.08	\$ 197.08	01/01/22	12/31/22	\$ 79.96	3.5%	
	\$203.97	\$ 203.97	\$ 203.97	01/01/23	12/31/23	\$ 82.76	3.5%	
Justin Dickerson Chief of Party/ Instrumentman Chainman/Rodman** Non-Exempt	\$141.25	\$ 211.87	\$ 282.50	01/01/19	12/31/19	\$ 57.31	3.5%	\$45 - \$75
	\$146.19	\$ 219.29	\$ 292.39	01/01/20	12/31/20	\$ 59.32	3.5%	
	\$151.31	\$ 226.97	\$ 302.62	01/01/21	12/31/21	\$ 61.39	3.5%	
	\$156.61	\$ 234.91	\$ 313.21	01/01/22	12/31/22	\$ 63.54	3.5%	
	\$162.09	\$ 243.13	\$ 324.17	01/01/23	12/31/23	\$ 65.76	3.5%	
Hector Perez Instrumentman**  Non-Exempt	\$136.20	\$ 204.30	\$ 272.39	01/01/19	12/31/19	\$ 55.26	3.5%	\$45 - \$75
	\$140.96	\$ 211.45	\$ 281.93	01/01/20	12/31/20	\$ 57.19	3.5%	
	\$145.90	\$ 218.85	\$ 291.80	01/01/21	12/31/21	\$ 59.20	3.5%	
	\$151.00	\$ 226.51	\$ 302.01	01/01/22	12/31/22	\$ 61.27	3.5%	
	\$156.29	\$ 234.43	\$ 312.58	01/01/23	12/31/23	\$ 63.41	3.5%	
Chainman/Rodman** Non-Exempt	\$141.25	\$ 211.87	\$ 282.50	01/01/19	12/31/19	\$ 57.31	3.5%	\$45 - \$75
	\$146.19	\$ 219.29	\$ 292.39	01/01/20	12/31/20	\$ 59.32	3.5%	
	\$151.31	\$ 226.97	\$ 302.62	01/01/21	12/31/21	\$ 61.39	3.5%	
	\$156.61	\$ 234.91	\$ 313.21	01/01/22	12/31/22	\$ 63.54	3.5%	
	\$162.09	\$ 243.13	\$ 324.17	01/01/23	12/31/23	\$ 65.76	3.5%	

(Add Pages as necessary)

## NOTES:

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

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

Consultant   Prime Consultant  Subconsultant 10/25/2022

Project No.  Contract No.  Date

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

(Add Pages as necessary)

NOTES:

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

**EXHIBIT 10-H2 COST PROPOSAL** Page 4 of 4

**Certification of Direct Costs:**


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

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

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

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

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Greg Chelini</u>	Title*:	<u>Vice President</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>10/26/2022</u>
Email:	<u><a href="mailto:gchelini@mnsengineers.com">gchelini@mnsengineers.com</a></u>	Phone Number:	<u>805-692-6921</u>
Address:	<u>201 N. Calle Cesar Chavez, Suite 300, Santa Barbara, CA 93103</u>		

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

List services the consultant is providing under the proposed contract:

Land Surveyor Services

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

### **INDEMNIFICATION**

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

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR'S proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay COUNTY'S cost of defense to the fullest extent permitted by law.

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

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

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

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

### **INSURANCE**

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

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

Coverage shall be at least as broad as:

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

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

coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

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

additional insured on insurance required from subcontractors.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - ii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

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

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

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



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



# Appendix B. Contractor Information Sheet

## Contractor Information Sheet

Name of Proposer MNS Engineers, Inc.

Business P.O. Box N/A

City, State, Zip N/A

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

City, State, Zip Santa Barbara, CA 93103

Telephone No. 805.692.6921 Fax No. 805.692.6921

~~Contractor~~ License No. Various License Classification Individual PE/PLS Licenses

Public Works Contractor Registration No. 1000003564

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

Contact Person Name Chris Vandrey, PLS, CFedS, Principal Land Surveyor

Contact Person Phone No. 805.722.2179 Mobile

Contact Person Email cvandrey@mnsengineers.com

Employer's Tax Identification Number 95-2080889

## **ATTACHMENT C – DBE REQUIREMENTS**

## Exhibit 10-O2 CONTRACTOR Contract DBE Commitment

July 23, 2015

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

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

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
<b>Local Agency to Complete this Section</b>			
20. Local Agency Contract Number: <b>IDIQ03</b> 21. Federal-Aid Project Number: <b>NA</b> 22. Contract Execution Date: _____			\$
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			%
23. Local Agency Representative's signature _____ 24. Date _____ 25. Local Agency Representative's Name _____ 26. Phone _____ 27. Local Agency Representative's Title _____			<b>14. TOTAL CLAIMED DBE PARTICIPATION</b>  IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  15. Preparer's Signature _____ 16. Date _____ 17. Preparer's Name _____ 18. Phone _____ 19. Preparer's Title _____

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

**ADA Notice:**

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

## Exhibit 10-O2 CONTRACTOR Contract DBE Commitment

July 23, 2015

EXHIBIT 10-O2 INSTRUCTIONS

Page 2 of 2

### CONTRACTOR SECTION

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

### LOCAL AGENCY SECTION

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

**ATTACHMENT D – PROPOSAL**



# COUNTY OF SANTA BARBARA

October 26, 2022

**PROPOSAL TO PROVIDE**

## As Needed Surveyor Services

COSBA.220446





October 25, 2022

County of Santa Barbara  
**Attention: Philip Gaston**  
 Public Works Department - Transportation Division  
 123 East Anapamu Street  
 Santa Barbara, CA 93101

**RE: Statement of Qualifications for As Needed Surveyor Services**

Dear Mr. Gaston:

Thank you for the opportunity to submit this Statement of Qualifications (SOQ) to provide **On-Call Surveyor Services** for the County of Santa Barbara (County). The County is seeking on-call qualified land surveying professionals to provide topographic surveys, aerial surveys, and boundary surveys plus any associated work for the production of plans, specifications, and estimates.

Established in 1962, MNS is a C-Corporation that provides quality infrastructure consulting services to the transportation, water resources, and government service markets throughout California. **Specializing in the core services of engineering, construction management, and land surveying**, MNS' reputation has been built on clear and direct communication and quality services. We understand the technical, environmental, and regulatory aspects that are required for this on-call contract.

Year after year, we have been pre-qualified for on-call professional land surveying services to public agencies. The enclosed SOQ focuses on our land surveying experience and capabilities. We are ideally suited to provide the services required by the County. Our Land Surveying Department consists of following:

- **Municipal Surveying** for private development review and County real estate project support.
- **Surveys for Design**, which includes topographic mapping, aerial surveys, LiDAR, drone, underground utilities, boundary, road rights-of-way, and easements.
- **Right-of-Way Engineering**, which includes appraisal maps, legal descriptions, exhibits, appraisal and acquisition management, railroad coordination and agreements, right-of-way certification, and Caltrans processes.
- **Construction Surveying** for transportation, water/wastewater, utilities, and building construction.

Our land surveying services are focused on and primarily serve public agencies. As such, we have several on-call contracts with cities, counties, state, and special districts throughout California. This depth of experience has given us a wealth of knowledge about government processes, standards and needs, and how to best serve them. The following examples illustrate our understanding of on-call contracts:

- **Timing.** Survey projects typically demand a quick turnaround time, be it a design project or private review for development. The turnaround time for a subdivision map review is

## MNS DETAILS

**Legal Name**

MNS Engineers, Inc.

**Firm Ownership Type**

C-Corporation

**Year Firm Established**

1962

**California Department of Industrial Relations (DIR)**

No. 1000003564

**Corporate and Project Office**

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

805.692.6921 Office/Fax  
[www.mnsengineers.com](http://www.mnsengineers.com)

**Project Contact**

Chris Vandrey, PLS, CFedS  
 Principal Land Surveyor

805.722.2179 Mobile  
[cvandrey@mnsengineers.com](mailto:cvandrey@mnsengineers.com)

**Authorized Signature**

Jeff Edwards  
 Vice President

805.331.4848 Mobile  
 805.697.1401 Office  
[jedwards@mnsengineers.com](mailto:jedwards@mnsengineers.com)





also dictated by the State Subdivision Map Act. The MNS team is committed to timely responses to all of the County's needs.

- **Quality.** Our team is committed to providing high quality, professional services. Our goal is to support the County in such a way to protect the County's interests, limiting liability, and ensuring the development and maintenance of public and private assets are completed efficiently and of a quality that matches or exceeds the County's expectations.
- **Regulations.** Our team is experienced with and committed to providing reviews and products that comply with the requirements of the County of Santa Barbara Municipal Code, State Subdivision Map Act, Local Ordinances, California Streets and Highways Code, Caltrans Survey Manual, Caltrans Right-of-way Manual, and LAFCO requirements.
- **Local Office and Availability.** Based in Santa Barbara, our team is available to respond immediately to meet the County's various project needs.

**MNS is proud of the level of the professional surveying services we provide to public agencies. I have greatly enjoyed working with the County staff and look forward to the opportunity to continue to do so.**

We look forward to continuing a great working relationship with the County of Santa Barbara. Please feel free to contact me with any questions regarding our qualifications. Thank you for your consideration.

In summary, MNS is confident our uniquely experienced and qualified team will provide quality services, ensuring a successful project delivery to meet the County's expectations and goals. We look forward to continuing our on-call contract with the County. Please contact me at 805.331.4848 or [jedwards@mnsengineers.com](mailto:jedwards@mnsengineers.com) or **Chris Vandrey, PLS, CFedS**, at 805.722.2179 or [cvandrey@mnsengineers.com](mailto:cvandrey@mnsengineers.com) with any questions you may have about our submittal. Thank you for your consideration.

Sincerely,

**MNS Engineers, Inc.**

A handwritten signature in blue ink, appearing to read "Jeff Edwards", is written over a light gray background.

Jeff Edwards  
Vice President



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## Section 1. Firm Background and Experience

### Company History and Qualifications

MNS is a C-Corporation that provides quality infrastructure consulting services to the transportation, water resources, and government service markets throughout California. Specializing in the core services of land surveying, civil engineering, and construction management for the public and/or private sector, MNS' reputation has been built on clear and direct communication and quality services. **Having spent 60 years providing similar services to those in this RFP, we understand the technical, environmental, and regulatory aspects potentially required for any projects under this on-call contract.** We are experienced and knowledgeable with utility and multiagency coordination.

#### YOU CAN COUNT ON MNS!

A depth of staff resources and a reputation for successful project delivery and agency coordination are just some of the reasons agencies count on MNS for pre-qualified consulting services year after year.

### Land Surveying Expertise

Our Land Surveying Department is comprised of the following components:

#### Municipal Surveying Services.

Our Municipal Surveying Services division provides a substantial amount of private development review, conducting map checking and document review services for tract maps, parcel maps, lot line

adjustments, mergers, and certificates of compliance. We support many cities with their real estate needs such as easement research, roadway vacation services including resolution preparation, determining fee or easement status of road rights-of-way (R/W), annexation mapping and descriptions, and preparation of various documents including grant deeds, easement deeds, and quitclaim deeds. We also have significant experience in Record of Survey, Corner Record, ALTA/NSPS Title Survey, and subdivision map preparation.

#### Design Surveying Services

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

#### Construction Surveying Services

Our Construction Surveying division has significant experience in providing construction surveying for roads, highways, bridges, retaining walls, pipelines, water processing facilities, and multiple-story buildings. Our field crews have extensive experience. We provide stability monitoring for projects requiring excavation near adjacent structures and monument preservation services as needed.

#### R/W Engineering Services

Our R/W Engineering division has significant expertise in supporting the R/W acquisitions and dispositions required for capital improvement projects. We have a very good working knowledge of Caltrans policies and procedures regarding R/W acquisition and typically tailor our products to match their requirements, often with modifications to suit local agencies. We also have experience in providing early project support preparing the R/W Datasheet and in managing the utility coordination and R/W appraisal



and acquisition process as well as preparing the R/W certification for transportation projects.

### Subcontractor Information

We are not using any subconsultants on this contract. If this were to change, we will not include additional team members without the County of Santa Barbara's approval.

### Financial Stability

MNS is a financially stable firm with no outstanding debts or credit issues. We have provided infrastructure consulting services for more than 60 years. We have a depth of staff resources in construction management, civil engineering, and land surveying to support any project. MNS has no conditions (e.g. bankruptcy, pending litigation, planned office closures, impending mergers) that may impede our ability to complete the Project.

### Why Choose MNS?

MNS' substantial client base is comprised of public agencies throughout California. Our focus is, and always has been, in providing services for these agencies. With this experience, we provide a substantial informational resource for our clients.

MNS provides land surveying services, civil engineering design, and construction management services for transportation and water projects, and development review for public agencies. Our departments cross-collaborate daily—supporting and learning from each other's challenges and successes. This gives our team a well-rounded knowledge base, so we can provide better service. We are an industrious team; we pride ourselves in providing quality products and services. Our greatest reward is your satisfaction.

***Demonstrated Project Success.*** As a firm, our measure of success is the long-standing relationships we maintain with our clients. This section showcases the MNS team's project experience and client references.

## MONUMENT PERPETUATION

Client	County of Santa Barbara
Contact	Eric Pearson, Construction Engineer 805.681.5686   epearso@cosbpw.net
Survey Cost   Dollar Value   Funding	\$122K   County Funded
Dates of Service	04/2020 - 08/2022
Personnel	Mark Reinhardt, James Ryan, Fred Tice, Chris Vandrey, Shane Sobecki, Richard Sleeman, Justin Dickerson, Hector Perez, and Jake Yost

MNS is currently providing surveying services for the perpetuation of monuments in Montecito. Phases of the project include pre-construction field work, pre-construction corner records, and filing of pre-construction corner records. Services consist of a search for record monuments, including the entire street length and visually searching for any monuments within the pavement overlay areas; maintaining the corner record tracking sheet; submission of all reconnaissance and inspection information; tie-out notes, sketches, and field books; and prepare and file a corner record survey with the County. Sites include Toro Canyon Road (approximately 3,500 linear feet), Greenwell Avenue (approximately 1,500 linear feet), and Santa Monica Road (approximately 1,100 linear feet).

Additional sites added to the contract include Greenwell Road monument tie-out and roadway paving; Thomas Fire and 1/9 Debris Flow Disaster in the 1st Supervisoral District road repairs; and FY 2018/2019 2nd, 3rd, and 4th Supervisoral District hardscape repairs.



## ON-CALL SURVEY SERVICES

Client	City of Pasadena, CA
Contact	Yannie Wu-Bowman, PE, Principal Engineer 626.744.3762   ywu-bowman@cityofpasadena.net
Survey Cost   Dollar Value   Funding	Various. Provided with individual project descriptions   City Funded
Dates of Service	2015 – current
Personnel	Chris Vandrey, Fred Tice, Shane Sobeki, Bob Starr, Justin Dickerson, Hector Perez, and Jacob Yost

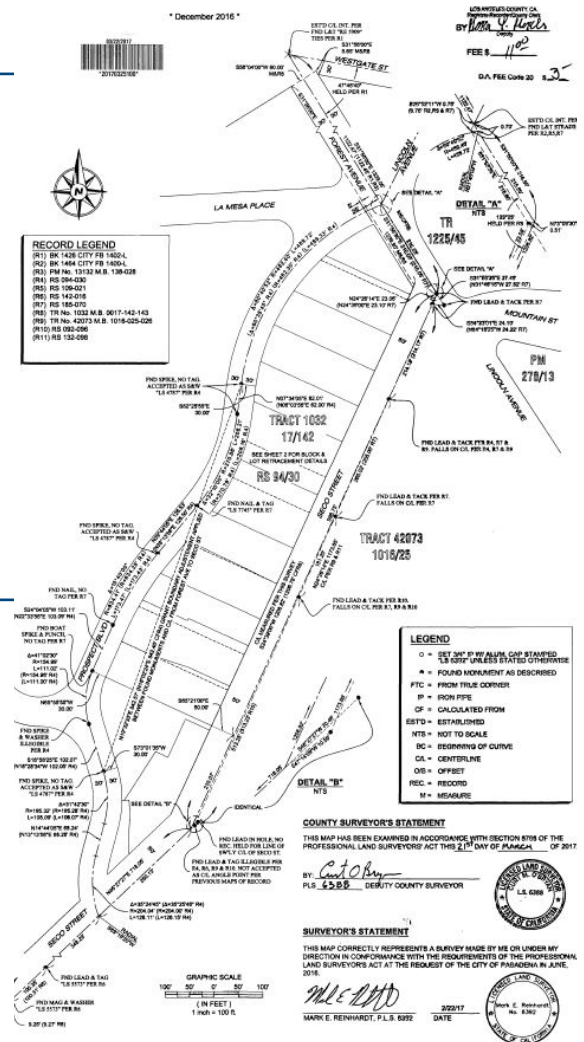
MNS was selected in 2015 to provide City Surveyor services. Since then we have provided review services for dozens of Parcel Maps and Tract Maps and a variety of other tasks including an extensive retracement of approximately 1,100 feet of disputed City R/W and adjacent property corners, street topographic mapping, monument preservation, legal descriptions and exhibits, and field mapping for encroachments into City property. As part of this contract, MNS completed the following projects:

### Seco Street

This project was for the retracement of a 1,400-foot segment of Seco Street R/W and reestablishing the property corners for 14 adjacent properties. The historic mapping and surveys date back to the late 1800s and continue into the first decade of 2000. MNS performed extensive research into recorded maps, City records, and Caltrans records. Several alternate potential solutions to the R/W and boundary line locations were performed in an attempt to conform to the recorded maps in the area. The project resulted in soundly resolving several disputed property lines and R/W lines that had been in dispute for over 30 years. A record of survey was recorded to document this important survey. (Survey Cost/Dollar Value: \$25K/N/A)

### Private Development Review

MNS has acted as the City Surveyor for Pasadena in many areas of private development review including subdivision maps, easement document preparation and review, Lot Line Adjustments, Certificates of Compliance, and Lot Mergers to name a few. MNS has also assisted City staff implement and maintain a survey monument inspection and reporting process for all new subdivisions in the City. (Survey Cost/ Dollar Value: Various)



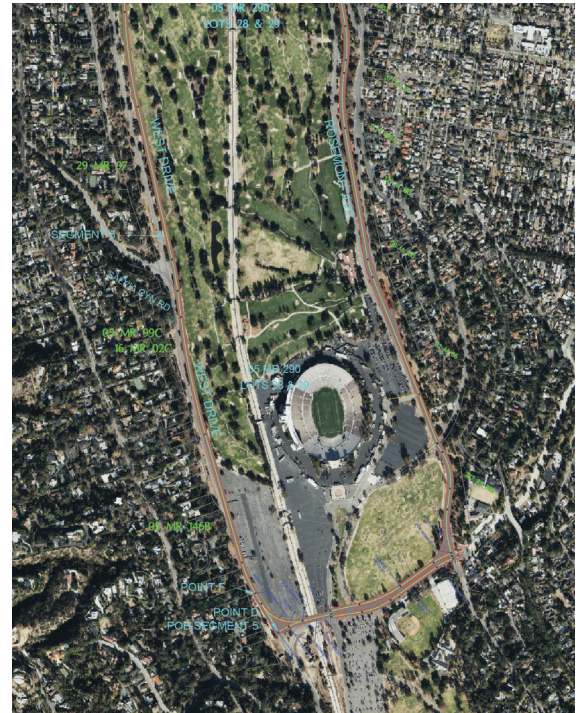


## Rose Bowl Loop Road Legal Description

The City needed to establish official alignments of streets around the Rose Bowl. West Street, Washington Boulevard, and Rosemont Drive were all existing roads but no official document showing their alignment existed. None of the streets were officially designated as City streets primarily because all of the property around the Rose Bowl is City-owned.

MNS conducted field work for 3.2 miles of road improvements to define the alignment of the existing roads. A base map was prepared to serve as the foundation for the newly established road alignments and also for the plat accompanying the legal description.

Once accurate road alignments were established, MNS composed legal descriptions of the paved areas. MNS worked with City staff and the exhibits were eventually used for the official establishment of West Street, Washington Boulevard, and Rosemont Drive. (Survey Cost/Dollar Value: \$17K)

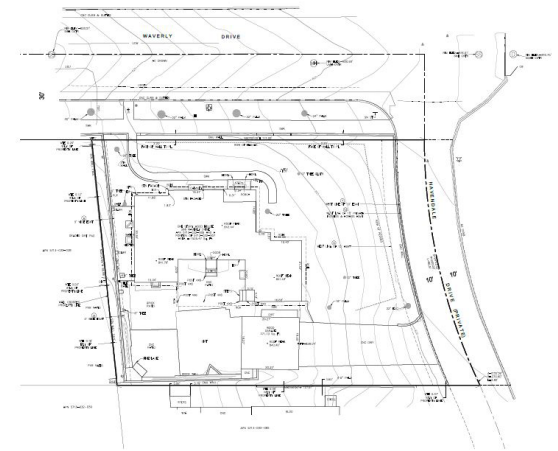


## Waverly Drive ALTA Survey

The City took an opportunity to acquire a property on the west side. The property was a residential site located on Waverly Drive. To complete the transaction, an ALTA/ACSM survey map was required.

MNS conducted field work to accurately map all structures and improvements on the property as well as determine the R/W and property boundaries for the subject property and adjacent parcels.

MNS also prepared the ALTA survey map to assist with closing escrow. We reviewed the title report to confirm the legal description of the property. We also reviewed and mapped all existing easements and identified critical elements of the property as required by surveying ordinances pertaining to ALTA/ACSM maps. (Survey Cost/Dollar Value: \$10K)





## ON-CALL SURVEY SERVICES



Client	City of El Segundo, CA
Contact	Lifan Xu, City Engineer 310.524.2368   lxu@elsegundo.org
Survey Cost   Dollar Value   Funding	Various. Provided with individual project descriptions   City Funded
Dates of Service	2020 – current
Personnel	Chris Vandrey, Fred Tice, Richard Sleeman III, Justin Dickerson, and Hector Perez

MNS was selected by the City to serve as the prime consultant for the City's On-Call Survey needs. Notable projects for this on-call include:

### El Segundo Boulevard Improvements

El Segundo Boulevard is a major six-lane east-west arterial with a median from Isis Avenue to Pacific Coast Highway (PCH). The roadway corridor is mixed with commercial properties and aerospace campuses. This \$8M project will rehabilitate the existing pavement throughout the 1.5-mile corridor. The project includes removing existing mature ficus trees in the median and developing a landscaped median. El Segundo Boulevard will require Americans with Disabilities Act (ADA) compliant driveways and curb ramps and pedestrian crossings at the intersections; traffic signal modifications; and dedicated bicycle facilities including bicycle detection. The project will also enhance bicycle safety on Nash Street from Imperial Highway to El Segundo Boulevard and Douglas Street from Imperial Highway to Rosecrans Avenue. The project will incorporate stormwater structural Best Management Practices (BMPs) for the project corridor. (Survey Cost/Dollar Value: \$46K/\$465K)

### Raytheon Complex-Tract Map Review

Several existing parcels at the Raytheon complex in El Segundo were the subject of a merger and re-subdivision Tract Map. This subdivision project involved several Metropolitan Transit Authority (MTA) parcels within the subdivision boundary that were not a part of the subdivision. This map also re-aligned an existing R/W that will eventually serve as a major thoroughfare in El Segundo. (Survey Cost/Dollar Value: \$14K/N/A)

### Pacific Commons Mixed Use Project-Tentative Tract Map Review

This tentative Tract Map review covered several existing parcels at the site known as the Pacific Commons in El Segundo. This multi-page map had 30+ existing easements and also proposed to dedicate additional R/W to the City. MNS also provided review comments for map related items in the Conditions of Approval for the project. (Survey Cost/Dollar Value: \$5K/N/A)



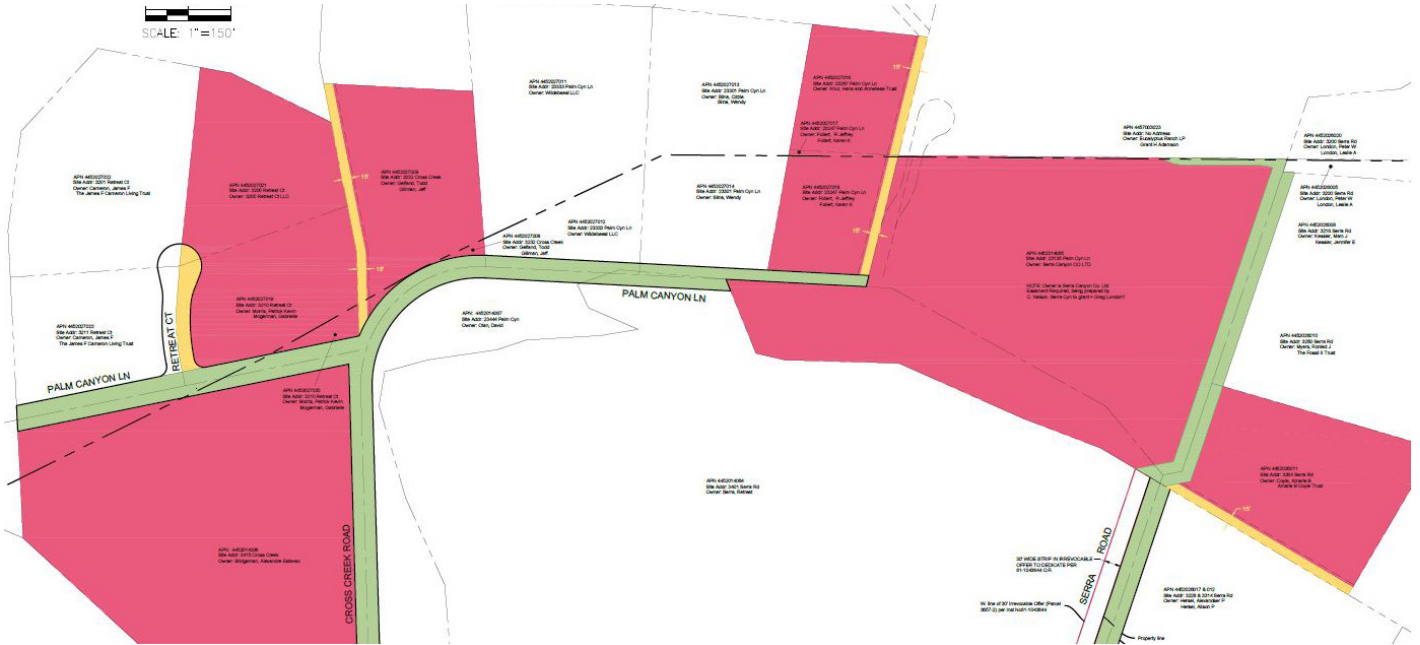
## ON-CALL SURVEY SERVICES

Client	City of Malibu, CA
Contact	Rob DuBoux, PE, Public Works Director/City Engineer 310.456.2489 x339   rduboux@malibucity.org
Survey Cost   Dollar Value   Funding	Various. Provided with individual project descriptions   City Funded
Dates of Service	2021 – current
Personnel	Chris Vandrey, Shane Sobeki, Bob Starr, and Mark Reinhardt

MNS has acted as the City Surveyor for Malibu in many areas of private development review including subdivision maps, easement document preparation and review, lot line adjustments, certificates of compliance, and lot mergers to name a few. MNS has also assisted City staff on R/W projects and general survey map and document research for private and City-owned properties.

### Civic Center WWT Facility Phase II

The City of Malibu initiated a large-scale sewer and wastewater pipeline construction project in 2021. MNS researched historic deeds, maps, and easement documents for properties along the pipeline corridor to determine existing utility rights and to identify areas where utility rights were needed. We significantly reduced the easement acquisition effort by identifying several corridors where one entity had the authority to grant an easement over the entire corridor instead of requiring individual grants along the same corridor by each adjacent owner. MNS generated easement reports as well as a project-specific GIS to assist the City with the planning and design of the system. MNS also assisted in the development of grant language for the easement grants and prepared 32 easement deeds with legal descriptions and exhibits. (Survey Cost/Dollar Value: \$30K/N/A)







## ON-CALL SURVEY SERVICES

Client	City of Thousand Oaks, CA
Contact	Mike Tohidian, PE, LEED AP, Senior Engineer 805.449.2516   mtohidian@toaks.org
Survey Cost   Dollar Value   Funding	Various. Provided with individual project descriptions   City Funded
Dates   Status	2020 – current
Personnel	Shane Sobecki, Fred Tice, Richard Sleeman III, Bob Starr, Justin Dickerson, Hector Perez, and Jacob Yost

MNS was selected by the City to serve as the prime consultant for the City's On-Call Survey needs. Notable projects for this on-call include:

### **Conejo School Road and Willow Lane Sidewalk/Bike Improvements Los Feliz Drive Sidewalks Project**

This \$4.5M project designed approximately 1.1 miles of pedestrian and Class II bicycle lane facilities on Conejo School Road and Willow Lane between Hillcrest Drive and Hampshire Road. Services included preliminary and final design, environmental document, public outreach, and R/W property easements for roadway widening, retaining walls, driveway reconstruction, sidewalk and sidewalk infill construction, bicycle and traffic lane striping and markings, curb ramp construction and reconstruction, pedestrian signals, landscaping, pavement rehabilitation, water facility upgrades, storm drain improvements, and stormwater treatment facilities (infiltration trench and bioswales).

A Caltrans Encroachment Permit was obtained for design and construction activities as the Conejo School Road travels under the US 101. Minimizing the impact on private property owners when obtaining permanent and temporary construction easements was critical since coordination and acquisition of easements drive the project schedule. Due to the Active Transportation Program (ATP) and Congestion Mitigation and Air Quality (CMAQ) funding for the project, all R/W acquisition must follow federal guidelines. (Survey Cost/Dollar Value: \$882K/\$4.5M)

### **Westlake Boulevard (State Route 23) Sidewalk and Bicycle Lane Improvement**

The City received Federal Highway Safety Improvement Program (HSIP) grant funding to improve pedestrian and bicycle safety on Westlake Boulevard (State Route 23) from Triunfo Canyon Road to the northbound US 101 ramps (approximately 1.1 miles). Safety improvements included:

- New sidewalks
- Separate decompressed granite path
- Sitting areas
- Retaining walls
- Curb ramps and curb ramp modifications
- Rectangular rapid flashing beacons
- Traffic signal modifications and
- Enhanced bicycle lane signing
- Striping and marking

MNS conducted additional field surveying to locate all survey monuments that might be disturbed during construction. (Survey Cost/Dollar Value: \$99K /\$250K)



## ON-CALL SURVEY SERVICES

Client	City of Goleta, CA
Contact	Charles Ebeling, Public Works Director 805.961.7569   cebeling@cityofgoleta.org
Survey Cost   Dollar Value   Funding	Various. Provided with individual project descriptions   City Funded
Dates of Service	2002 – current
Personnel	Chris Vandrey, Mark Reinhardt, Fred Tice, Shane Sobecki, Bob Starr, Justin Dickerson, Hector Perez, and Jacob Yost

The City of Goleta was incorporated in 2002, and MNS has provided private development review and field surveying services for them since that time. Typical projects include tentative maps, parcel maps, tract maps, and field surveys for Capital Improvement projects. As part of this contract, MNS completed the following projects:

### **Ekwil Street and Fowler Road Extensions and Roundabout Project**

This \$16.7M project designed two new roadway corridors to improve traffic flow within the City of Goleta between State Route 217 and the Santa Barbara Municipal Airport. This project also involved two new roundabouts at the Hollister Avenue/State Route 217 interchange and a new bridge over San Jose Creek. Surveying involved an aerial topographic map, extensive ground-based topographic surveys, utility surveys, monument recovery to assist in the R/W engineering, and retracement of 41 parcels, 10 roadway and highway segments, and numerous easements along with the preparation of approximately 45 legal descriptions and plats for acquisition, and preparation of three records of survey to be used as references for the various legal descriptions and easements along the new roadways. MNS recommended and later prepared three Records of Survey to be used as references for the various legal descriptions and easements along the new roadways; this provided and expedited the preparation of legal descriptions once the acquisition elements of the project were specifically identified and the acquisition effort became the critical path of the project. (Survey Cost/Dollar Value: \$870K/\$16.7M)

### **Ellwood Mesa Open Space Encroachment Survey**

This MNS survey team investigated a possible encroachment of private property improvements and material dumping in the City's Ellwood Mesa Open Space parcel. We researched survey maps and easement documents for seven properties adjacent to the open space parcel. MNS field crews also located survey monuments and several walls, fences, landscaping, and other various private property improvements. A topographic map and boundary map were prepared for the project and submitted to the Open Space Manager and City Attorney for review. (Survey Cost/Dollar Value: \$10K /\$10K)



## ON-CALL SURVEY SERVICES

Client	City of Carpinteria, CA
Contact	John L. Ilasin, PE, Public Works Director/City Engineer 805.684.5405   johni@ci.carpinteria.ca.us
Survey Cost   Dollar Value   Funding	Various   City Funded
Dates of Service	1974 – current
Personnel	Chris Vandrey, Mark Reinhardt, Fred Tice, Shane Sobecki, Bob Starr, Justin Dickerson, Hector Perez, and Jacob Yost

The City of Carpinteria is a beach-oriented community bisected by US 101 in southern Santa Barbara County. The City's Department of Public Works has a limited full-time staff and utilizes consultants to assist the City in a variety of ways. MNS has served as City Surveyor for over 40 years and has provided the following types of services:

- Map checking services, working closely with the City Community Development Planners.
- Technical review, title reports, legal descriptions, conveyance deeds, and other documents, and conformance with the conditions of approval.
- Maintenance of forms, certifications, statements, and other documents typically used for private development projects, including voluntary mergers, lot line adjustments, modifications to deeds of trust, partial reconveyance documents, easement deeds, etc.





## ON-CALL SURVEY SERVICES

Client	County of Santa Barbara, Lake Cachuma Operation and Maintenance Board, City of Malibu, City of Santa Barbara
Contact	Caitlin Walker, Project Engineer (for Gibraltar project) 805.897.1908   cwalker@SantaBarbaraCA.gov
Survey Cost   Dollar Value   Funding	Various   Agency Funded
Dates of Service	1991-current
Personnel	Chris Vandrey, Shane Sobecki, Mark Reinhardt, Fred Tice, Justin Dickerson

MNS has provided mapping of the floors of water bodies including reservoirs, streams, and ocean. The County of Santa Barbara conducted several emergency dredging projects for Atascadero, San Pedro, and San Jose creeks from the outlet into the Pacific Ocean, upstream to their confluences and 1,500 feet upstream into each channel. MNS provided pre- and post-dredging cross-sections used for grant applications, bidding, and later for payment by quantity removed.

The City of Malibu implemented a program to re-evaluate the FEMA model for shoreline flooding along a few miles of shoreline. MNS provided transects from about 200' inland to minus 8' elevation. The offshore was conducted by wading and up to 40' of swimming with long rod to obtain sufficient data.



The City of Santa Barbara owns and operates Gibraltar Reservoir located in a remote portion of Los Padres Forest. MNS has provided the bathymetric survey and volume report since 1991. The mapping is conducted every three years to monitor the often rapid siltation. In the past 10 years the frequency of mapping has increased due to evaluations needed because of fires and flooding.

MNS has an excellent working relationship with a bathymetric subconsultant whom we employed for the data collection on this project and on several other reservoir projects for which we have mapped and developed area and volume reports. These include Lauro Canyon Reservoir and Cachuma Reservoir, a very large reservoir for which we also conducted aerial mapping to best define the areas of study that were above water level.

We can implement single-beam and multi-beam sonar data collection systems along with shoreline mapping Lidar taken from the same vessel that is conducting the bottom mapping.



# 2 | Section 2. Staffing

**Principal-in-Charge/  
Principal Surveyor**  
James Ryan, PLS

**MNS ENGINEERS**  
**Project/Contract Manager and Principal Surveyor**  
Chris Vandrey, PLS, CFedS

**Technical Advisor**  
Mark Reinhardt, PLS

## ON-CALL SUPPORT TEAM

### MUNICIPAL SURVEYING

*Principal Surveyor*  
Chris Vandrey, PLS, CFedS   
*Associate Project Surveyor/Digital  
Terrain Modeler*  
Richard Sleeman III  
*Supervising CADD Technician/  
Digital Terrain Modeler*  
Bob Starr

### CONSTRUCTION SURVEYING

*Principal Surveyors*  
Fred Tice, PLS   
Shane Sobecki, PLS, EIT   
*Associate Project Surveyor*  
Richard Sleeman III  
*Supervising CADD Technician*  
Bob Starr  
*Certified Party Chief/Chainperson*  
Justin Dickerson  
*Party Chief/Chainperson*  
Hector Perez  
*Survey Technician*  
Jacob Yost

### R/W ENGINEERING/ GENERAL SURVEYING

*Principal Surveyor*  
Shane Sobecki, PLS, EIT   
*Associate Project Surveyor/Digital  
Terrain Modeler*  
Richard Sleeman III  
*Supervising CADD Technician/  
Digital Terrain Modeler*  
Bob Starr  
*Party Chief/Chainperson*  
Justin Dickerson  
Hector Perez  
*Survey Technician*  
Jacob Yost

### KEY TEAM MEMBERS

Key team members are designated with this icon . MNS understands key team members will not be replaced without the County's approval.

Our survey team is a well-functioning group who support each other in providing high quality and well-thought-out project deliverables. We are all proud of our work and do not accept providing anything but efficient and timely service and quality deliverables. Our Project Managers have a combined over 100 years of experience, and in addition to project management, provide mentoring and quality standards to our staff. Our office staff receives training for computer-aided drafting and design (CADD), global positioning system (GPS), geographic information system (GIS), and other support software; we provide special training sessions. We have developed various resources online for data useful to our work. Our field staff are experts in the use of Robotic Total Stations and GPS surveys. Each team member can operate solo when conditions warrant it, providing for field efficiencies.

**OFFICE LOCATION:** Work will be performed from the MNS Santa Barbara Corporate office.

**TEAM AVAILABILITY:** The MNS team has the availability and depth of services needed to quickly respond to the project needs. We have sufficient staffing in all survey disciplines to efficiently address your needs. We also have overlapping experience so that workloads can shift if accommodations are necessary. Non-Key Staff are detailed on the follow page. Key Staff are detailed in Section 3.

**POINT OF CONTACT.** Chris Vandrey, PLS, CFedS will function as the County's point-of-contact.



## NON-KEY STAFF

EMPLOYEE/ROLE	SUMMARY	EXP (Yrs)	AVAILABILITY (% Available   % Committed)	LOCATION
<b>Mark Reinhardt, PLS</b> Technical Advisor	Mr. Reinhardt oversees MNS' surveying activities and has managed survey projects for municipalities across California.	<b>38</b>	50%   50%	Santa Barbara, CA
<b>Richard Sleeman III</b> Associate Project Surveyor/Digital Terrain Modeler	Mr. Sleeman has overseen and participated in projects concerning ALTA, architectural/topographic, construction layout, and boundary surveys from Santa Barbara to Los Angeles counties.	<b>14</b>	50%   50%	Santa Barbara, CA
<b>Bob Starr</b> Supervising CADD Technician/Digital Terrain Modeler	During the past 10 years, Mr. Starr has dedicated himself to computer-aided design and drafting, and geographical information systems and their mapping applications within the land surveying and civil engineering fields.	<b>34</b>	50%   50%	Buellton, CA
<b>Justin Dickerson</b> Certified Party Chief/Chainperson	Mr. Dickerson is a certified Party Chief and has experience in land surveying and development/project management including eight years in construction.	<b>21</b>	50%   50%	Santa Barbara, CA
<b>Hector Perez</b> Party Chief/ Chainperson	Mr. Perez is a certified Party Chief who has spent his career in land surveying, construction layout staking, boundary topographic, and construction layout surveying.	<b>20</b>	50%   50%	Santa Barbara, CA
<b>Jacob Yost</b> Survey Technician	Mr. Yost has experience in the construction industry working on various transportation and water/wastewater projects.	<b>9</b>	50%   50%	Santa Barbara, CA

## 3

## Section 3. Organization and Approach



MNS believes that project management is rooted in frequent communication and proactive planning. Our proposed team follows this philosophy and is ready and available to serve the County of Santa Barbara on this contract.



### Staffing Summary

#### James Ryan, PLS

##### Principal-in-Charge and Principal Surveyor

For this contract, James will serve as Principal-in-Charge. He will oversee project delivery and provide general guidance on all survey tasks for the County.

#### Chris Vandrey, PLS, CFedS

##### Project/Contract Manager and Principal Surveyor

For this contract, Chris will serve as Project Manager and your main point of contact. Chris is also serving as the Principal Surveyor for Municipal Surveying where he will perform or supervise subdivision map checking and any other development related documents and plans.

#### Fred Tice, PLS

##### Principal Surveyor for Construction Surveying

For this contract, Fred will serve as a Principal Surveyor for Construction Surveying. He will be responsible for managing all construction related survey tasks and will schedule and supervise MNS field survey crews.

#### Shane Sobecki, PLS, EIT

##### Principal Surveyor for Construction Surveying and General Surveying

For this contract, Shane will serve as Principal Surveyor for General Surveying needs. He will be responsible for managing capital improvement related projects and coordinating with County staff on design projects requiring topographic, boundary, and property title tasks.



## Composition of Staff

MNS' survey team is comprised of a full breadth of surveyors including:

- California Licensed Land Surveyor
- Principal Surveyors
- Associate Project Surveyor/Digital Terrain Modeler
- CADD Technicians
- Certified Party Chief
- Chainperson
- FAA Licensed Drone Pilot
- Certified Federal Surveyor

## Number of Staff

MNS has nearly 200 full-time employees. For this team, we have dedicated 10 experienced surveyors to meet the needs of the County.

## Office Locations

MNS has nine offices. This contract will be serviced by our headquarters office, located in the City of Santa Barbara.

## Key Staff



### **James Ryan, PLS** | Principal-in-Charge (PIC)/Principal Surveyor

Mr. Ryan's experience includes serving as Chief Surveyor and Acting City and County Surveyor on multiple projects for the City and County of San Francisco's Public Works, Port and Public Utilities Commission.

22 Years of Experience

60% Available | 40% Committed

📍 Santa Barbara, CA



### **Chris Vandrey, PLS, CFedS** | Project/Contract Manager/Principal Surveyor (Municipal Surveying)

Mr. Vandrey specializes in municipal surveying services and served as the County Surveyor for San Mateo County where he established a reputation for efficient project delivery.

19 Years of Experience

60% Available | 40% Committed

📍 Thousand Oaks, CA



### **Shane Sobecki, PLS, EIT** | Principal Surveyor (R/W/General, Construction Surveying)

Mr. Sobecki manages survey projects in all categories across the firm and has served as Principal Project Surveyor for public and private clients. He has over a decade of experience with these types of clients in the southern California area.

19 Years of Experience

50% Available | 50% Committed

📍 Santa Barbara, CA



### **Fred Tice, PLS** | Principal Surveyor (Construction Surveying)

Mr. Tice has spent his career in survey project management, team leadership, and client relationships and used to be an instructor for the Southern California Surveyors Joint Apprenticeship Committee.

45 Years of Experience

30% Available | 70% Committed

📍 Santa Barbara, CA





# 4

## Section 4. Statement of Work

### Project Understanding

MNS understands the County is seeking professional and qualified land surveying consultants experienced in working with municipalities to support their general survey services related to the design and construction of the capital improvement program for storm sewers, sanitary sewers, streets, parks, miscellaneous buildings, and other miscellaneous projects. This on-call contract will provide services on an as needed basis for a five-year period.

The survey team selected will have expertise in providing typical services such as topographic surveys (aerial, ground, LIDAR), property boundary, easement and R/W retracements, research of public records, hydrographic surveys, precise leveling, GPS surveys, legal description writing, record of survey preparation, monument preservation, and private development review of tract and parcel maps, lot line adjustments, mergers, etc.

For projects involving subconsultants such as aerial mapping consultants, the team will provide oversight of and be responsible for the work performed by the subconsultants.

### Project Initiation

The County will initiate the request for services for a given project or task. We will correspond with the County to obtain a good understanding of the project/task requirements.

### Project Scope, Schedule, and Fee

Our Project Manager will prepare a scope of work to clearly identify the task(s) to be performed, the specific deliverables for the task(s), a schedule for completion of task(s),

the estimated cost for the task(s), and a combined total, not-to-exceed cost.

For map review projects, the Principal-in-Charge will initially meet with the County Project Manager to review the typical estimated costs for the majority of map reviews. This amount is not to be exceeded without prior approval from the County and a substantial reason for exceeding.

All projects will utilize the appropriate levels of staff to competently and efficiently complete their assignments.

The Project Manager and individuals to be assigned to the task(s) will be identified with their titles. Subconsultants, if any, will be identified for their portion of the work. Any particular standards or procedures required will be identified in the scope of work description. All Critical Project Elements as identified in the following section will be incorporated into the scope.

### Critical Project Elements

#### Typical Survey Tasks for Non-Construction Projects

- Project datums and sources identified. Typical horizontal and vertical datums used are City, County, NGS, and Caltrans. In non-critical, isolated small projects, assumed datums may be acceptable to provide efficiency. This will be confirmed by the County prior to commencing work.
- For topographic mapping, map scale, accuracy, and contour interval are identified.
- Field equipment and procedures are established for desired accuracy, detail, and efficiency.
- Project limits are identified.
- Level of mapping detail is identified.
- Critical boundary and R/W are identified.
- Non-critical boundaries, R/W level of accuracy requirements, and acceptable resources are identified. Typically, project base maps require, for instance, R/W lines.



- If the project will be confined within the paved road, R/W can at times be per record data and best fit or from a geographic information system (GIS) source. The source will be identified on the map and an advisory if the design will require construction in close proximity to the R/W line; that line must move to the critical R/W status and be formally retraced.
- Easement research and retracement needs are identified. The need for title reports is assessed.
- CADD mapping standards are identified. These can be in-house or County specified.
- Utility mapping requirements are identified. Critical items may include location of visible utilities, manhole dipping, underground service alert (USA) markings, and atlas procurement from utility companies. In some cases, as needed, we contract with an underground utility locating company to positively identify locations, type, and condition in the case of sewer and storm drain video inspection.
- Access issues determined and access permits acquired as needed.
- Safety issues are considered. Traffic control is implemented as needed. Special, off-peak traffic working hours may be incorporated for crew safety.
- Scanning may be incorporated for safety and efficiency.

## Construction Projects

**Plan Verification.** Construction staking assignments begin with verifying the plans are the current, approved plans. We often receive electronic drawings, which we carefully compare against the hard copy approved plans. We will note any discrepancies and address them with the design consultant.

**Project Controls.** Prior to commencing construction layout work, our first field assignment is to check and verify project horizontal and vertical control. Our field team will independently survey this control. We will provide a project control report for use by the construction staking surveyor.

**Conforming Ties.** We will identify all tie-in points where new construction conforms to the existing in order to eliminate any discrepancies that we may encounter.

**Safety.** Safety issues are considered. Traffic control is implemented as needed. Special, off-peak traffic working hours may be incorporated for crew safety.

**Survey Request Authority and Timing.** Prior to commencing work, we will establish the person or persons authorized to request staking, monitoring, or other tasks with the County. We will also establish a preferred lead time to ensure availability and preparedness.

## Proposed Approach/Methodology

### General Surveying Approach

#### Project Commencement

The project will commence upon completion of all contractual documents. No work will be performed until the County has issued a signed Task Order for a given project.

#### Kick-off Meeting and Project Development Meetings (optional)

Often the survey tasks can be efficiently scoped and completed without the need for a formal kick-off meeting. However, longer term projects and projects involving other disciplines will often benefit from a kick-off meeting and subsequent project development team meetings. We are prepared to attend, and if necessary, assist in leading the meeting(s) with the County by preparing agendas with task assignments, schedules, lines of communications, and identifying challenges and concerns.

#### Project Processing

The project will proceed under the management of the Project Manager, providing guidance to the team and quality assurance and quality control for the products. The Project Manager will provide updates as deemed necessary or as requested by the County. The Project Manager will track the schedule and budget to ensure the project functions as anticipated. Issues that arise and need guidance from the County will be addressed in a timely manner.

#### Project Closure

Deliverables will be prepared, final reviewed by the Project Manager, and submitted to the County. The Project Manager will respond promptly to any questions or requests for clarification, edits, etc. by the County and address them immediately. The County will provide



a letter or e-mail stating the project requirements have been met. The Project Manager will be available following acceptance of the project by the County to clarify any item on the deliverables where questions may arise during the use of the data.

## Land Development Review Approach

### Project Review Procedures

Upon receiving a project from the County, we log the submittal into our spreadsheet and assign a tracking number. We also set a target due date that falls prior to the State-mandated deadline for response. The submittal is reviewed for completeness. Once the submittal is deemed substantially complete, we conduct the first thorough review. MNS will prepare a redlined map (or redlined documents for non-map projects) and a separate text document listing the review comments. We can work with hard copy submittals but find that Adobe Acrobat PDF submittals are very efficient—we encourage this type of submittal. Each task assigned contains folders and subfolders for each submittal and for each subsequent review. We will send our comments directly back to the County whereby the County will review and forward to the project surveyor. All projects will be reviewed by a licensed surveyor and QA/QC review performed by a second, licensed surveyor.

Our processing of discretionary projects includes review of the conditions of approval to ensure the final approved package conforms to the conditions with respect to the work for which we are responsible.

## Critical Project Elements Identified

### Capital Projects

- Understanding of project goals and required deliverables.
- Project datums and sources.
- Mapping scale, accuracy, and contour interval.
- Field equipment and procedures for desired accuracy, detail, and efficiency.
- Project limits.
- Level of mapping detail.
- Critical and non-critical boundaries and R/W.
- Easement research and retracement.

- Title reports requirements.
- CADD mapping standards.
- Utility mapping requirements.
- Access issues determined and access permits acquired as needed.
- Safety issues are considered. Traffic control is implemented as needed. Special, off-peak traffic working hours may be incorporated for crew safety.
- Scanning may be incorporated for safety and efficiency.

## Cost Control and Budgeting Methodology

### Communication with the County and Consultants.

MNS has developed methodical and effective procedures for delivering our surveying services in a cost-efficient manner. The key to organizational success is well-thought-out processes and well-documented, quality communications. The Principal Land Surveyor/Project Manager will maintain consistent communication with the City to ensure all parties are up-to-date on project status and progress. Each MNS Principal Land Surveyor/Project Manager has extensive knowledge of on-call surveying projects and can identify potential pitfalls and also find opportunities to make cost-effective decisions.

**One-Person Crew.** MNS utilizes a one-person survey crew when the site conditions allow. By leveraging modern survey equipment and technology, a one-person crew has proven to be productive and cost efficient.

**Project Manager Experience.** MNS will assign the same Survey Project Manager to projects close in proximity or to projects with a similar scope and deliverables as a previous project. By doing so, projects get off the ground faster and the Survey Project Manager's previous experience is helpful in anticipating the key steps to completing a project within the budget.



## 5

## Section 5. Resource Allocation

NON-KEY STAFF			
EMPLOYEE	ROLE/RESPONSIBILITY	UNIT	EST QTY
Chris Vandrey, James Ryan	Contract Manager	HR	400
Mark Reinhardt, Chris Vandrey, Shane Sobecki, Fred Tice	Licensed Land Surveyor (PLS)	HR	1,500
Justin Dickerson	Chief of Party	HR	2,000
Justin Dickerson, Hector Perez	Instrumentman	HR	2,000
Justin Dickerson, Hector Perez	Chainman/Rodman	HR	2,000
	Travel Rate	HR	2,000



## Section 6. Conflict of Interest and Litigation Statement

### **Conflict of Interest**

MNS has not conflict of interest to disclose for this contract.

### **Litigation**

In the past five years, MNS does not have any litigation information to disclose.



## Appendix A. Contract Agreement/Attachment A

MNS has reviewed the sample agreement and accept the terms. Additionally, our proposal will remain in effect for ninety (90) days following the date proposal submittals are due.



# Appendix B. Contractor Information Sheet

## Contractor Information Sheet

Name of Proposer MNS Engineers, Inc.

Business P.O. Box N/A

City, State, Zip N/A

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

City, State, Zip Santa Barbara, CA 93103

Telephone No. 805.692.6921 Fax No. 805.692.6921

~~Contractor~~ License No. Various License Classification Individual PE/PLS Licenses

Public Works Contractor Registration No. 1000003564

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

Contact Person Name Chris Vandrey, PLS, CFedS, Principal Land Surveyor

Contact Person Phone No. 805.722.2179 Mobile

Contact Person Email cvandrey@mnsengineers.com

Employer's Tax Identification Number 95-2080889



# Appendix C. Attachment C and DBE Form 10-01


## Exhibit 10-01 CONTRACTOR Proposal DBE Commitment

January 2019

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

1. LOCAL AGENCY: County of Santa Barbara 2. Contract DBE Goal: 0%
3. Project Description: On-Call Surveying Services
4. Project Location: County of Santa Barbara
5. CONTRACTOR's Name: MNS Engineers, Inc. 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
N/A			
<b>Local Agency to Complete this Section</b>		<b>11. TOTAL CLAIMED DBE PARTICIPATION</b>	<b>0 %</b>
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. CONTRACTOR's Ranking after Evaluation: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
_____ 21. Local Agency Representative's signature	_____ 22. Date	 _____ 12. Preparer's Signature	<u>10/26/2022</u> 13. Date
_____ 23. Local Agency Representative's Name	_____ 24. Phone	<b>Jeff Edwards</b> _____ 14. Preparer's Name	<b>805.331.4848</b> 15. Phone
_____ 25. Local Agency Representative's Title		_____ 16. Preparer's Title	





## Appendix D. Resumes

Name	Role	PG
James Ryan, PLS	Principal-in-Charge/Principal Surveyor	D-2
Chris Vandrey, PLS, CFedS	Project/Contract Manager and Principal Surveyor (Municipal Surveying)	D-4
Fred Tice, PLS	Principal Surveyor (Construction Surveying)	D-6
Shane Sobecki, PLS, EIT	Principal Surveyor (R/W Engineering and General Surveying)	D-8
Mark Reinhardt, PLS	Technical Advisor	D-10
Richard Sleeman III	Associate Project Surveyor/Digital Terrain Modeler	D-12
Bob Starr	Supervising CADD Technical/Digital Terrain Modeler	D-14
Justin Dickerson	Certified Party Chief/Chainperson	D-16
Hector Perez	Party Chief/Chainperson	D-18
Jake Yost	Survey Technician	D-20



## James Ryan, PLS

### Principal-in-Charge/Contract Manager



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Survey

#### Years of Experience

- 22 Total
- <1 With MNS

#### Licensing

- Professional Land Surveyor, CA No. 8630

#### Professional Development

- Supervisor Academy, City and County of San Francisco Public Works, 2020
- Subdivision Map Act, Mike Durkee, 2013
- Conference Workshops, California Land Surveyors Association, 2013
- Supervisor Academy, City and County of San Francisco Public Utilities Commission, 2012
- Conference Workshops, California Land Surveyors Association, 2012
- Surveyor Reports, Landon Blake and Mike Turnrose, 2012
- Ethics and Standard of Care, Dave Woolley, 2009
- Trimble Dimensions Workshops, Trimble, 2007
- Subdivision Map Act, Mike Durkee, 2006
- Conference Workshops, California Land Surveyors Association, 2006
- AutoCAD Land Desktop, AutoCAD Jump-Pilot, Fresno, CA, 2005

Mr. Ryan has over 22 years of progressively responsible surveying experience. Most recently, James served as the lead public works representative to guide developers, attorneys, and other city agency staff on all subdivision matters for large redevelopment projects in the City and County of San Francisco. His experience includes development agreements, subdivision applications and approvals, final map package reviews and recordings, and easement and dedication acceptance. James routinely represents divisions at Public Works Director's hearings, and he represents public works on subdivisions at Board of Supervisor hearings. His experience includes:

**Acting City and County Surveyor, City and County of San Francisco, CA. Surveyor.** James provided an essential leadership role overseeing division operations, contracts, and expenditures. James developed and maintained the annual budget and supervision field and office employees including Land Surveyors and Engineers. He also represented the division to collaborate with legislators on local codes, procedures and ordinances to assure adherence with the Subdivision Map Act and other state codes.

**City and County of San Francisco Public Works, CA. Chief Surveyor.** James served as liaison for the City and County Surveyor on large scale redevelopment projects including Park Merced, Candlestick Point, Hunter's Point, Treasure and Yerba Buena Island. He assisted developers, the Infrastructure Task Force, and other City agencies with navigating through the subdivision and mapping processes as they pertain to large scale developments.

**City and County of San Francisco Public Works, CA. Chief Surveyor.** James performed duties relating to managing work group to process, review, and approve all applications to modify real property within the City and County of San Francisco. This group is the lead agency that circulates and approves all applications that modify real property.

**City and County of San Francisco Public Utilities Commission, CA. Survey Associate.** James performed duties relating to estimating department scope of services, research, scheduling, supervising survey crews for surveying services on maintenance engineering and capital improvement projects.



## James Ryan, PLS | RESUME PG 2

**Baumbach & Piazza, Inc., Lodi, CA. *Project Manager.***  
James' responsibilities progressed from Field Technician, Senior Field Technician, Party Chief, to Project Manager during his 11 years with Baumbach & Piazza. Projects included commercial and residential planning and design.



## Chris Vandrey, PLS, CFedS

### Principal Project Surveyor



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Land surveying project management
- Municipal survey services
- Right-of-way services and documents

#### Years of Experience

- 20 Total
- 5 With MNS

#### Licensing

- Professional Land Surveyor, CA No. 8783
- Certified Federal Surveyor, No. 1734

#### Education

- Coursework, Los Angeles Pierce College and Los Angeles Mission College, CA

#### Professional Development

- Continuing education, Bureau of Land Management

#### Affiliations

- California Land Surveyors Association
- League of California Surveying Organizations

Mr. Vandrey has over 20 years of experience in land surveying, specializing in municipal surveying services in the last 10 years. Prior to MNS, Chris served as the County Surveyor for the County of San Mateo where he oversaw all the surveying and mapping services required for the Public Works Department and for various cities within the County. He is well versed with subdivisions, boundary surveys, legal descriptions, easements, geographic information systems (GIS), and drafting/Civil3D. He is knowledgeable in the Subdivision Map Act and other legislation related to surveying and understands how to apply local ordinances when working with different public agencies. He is known for improving processes and procedures to provide efficient solutions. Before beginning his career in land surveying, Chris served with the United States Marine Corps for six years. His experience includes:

**Municipal Surveying Services, Various Agencies, CA.** *Principal Municipal Surveyor.* Chris supports the MNS team to provide Municipal Surveying Services for several public agencies; some examples follow:

- **City of Morgan Hill.** MNS is currently reviewing a subdivision map for a 16-unit residential condominium project on Tennant Avenue in the City. This map has numerous existing easements, all of which need to be shown and described as required by the Subdivision Map Act. The map also contains a fee dedication to the City that requires additional statements on the first sheet also required by the Subdivision Map Act.
- **City of Walnut Creek.** MNS is processing the Parcel Map for the latest expansion to the John Muir Health campus in Walnut Creek. We are tasked with ensuring technical accuracy, compliance with State and local subdivision ordinance, and compliance with industry standard map preparation. Our team is reviewing the ten-page map that includes partial public easement abandonments, new public easement dedications and a complex subdivision boundary.
- **City of Salinas.** MNS has provided private development review for the City since 2015. Typical projects include parcel maps, tract maps, lot line adjustments and mergers. Along with several smaller projects we are reviewing multiple phases of the very large Monte Bella subdivision. As with all of our municipal clients, Chris has successfully transitioned into a key role with the City and won their confidence with his review work.



## Chris Vandrey, PLS, CFedS | RESUME PG 2

- City of Arroyo Grande.** MNS has provided private development review for the City since 2014. Typical projects include parcel maps, tract maps, lot line adjustments and mergers. With our wide range of experience and knowledge of procedures and formats with other cities, we assisted the City with improving and standardizing the forms used for Lot Line Adjustments, Voluntary Mergers, and Certificates of Compliance. Chris has taken charge of the majority of the review of these private development projects.
- City of Malibu.** In his relatively short time with MNS Chris has taken over much of the responsibilities of providing the City with contract City Surveyor services. He routinely manages the map checking, certificate of compliance reviews, lot line adjustments, etc. along with supporting the Public Works and Planning staff with special projects such as review of right-of-way (R/W) locations on development plans for accuracy and preparing legal descriptions for acquisitions. Chris recently participated in meetings with the City's Planning and Public Works staff along with the City Attorney to map the Conditional Certificate of Compliance course as it relates to the Local Coastal Plan and the City's Land Use Plan. We also presented key questions related to the historic subdivision map acts and local county ordinances as they relate to determination of compliance. The results of these meetings were a clear processing path and rules for consistent decisions on certain aspects related to parcel creation compliance.
- City of Pasadena.** MNS has served the City since 2015 and recently received a five-year contract to continue providing them with surveying and municipal services. MNS has provided review services for several Parcel Maps and Tract Maps, and a variety of other tasks, including an extensive retracement of approximately 1,100 feet of disputed City R/W and adjacent property corners, street topographic mapping, monument preservation, legal descriptions and exhibits and field mapping for encroachments into City property.
- City of Greenfield.** MNS has served the City of Greenfield since 2011 and continues to provide land surveying services including contract City Surveyor services. Chris manages the map checking, lot line adjustments, tentative map reviews, etc. He also supports the Public Works Department and Planning Department staff with special projects such as preparing legal descriptions for utility easements and preparing right-of-way exhibits to help the City determine where to place City signs. Chris also worked closely with the City Engineer and PG&E on

creating a detailed right-of-way and utility map for a major electrical undergrounding project.

**County of San Mateo, San Mateo, CA. County Surveyor.** For over six years, Chris served as the County Surveyor, responsible for overseeing map checking of records of survey and corner records. He also reviewed all subdivision maps in unincorporated San Mateo County (County). He oversaw field surveys for Public Works infrastructure projects. He established the County's GIS-based monument preservation program and the County's Public Works Projects GIS. In addition to being the lead surveyor for Public Works, Chris worked regularly with the County's Planning Department in reviewing applications for lot line adjustments, certificates of compliance and served on the committee to rewrite the County's subdivision ordinance. He worked closely with County Counsel on several land-related issues and has given expert testimony in court on behalf of the County. In his role as County Surveyor, Chris served as a consultant to the Real Property Division and to the Parks and Recreation Department supporting land acquisitions, easement abandonments, and preparing legal description for various projects. As part of his County Surveyor duties, he was the City Surveyor for the Cities of Daly City, Millbrae, and San Carlos for whom he conducted map and document reviews.

**City of Santa Clarita, Santa Clarita, CA. Map Checker and Field Surveyor.** Chris worked as a map and document reviewer for the City of Santa Clarita's (City) Development Services team. He reviewed tract maps, parcel maps, lot line adjustments, road abandonments, and other various development related documents. Chris also worked with planning staff to create and revise legal descriptions for special district boundaries. Chris played a key role in creating the City's first in-house Surveying Group. This group provided field surveying services for various City departments, including construction staking on capital improvement projects and monument preservation surveys.

**Private Company Experience, Antelope Valley and Encino, CA. Mapping and Surveyor Technician.** Chris' primary role was to prepare subdivision maps and run the daily operations of the field Surveying Group. He scheduled 10+ field crews for construction and boundary projects across Los Angeles County and parts of the Antelope Valley. Chris also provided plans and construction calculations for the field crews on several large-scale residential and commercial projects and provided the necessary equipment and data to field crews on a daily basis.



## Fred Tice, PLS

### Principal Surveyor (Construction Staking)



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Construction surveying
- Project management
- Aerial photography
- Roads and bridges
- Commercial/industrial
- Land development surveying

#### Years of Experience

- 45 Total
- 13 With MNS

#### Licensing

- Professional Land Surveyor, CA No. 7585

#### Certification

- Confined Space Awareness
- Certified Party Chief, Operating Engineers

#### Education

- Coursework, Santiago Community College, CA

#### Affiliations

- American Public Works Association
- California Land Surveyors Association

#### Awards

- 2016 ACEC Engineering Excellence Award of Merit, Rancho Road Interchange at Interstate 15
- 2014 APWA Project of the Year, Los Angeles Chapter, Newhall Avenue Roundabout at Main Street
- 2014 APWA Best Improvements for Traffic Safety, Newhall Avenue Roundabout at Main Street
- 2010 APWA Project of the Year, 8th Street Pedestrian Bridge Replacement

Mr. Tice is a professional land surveyor with considerable career experience in GPS surveying, boundary surveys, aerial control, topographic surveys, and grading and construction surveys. Fred has over 45 years of survey project management, team leadership, and client relationship skills. His experience has allowed him to specialize in surveying for several types of large-scale construction projects, including commercial and industrial sites, roads and bridges, entertainment parks, golf courses and resorts, seaports, and subdivision development. He was a survey instructor for the Southern California Surveyors Joint Apprenticeship Committee for several years. His experience includes:

**2022 Pavement Preservation Program, County of Sonoma, CA. Project Manager.** The project consists of asphalt concrete overlays (some sections including full-depth reclamation treatments as well), chip and slurry seals on various County roads. The project also involved associated flagging, traffic signal modification, metal beam guard rail, ditch maintenance, culvert replacement, traffic control and preparation required to construct the work, repairing pavement structural section, cold planning, shoulder backing along with delineation of the new pavement surface. MNS is providing construction management and land surveying services. Our surveying scope of services includes the following tasks:

- **Identification of Monuments:** located all monuments within the construction zone, from record documents, record maps, and right-of-way maps. Set reference points outside of the construction zone and tie the existing monuments.
- **Offsets:** set four offset markers per monument after paving or overall construction is complete, on an agreed schedule with County, to allow County's contractor to construct the new monument.
- **Punch and Record Monument:** once ongoing construction is complete, the monument will be punched and a corner record (pre-construction and post-construction) are filed at the County surveyors office.

**8th Street Pedestrian Bridge, City of Carpinteria, CA. Survey Project Manager.** This \$1M project replaced the pedestrian bridge over Carpinteria Creek with a 5.5-foot-wide and 161-foot-long, single-span, steel arch suspension bridge. Project elements included relocating a waterline and meeting permitting requirements for creek work. Funded by the State of California, this project adhered to Caltrans construction administration



procedures per the Local Assistance Procedures Manual. Responsibilities included supervising survey crews and completing field revisions due to changes in field conditions. APWA Project of the Year, Winner.

**Santa Barbara Airport Runway Pavement Rehabilitation, City of Santa Barbara, CA. Principal Surveyor.** This project required removing and grinding of 4,300 linear feet of existing runway and taxiway pavement and replacing with new asphalt concrete. Additional project elements included reapplying all runway striping and markings and replacing centerline of runway end monuments. MNS provided layout for the centerline of runway 15R-33L and adjacent taxiways for grinding and replacement. We provided as-built topography shots and mapping of final asphalt concrete. During our quality control and project planning we identified certain control inconsistencies and conflicts with plan elevations and cross section details. These were given to the design team and quickly resolved prior to construction, helping to avoid delays. Work was completed during airport operation hours and followed strict adherence to FAA requirements. Responsibilities included providing quality assurance/quality control.

**West Broadway Urban Village Improvements, City of Seaside, CA. Principal Land Surveyor.** This \$6.5M project completely reconstructs a half-mile roadway section. The work excavates the roadway and installs new drainage systems, a stormwater collection system, a 12-inch sanitary sewer, electrical systems for ornamental pedestrian and street lighting, sidewalks, Americans with Disabilities Act (ADA) compliant handicap ramps, pedestrian amenities, parking areas, landscaping, and irrigation facilities. The new roadway section consists of a Class 2 aggregate base and 6-inch hot mix asphalt (HMA) paved surface. New traffic control devices include signalized intersections, signage, and thermoplastic striping and marking.

**Los Osos Valley Road Interchange at US 101, City of San Luis Obispo, CA. Principal Land Surveyor.** This \$17M project constructed a new four-span, 370-foot-long, post-tensioned, cast-in-place (CIP) box girder bridge on Los Osos Valley Road (LOVR) over US 101; widened a three-span, 112-foot-long multi-plate bridge over San Luis Obispo Creek; and upgraded all four on/off-ramps at the US 101 interchange. The new interchange now provides two 12-foot-wide lanes for westbound traffic, two 12-foot-wide lanes for eastbound traffic, and pedestrian sidewalks and bike lanes in both directions. Additional project elements involved constructing retaining walls, Americans with Disabilities Act (ADA) ramps; drainage systems and embankments; traffic

control; paving jointed plain concrete pavement (JPCP) and hot mix asphalt (HMA); relocating utilities; and adhering to permit requirements. Beautification features included architectural treatment of the concrete barriers, ornamental lighting fixtures, permanent erosion protection, and creek restoration. Extensive public relations and outreach kept this active community informed. Field engineering adjusted the existing grade discrepancies and facilitated traffic flow. The project, constructed within City and Caltrans right of way, was performed in accordance with applicable City and Caltrans standards, methods, and procedures.

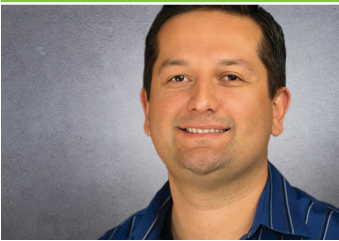
**Los Carneros Road Overhead Bridge Replacement at US 101, City of Goleta, CA. Survey Project Manager.** This \$6.3M project removed and replaced the existing three-span T-beam bridge over the Union Pacific Railroad (UPRR) tracks and reconstructed the approaches to the bridge. This project was constructed in multiple stages to accommodate traffic across the bridge throughout construction. The new bridge was a single-span, 78-foot-long, pre-stressed, pre-cast I-girder bridge supported on 30-foot-tall abutments founded on driven pipe piles. Additional construction elements included several large retaining walls, lightweight expanded polystyrene backfill behind the abutments, drainage systems, temporary shoring, and falsework. The work within the UPRR right-of-way required close coordination with the railroad from the initial submittal of falsework plans to the flagmen required throughout construction. Responsibilities included overseeing the construction surveying and staking throughout construction.

**Newhall Avenue Roundabout at Main Street, City of Santa Clarita, CA. Survey Project Manager.** This project created a main gateway to the historic Newhall commercial district and optimized traffic calming and pedestrian safety measures at this heavily traveled intersection. The design required traffic and pedestrian modifications, detours, and public information campaigns throughout the downtown area and the City. Both temporary and permanent pavement delineation, signage, temporary construction traffic control, and motorist information plans were provided. Special challenges included utility infrastructure, specialty lighting, detailed grading, and complex traffic calculations and turning movements. Land surveying included topographic survey, utility location, boundary, and right-of-way engineering. Winner of two awards—APWA Project of the Year and APWA Best Improvements for Traffic Safety.



## Shane Sobecki, PLS, EIT

### Principal Surveyor (Construction Surveying and General Surveying)



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Land surveying
- Construction surveying
- Topographic survey and mapping
- Boundary surveys
- ALTA/NSPS surveys
- Right-of-way engineering
- Legal descriptions
- Easements

#### Years of Experience

- 20 Total
- 10 With MNS

#### Licensing

- Professional Land Surveyor, CA No. 9041
- Engineer-in-Training, CA No. 141294

#### Education

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

#### Awards

- 2015 ACEC Engineering Excellence Award of Merit, Rancho Road Interchange at Interstate 15
- 2014 APWA Project of the Year, Los Angeles Chapter, Newhall Avenue Roundabout at Main Street
- 2014 APWA Best Improvements for Traffic Safety, Newhall Avenue Roundabout at Main Street

Mr. Sobecki has over 20 years of significant experience in land surveying. As Principal Surveyor, Shane plays a substantial role in managing and completing the firm's survey projects. He has over two decades of experience in private and public sector projects in the central and southern California area. His land surveying background includes tentative subdivision mapping, final maps, site plans, easements, legal descriptions, annexation exhibits, topographic mapping, 3D scanning, aerial surveys, construction staking, monitoring, records of survey, boundary surveys and right-of-way (R/W) retracements. Shane has proficient knowledge in the use of AutoCAD and other surveying software. His experience includes:

**US 101/State Route 154 North Interchange, County of Santa Barbara, CA. Project Surveyor.** This \$6.5M project designed and constructed a new interchange and bridge at the northern intersection of US 101 and State Route 154. Shane was the Project Surveyor responsible for supporting the Project Manager with aerial mapping control, design topographic surveys, drainage surveys, utility surveys, ROW and centerline retracement for both highways, ROW engineering and construction surveying. All facets were performed to Caltrans standards and under District 5 review. The project included over 185,000 cubic yards of roadway excavation 600,000 cubic yards of import borrow, over 7,000 tons of AC, several drainage systems, and required several stages of construction and significant traffic control. Completed in 2001, we are currently providing post project ROW engineering, monumentation, and record of survey services.

#### **Ekwill Street and Fowler Road Extensions and Roundabouts, City of Goleta, CA. Project Surveyor.**

This \$16.7M project designs two new roadway corridors to improve traffic flow within the City of Goleta between State Route 217 and the Santa Barbara Municipal Airport. This project also involves two new roundabouts at the Hollister Avenue/State Route 217 interchange and a new bridge over San Jose Creek. Shane managed the ground-based survey and monument recovery to assist in the right-of-way engineering for the project. He also assisted in the retracement of 41 parcels, 10 roadway and highway segments, and numerous easements along with the preparation of approximately 45 legal descriptions and plats for acquisition. In addition, Shane prepared three records of survey to be used as references for the various legal descriptions and





## Shane Sobecki, PLS, EIT | RESUME PG 2

easements along the new roadways. The combined length of corridor improvements is 1.7 miles.

**Las Vegas/San Pedro Creek Improvements, County of Santa Barbara, CA. *Project Surveyor.*** Responsible for providing boundary, right of way, and flood control easement retracement for the flood impact analysis of the creeks. Preparation required horizontal and vertical control for field crews, structure surveys for bridges, creek cross sections, aerial topographic base map, and ortho-photo. Other project requirements included a topographic survey of the proposed flood wall and berm area.

**Cabrillo Boulevard Bridge Replacement, City of Santa Barbara, CA. *Project Surveyor.*** The City contracted MNS to provide right-of-way (R/W) engineering for the parcels affected by the Cabrillo Boulevard Bridge Replacement over Mission Creek. Shane assisted in the preparation of the appraisal map showing all six of the properties within the project limits. He also helped prepare 12 legal descriptions which included easements for road purposes, flood control and temporary construction. He worked with a local engineering firm and the City of Santa Barbara to complete the R/W engineering portion of the project.

**US 101/State Route 154 North, US 101/Donovan, 101/Stowell Closeout, City of Santa Maria, CA. *Project Surveyor.*** The project involved assisting with the right of way closeout of three highway interchanges along US 101 near the City of Santa Maria. The tasks included preparing new grant deeds, easement deeds and quitclaim deeds along with sketches to accompany said legal descriptions. Shane assisted with the preparation of the Records of Surveys for the Donovan and Stowell locations. He also reviewed the Right of Way maps, existing legal descriptions and deeds and updated them as needed.

**Vista del Mar Drive Water Main Replacement, City of Santa Barbara, Santa Barbara, CA. *Lead Surveyor.*** This project was created to replace approximately 1,800 linear feet of existing 6- and 8-inch asbestos concrete (AC) water main in Vista Del Mar Drive and Alan Road. A recent failure of the water main in this area resulted in damage to the road surface. The roadway repair is on hold until the water main is replaced. This is a high priority project and the City desires to have the water line replaced by fall of 2019. The existing AC pipeline, constructed in the 1950s, may be located in private property outside of the public right-of-way. The existing pipeline will be abandoned in place and new 8-inch polyvinyl chloride (PVC) C900 DR14 pipe will be installed

within the public right-of-way. The project includes preparation of complete design documents suitable for soliciting public bids for construction. The design documents will include 60 percent, 90 percent, and final design plans, specifications, and cost opinions. Plans will be prepared in AutoCAD utilizing a horizontal scale of 1 inch = 20 feet and an exaggerated vertical scale on pipeline profiles. The plans and specifications will be prepared using the City's standard templates and front-end contract documents. MNS will perform the topographic field surveying, preparation of the base map, and the complete design documents, including 60 percent, 90%, and final plans, specifications, and cost opinions.

**Conejo School Road and Willow Lane Sidewalk and Bike Lanes Project, City of Thousand Oaks, CA. *Project Surveyor.*** The City of Thousand Oaks received Active Transportation Program (ATP) and Congestion Mitigation and Air Quality (CMAQ) funding to improve pedestrian and bicyclist safety along 1.1 miles of Conejo School Road and Willow Lane. Engineering services for this \$3.9M project consist of preliminary and final design, environmental document, and property services for roadway widening, retaining walls, reconstruction of private driveways, sidewalk and sidewalk infill construction, bicycle and traffic lane striping and markings, curb ramp construction and pavement rehabilitation, pedestrian activated signals, storm drain improvements, stormwater treatment facilities and landscaping. Critical elements to project success encompass reconstruction of multiple private driveways and retaining walls—requiring temporary private property access and easements to construct the proposed pedestrian and bicyclist facilities while maintaining the existing roadway lane configuration.

**Los Feliz Drive Sidewalks Phase 2, City of Thousand Oaks, CA. *Project Surveyor.*** This project will install 800 linear feet of pedestrian facilities on the north and south sides of Los Feliz Drive between Thousand Oaks Boulevard and Conejo School Road. Los Feliz Drive within the project limits consists of high-density residential properties. The project will install missing segments of sidewalk and improve pedestrian safety. These improvements consist of sidewalk construction, driveway reconstruction, traffic lane striping and markings, curb and gutter construction, and crosswalk striping. The project also involves utility relocation in various locations. Upgrades will also be made to the existing striping, crosswalk, and signage on Los Feliz Drive.



## Mark Reinhardt, PLS

### Technical Advisor



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Land surveying project management
- Municipal survey services
- Right-of-way services and documents
- Caltrans standards

#### Years of Experience

- 36 Total
- 34 With MNS

#### Licensing

- Professional Land Surveyor, CA No. 6392

#### Education

- BS, Geology, University of Montana, Missoula, MT
- AS, Land Surveying, Flathead Valley Community College, Kalispell, MT

#### Affiliations

- American Congress on Surveying and Mapping
- American Council of Engineering Companies
- California Land Surveyors Association
- International Right of Way Association

#### Awards

- 2014 APWA Project of the Year, Los Angeles Chapter, Newhall Avenue Roundabout at Main Street
- 2014 APWA Best Improvements for Traffic Safety, Newhall Avenue Roundabout at Main Street

Mr. Reinhardt has significant career experience in land surveying and oversees the firm's surveying activities. Along with managing a full range of survey services, Mark provides contract City Surveyor services for the Cities of Arroyo Grande, Berkeley, Carpinteria, Greenfield, Malibu, Pasadena, El Segundo, and Salinas. His responsibilities include reviewing parcel maps, tract maps, lot line adjustments, and other land development projects.

Mark has extensive expertise in right-of-way (R/W) engineering and has prepared design surveys, R/W maps, appraisal maps, deeds, and legal descriptions for several state highway projects using Caltrans standards. He has provided survey base maps for the design of hundreds of capital improvement projects for public agencies. The projects range from streets and highways, dams, and bridges to water and wastewater processing and conveyance facilities. His experience includes:

**Municipal Surveying Services, Various Agencies, CA.** *Project Manager.* MNS has provided Municipal Surveying Services to many public agencies; some examples follow:

- **City of Morgan Hill.** MNS is currently reviewing a subdivision map for a 16-unit residential condominium project on Tennant Avenue in the City. This map has numerous existing easements, all of which need to be shown and described as required by the Subdivision Map Act. The map also contains a fee dedication to the City that requires additional statements on the first sheet also required by the Subdivision Map Act.
- **City of Walnut Creek.** MNS is processing the Parcel Map for the latest expansion to the John Muir Health campus in Walnut Creek. We are tasked with ensuring technical accuracy, compliance with State and local subdivision ordinance, and compliance with industry standard map preparation. Our team is reviewing the ten-page map that includes partial public easement abandonments, new public easement dedications and a complex subdivision boundary.
- **City of Carpinteria.** Designated as City Surveyor for over two decades, MNS provides the City with reviewing and signing of all parcel maps, tract maps, lot line adjustments, certificates of compliance, and mergers. Mark's team has provided various standardized procedures and document formats and support them with acquisitions, relinquishments, and roadway vacations.



## Mark Reinhardt, PLS | RESUME PG 2

- **City of Santa Clarita.** The City experienced an intense growth period in the first decade of the 21st century. MNS was selected to assist in processing numerous tract maps. On average, the maps were 15-20 sheets with the largest one consisting of over 45 sheets. One tract had six phases already in various states of review. Our procedure was to first learn the City's system of review and the special dedications and acceptance wordings; in some cases, they were unique to that City. The MNS team also coordinated between two surveying firms to ensure their separate but adjacent tracts had identical centerline locations for the same roadways to traverse through both tracts.
- **City of Malibu.** Mark has served the City of Malibu since 2012 as contract City Surveyor. He routinely manages the map checking, certificate of compliance reviews, lot line adjustments, etc. along with supporting the Public Works and Planning staff with special projects such as review of right-of-way locations on development plans for accuracy and preparing legal descriptions for acquisitions.
- **City of Pasadena.** MNS was selected in 2015 to provide City Surveyor services. Since then, we have provided review services for two Parcel Maps, six Tract Maps, and a variety of other tasks including an extensive retracement of approximately 1,100 feet of disputed City right of way and adjacent property corners, street topographic mapping, monument preservation, legal descriptions and exhibits and field mapping for encroachments into City property.
- **City of Goleta.** The City of Goleta incorporated in 2002. MNS has provided private development review for them since that time. Typical projects include parcel maps and tract maps. Because MNS works almost exclusively for public agencies, we do not typically experience conflicts of interest with private developers.

**Cater Water Treatment Plant Reservoir Mapping, City of Santa Barbara, CA.** *Principal Land Surveyor.* MNS provided an as-built of the 4-million-gallon (MG) underground Clear Well on the Cater Water Treatment Plant site. Working underground with only a one-day window available to complete all tasks before the reservoir needed to be reactivated, MNS mapped columns, divider walls, and critical elevations of inlets and overflows. An as-built exhibit was prepared and can be referred to for future monitoring and planning.

**Water System Mapping Project, City of Santa Barbara, CA.** *Principal Land Surveyor.* MNS provided essential locations and elevations for 68 critical elements of the City's potable water system including reservoir

floor and overflow elevations, pump stations, recycled pump stations, pressure reducing valves, well heads, and agency interties. Access for measuring reservoir floors had to be completed within a limited frame; special techniques were devised on site during the survey and implemented as the work progressed. MNS prepared a GIS system in Arc/GIS to organize the project elements and assist with navigation to each site and to logging data to each site. Logged data included notes, positions, and photos. Part of the deliverable was the GIS with the data for easy access and use.

**San Jose Creek Class I Bikeway, Goleta, CA.** *Principal Land Surveyor.* As part of an on-call services agreement, Mark led the efforts on the development of survey and right-of-way documentation for a new path along San Jose Creek from the north side of Calle Real to the Hollister Avenue/Kellogg Avenue intersection. The project provides bicycle and pedestrian access between residential and retail centers north and south of US 101. Issues addressed included a Union Pacific Railroad undercrossing and approval by the railroad, public involvement, proximity to and right of way requirements near an existing condominium complex and Caltrans approval. (

**Ekwill Street and Fowler Road Extensions and Roundabouts, City of Goleta, CA.** *Principal Land Surveyor/Project Manager.* This \$16.7M project designs two new roadway corridors to improve traffic flow within the City of Goleta between State Route 217 and the Santa Barbara Municipal Airport. This project also involves two new roundabouts at the Hollister Avenue/State Route 217 interchange and a new bridge over San Jose Creek. Surveying involved an aerial topographic map, extensive ground-based topographic surveys, utility surveys, monument recovery to assist in the right-of-way engineering, and retracement of 41 parcels, 10 roadway and highway segments, and numerous easements along with the preparation of approximately 45 legal descriptions and plats for acquisition, and preparation of three records of survey to be used as references for the various legal descriptions and easements along the new roadways. Mark recommended and later prepared three Records of Survey to be used as references for the various legal descriptions and easements along the new roadways; this provided and expedited the preparation of legal descriptions once the acquisition elements of the project were specifically identified and the acquisition effort became the critical path of the project.



## Richard Sleeman III

### Associate Project Surveyor



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- MicroStation V8i
- AutoCAD Civil 3D
- Trimble GPS Pathfinder
- Terrasync
- Carlson SurvCE
- Topcon GPS
- Record documents research/retrieval
- Legal description interpretation
- Recordkeeping

#### Years of Experience

- 14 Total
- 7 With MNS

#### Education

- General Education, California Lutheran University, CA

#### Professional Development

- California Specific Land Survey Exam Program (2013), California Land Surveyors Association
- Fundamentals of Surveying, Irvine Institute Technology

Mr. Sleeman has a broad range of land surveying experience spanning over 14 years. Prior to MNS, Richard has overseen and participated in projects concerning ALTA, architectural/topographic, construction layout, and boundary surveys. He has a strong drafting background and is able to interpret legal descriptions and easements from deed or title. Richard has worked on projects from Santa Barbara to Los Angeles counties. His experience includes:

**Local Sales Tax Highway Improvements, County of Santa Barbara, CA. Assistant Project Surveyor.** This was a series of highway improvement projects funded by the Local Measure D tax measure. MNS provided right-of-way (R/W) engineering services for nine of the 15 projects culminating in a broad understanding of the R/W appraisal and acquisition process, and Caltrans manuals, requirements, and standards for surveys and R/W mapping. Responsibilities included compiling R/W needs from design; researching assessor's maps and geographic information system (GIS) parcel data; preparing three-mile corridor project informational map; incorporating design alignment and R/W needs, GIS parcel data, and aerial background; preparing record map compilation and exhibits for extensive gas line prior rights study; and preparing various exhibits and closure calculations.

**State Route 217/Hollister Avenue Interchange Modifications, New Bridge, and Ekwil Street and Fowler Road Extensions, City of Goleta, CA. Assistant Project Surveyor.** This \$24M project constructs two new roadway corridors to improve traffic flow within the City of Goleta between State Route 217 and the Santa Barbara Municipal Airport. This project also adds two new roundabouts at the Hollister Avenue/State Route 217 grade separation and a new bridge over San Jose Creek. Responsibilities included assisting with right-of-way appraisal map preparation and updates; assisting with right-of-way exhibits and updates; and maintaining file and folder organization for maps, legals, and exhibits.

**Annexation Mapping, Santa Ynez Community Services District, CA. Assistant Project Surveyor.** This project prepared annexation maps and legal descriptions to capture the majority of the District's sphere of influence. This very detailed mapping effort followed Local Agency Formation Commission (LAFCO) standards, requiring the tying of all existing annexations to the new mapping. There were 54 existing annexations, requiring the preparation of six separate maps and



## Richard Sleeman III | RESUME PG 2

descriptions over the 434 acres to be annexed. This project covered 450 parcels and followed the record boundaries of 25 recorded maps. Responsibilities included providing all of the map research and computer-aided design and drafting (CADD) and mapping. His keen organizational skills were an essential asset for this project.

### **Santa Barbara Cemetery, Santa Barbara, CA.**

*Assistant Project Surveyor.* Responsibilities included organizing and updating a set of 35 cemetery maps and preparing mylars for each update and recording with the County. This also included creating new office maps to display sections, plot numbering, and utility location; producing sales and plot book maps to catalogue cemetery sales; and providing staking data to layout new plots.

### **Santa Ynez Community Services District, Santa Ynez, CA.**

*Assistant Project Surveyor.* This project was to provide annexation mapping and legal descriptions for incorporating a large portion of the District's sphere of influence. The 400 acre-plus area had 52 small and often isolated previous annexations, the result appearing like a crossword puzzle. To incorporate the 400 acres and 423 parcels, we crafted a plan to prepare six maps (31 sheets) and legal descriptions to cover the area and to provide ties to all of the existing annexations. Richard provided record map research and research to obtain the original Formation and the 52 annexations and to organize them into a logical system. He compiled 26 record maps and created a total of 31 map sheets to cover the required area. Richard also supported the legal description writing. All work was done in accordance with the Local Area Formation Commission (LAFCO).

### **OA/OE Services for GRIP Program, Water Replenishment District of Southern California, CA.**

*Assistant Project Surveyor.* This program manages the groundwater for over 4M residents in 43 cities of Southern California. Responsibilities included performing the various mapping required, ranging from as-built, cross sections, lot merger exhibits, Southern California Edison transmittals, and radius maps; and providing overall support to the Water Resources department as needed.

### **Backflow Prevention Program, City of Buellton, CA.**

*Assistant Project Surveyor.* This project updated GIS systems for the City with detailed information on its backflow devices, along with locations for catch basins and area drains across the City. Responsibilities included providing training and support to the Government Services department in using Trimble's 5T GIS device

equipped with Terrasync data collection and GPS Pathfinder Office software.

### **Well Inventory, Fox Canyon Groundwater Management, CA.**

*Assistant Project Surveyor.* Responsibilities included locating or verifying positions of water well sites using global positioning system (GPS) methods over areas of Camarillo, Somis, and Moorpark; logging information to a database on the operational status of the well, meters, pumps, and other various items; and collecting field photos of well sites. All information was used to compile GIS maps and reports for the agency.

### **Trancas Country Market, City of Malibu, CA.**

*Assistant Project Surveyor.* This partial as-built survey covered the right of way for Pacific Coast Highway and Trancas Canyon Road which bordered Trancas Country Market. This project spanned the entire overflow parking lot west of Trancas Canyon Road where portions of the main plaza/parking lot was approximately 40 feet from the edge of right of way along Pacific Coast Highway and Trancas Canyon Road. Responsibilities included locating and mapping all topography, visible improvements, and utilities by surface evidence to the City standards. This project was completed to verify approved design of the Trancas County Market which was recently renovated and pending possible litigation.

### **West Broadway Urban Village Improvements, City of Seaside, CA.**

*Assistant Project Surveyor.* This \$6.5M project completely reconstructs a half-mile roadway section. The work excavates the roadway and installs new drainage systems, a stormwater collection system, a 12-inch sanitary sewer, electrical systems for ornamental pedestrian and street lighting, sidewalks, Americans with Disabilities Act (ADA) compliant handicap ramps, pedestrian amenities, parking areas, landscaping, and irrigation facilities. The new roadway section consists of a Class 2 aggregate base and 6-inch hot mix asphalt (HMA) paved surface. New traffic control devices include signalized intersections, signage, and thermoplastic striping and marking.

### **Final Map Reviews, Various Agencies, CA.**

*Assistant Project Surveyor.* Richard assists with the review of private development map submittals from our various city clients. His very organized approach documents each part of the review he has performed so the project manager knows what has and has not been reviewed. This is a part of MNS' efficient approach to map reviews.



## Bob Starr

### Supervising CADD Technician



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Topographic mapping
- ALTA maps
- Construction survey
- Aerial control survey
- GIS applications

#### Years of Experience

- 34 Total
- 28 With MNS

#### Education

- BS, Geography with emphasis in GIS, University of California, Santa Barbara, CA

Mr. Starr has over 34 years of experience in land surveying including six years as a Party Chief working in Santa Barbara, Ventura, Los Angeles and San Luis Obispo counties. Bob's range of surveying experience includes boundary, topographic, American Land Title Association (ALTA), construction, seismic and aerial control surveys. He has worked for the private and public sectors including work on US Air Force and US Naval bases. During the past 10 years, Bob has dedicated himself to computer-aided design and drafting (CADD), and geographical information systems (GIS) and their mapping applications within the land surveying and civil engineering fields. His responsibilities include helping in the development of the firm's GIS capabilities and increasing the capacity for producing high quality computerized land surveying and civil engineering maps. Bob has provided all of the construction layout pre-calculations for roads, bridges, four-story hospital buildings, and processes all topographic and as-staked field data. His experience includes:

#### **Ekwill Street and Fowler Road Extensions and Roundabouts, City of Goleta, CA. CADD Supervisor.**

This project involved the design of two new roadway corridors to improve traffic flow within the City of Goleta between State Route 217 and Fairview Avenue, south of Hollister Avenue. The MNS survey team managed the preparation of an aerial topographic base map and digital ortho-photo, extensive ground-based topographic mapping for design, and the retracement of eight roadway alignments and rights of way with a combined length of 3.4 miles, along with retracement of 22 parcels and the easements within those parcels. The retracement and mapping effort included extensive review of title reports, deeds, easements, record maps and field notes. He also compiled the extensive topographic mapping of the existing roadway corridors and merged with the aerial map. Responsibilities included preparing the base map for this project.

#### **US 101/State Route 154 North Interchange, County of Santa Barbara, CA. CADD Supervisor.**

This \$6.5M project involved the design and construction of a new interchange and bridge at the northern intersection of US 101 and State Route 154. Bob was the CADD Supervisor responsible for supporting the Project Manager with aerial mapping control, design topographic surveys, drainage surveys, utility surveys, right of way and centerline retracement for both highways, right-of-way engineering and construction surveying. All facets were performed to Caltrans standards and under District 5



review. The project included over 185,000 cubic yards of roadway excavation 600,000 cubic yards of import borrow, over 7,000 tons of AC, several drainage systems, and required several stages of construction and significant traffic control. Completed in 2001, MNS is currently providing post project right-of-way engineering, monumentation, and record of survey services.

**Santa Barbara Cottage Hospital Expansion Project, City of Santa Barbara, CA. CADD Supervisor.** MNS provided construction staking for this \$550M new hospital facility. This project was constructed around an existing hospital facility and an underground tunnel which remained operational during construction. Construction staking was provided for rough grading of the site, shoring pile layout and weekly monitoring during excavation and post excavation, and column line layout for steel and finished concrete slab on four floors. Responsibilities included computer-aided design and drafting (CADD) drawings and pre-calculations for construction staking.

**Cachuma Reservoir Bathymetric and Aerial Mapping Project, County of Santa Barbara, CA. CADD Supervisor.** This project was conducted for the Cachuma Operations Maintenance Board (COMB) who manages the 3,293 acre reservoir. MNS was the prime consultant. The project requirements were to prepare a project base map by conducting an aerial topographic mapping project and a bathymetric survey of the lake bed and combining the data into one, seamless elevation model. One-foot contours were developed from the model and elevation vs. capacity and elevation vs. area tables were developed. Responsibilities included providing computer-aided design and drafting (CADD) drawings and assisted with the volumetric tables for this project.

**Gibraltar Reservoir Bathymetric Surveys, City of Santa Barbara, CA. CADD Supervisor.** A bathymetric survey is performed every three years for the Gibraltar Lake to monitor the sedimentation. Beginning in 1992, MNS has provided the mapping and project report every three years. The project involves contracting for the bathymetric mapping portion, conducting ground survey mapping in the upstream area which changes significantly each three years, and incorporating the data into a seamless 1-foot contour map. A project report is prepared showing existing conditions and comparing them to the previous mapping three years prior. Responsibilities included providing computer-aided design and drafting (CADD) drawings for this project and mapped the areas for contours to be inserted into the spreadsheets for volume and area calculations.

**State Route 154 Operational Improvements, Group II, County of Santa Barbara, CA. CADD Supervisor.** For this \$5M project, MNS provided aerial topographic mapping, project control, right-of-way engineering, and construction surveying for four locations along a rural state highway. The cumulative length of the locations was three miles. The improvements consisted of new passing lanes, turn lanes, and pull outs. Construction included significant earthwork and grading, drainage structures, and a soldier pile wall. Work was performed using Caltrans standards. Bob provided computer-aided design and drafting (CADD) services for the right-of-way retracement, accuracy compliance testing of the aerial topographic mapping, and construction survey support.

**Donovan and Stowell Road Interchanges at US 101, City of Santa Maria, CA. CADD Supervisor.** This \$6M project involved the design and construction of intersection improvements and bridge widenings for two freeway interchanges. MNS provided right-of-way (R/W) retracement, project horizontal and vertical control, R/W engineering and construction surveys. Caltrans District 5 is the primary review agency for these projects. Other agencies involved in the R/W process are County of Santa Barbara, County Flood Control, and City of Santa Maria. Bob worked closely with the MNS Survey Project Manager to create complex R/W appraisal maps initially. He then worked on right-of-way maps to Caltrans standards and records of surveys to witness the monumentation of the new right-of-way lines.

**Buellton GIS Mapping, City of Buellton, CA. CADD Supervisor.** This is an ongoing project for the City of Buellton. MNS created a GIS for the City in 2004 and has maintained and updated it since that time. Robert is responsible for annual updates to the mapping which contains parcel data, storm drain system inventory, sewer system inventory, utility and roadway easements, and various overlays including zoning designations and flood zone delineations.

**Newhall Avenue Roundabout at Main Street, City of Santa Clarita, CA. CADD Supervisor.** This project created a main gateway to the historic Newhall commercial district, and to optimize traffic calming and pedestrian safety measures of this busy intersection. The project includes relocation of numerous utilities and other infrastructure. Special challenges for this project were potential encroachment on private land and preserving large trees on nearby park property. Survey work included topographic survey, utility location, boundary, and right-of-way services.



## Justin Dickerson

### Certified Party Chief



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Construction layout
- Land surveying
- Topographic survey and mapping
- Team management
- Boundary surveys
- Municipal surveying

#### Years of Experience

- 21 Total
- 14 With MNS

#### Certifications

- Certified Party Chief, Joint Apprenticeship Committee
- eRailSafe Train Certification
- Union Pacific Safety Certification
- 8-hour HAZWOPER, Cal/OSHA
- Confined Space Awareness
- CPR and First Aid

#### Awards

- 2015 ACEC Engineering Excellence Award of Merit, Rancho Road Interchange at Interstate 15
- 2014 APWA Project of the Year, Los Angeles Chapter, Newhall Avenue Roundabout at Main Street
- 2014 APWA Best Improvements for Traffic Safety, Newhall Avenue Roundabout at Main Street

Mr. Dickerson has solid experience in land surveying and land development/project management. As Certified Party Chief, Justin is directly responsible for the planning and implementation of various survey projects, including management and direction of field and office team members in the compilation, review and assessment of record mapping and associated documents. He has extensive experience in boundary surveys, construction computations for field crews, topographic surveys, and in the design and preparation of record of surveys, parcel maps, lot line adjustment, parcel mergers, final maps, ALTA maps, data processing, legal descriptions, and deeds. Justin's experience also includes eight additional years in the construction profession including road works, concrete structures, and underground infrastructure improvements. His experience includes:

#### **US 101/State Route 154 North Interchange, County of Santa Barbara, CA. Senior Party Chief.**

This \$6.5M project involved the design and construction of a new interchange and bridge at the northern intersection of US 101 and State Route 154. Justin was the Party Chief responsible for supporting the Project Manager with aerial mapping control, design topographic surveys, drainage surveys, utility surveys, right-of-way (R/W) and centerline retracement for both highways, R/W engineering and construction surveying. All facets were performed to Caltrans standards and under District 5 review. The project included over 185,000 cubic yards of roadway excavation 600,000 cubic yards of import borrow, over 7,000 tons of asphalt concrete (AC), several drainage systems, and required several stages of construction and significant traffic control. Completed in 2001, MNS is currently providing post project R/W engineering, monumentation, and record of survey services.

#### **Ekwill Street and Fowler Road Extensions and Roundabouts, City of Goleta, CA. Certified Party Chief.**

This \$16.7M project involves designing two new roadway corridors and two new roundabouts to improve traffic flow within the City between State Route 217 and the Santa Barbara Municipal Airport. This project also includes two new roundabouts at the Hollister Avenue and State Route 217 interchange. In total, four roundabouts and the combined length of corridor improvements is 1.7 miles will enhance and improve Old Town Goleta. MNS surveying services included ground-based survey and monument recovery to assist in the right-of-way engineering for the project; retracement of 41 parcels, 10 roadway and highway segments, and numerous





easements along with the preparation of approximately 45 legal descriptions and plats for acquisition; and preparation of three records of survey to be used as references for the various legal descriptions and easements along the new roadways.

**Cottage Hospital Expansion, Santa Barbara, CA.**

*Senior Party Chief.* This \$550M project was constructed around an existing hospital facility and an underground tunnel which will remain operational during construction. Construction staking was provided for rough grading of the site, shoring pile layout and weekly monitoring during excavation and post excavation, as well as column line layout for steel and finished concrete slab on four floors. MNS provided construction staking.

**2022 Pavement Preservation Program, County of Sonoma, CA. Certified Party Chief.**

The project consists of asphalt concrete overlays (some sections including full-depth reclamation treatments as well), chip and slurry seals on various County roads. The project also involved associated flagging, traffic signal modification, metal beam guard rail, ditch maintenance, culvert replacement, traffic control and preparation required to construct the work, repairing pavement structural section, cold planning, shoulder backing along with delineation of the new pavement surface. MNS is providing construction management and land surveying services. Our surveying scope of services includes the following tasks:

- **Identification of Monuments:** located all monuments within the construction zone, from record documents, record maps, and right-of-way maps. Set reference points outside of the construction zone and tie the existing monuments.
- **Offsets:** set four offset markers per monument after paving or overall construction is complete, on an agreed schedule with the County, to allow County's contractor to construct the new monument.
- **Punch and Record Monument:** once ongoing construction is complete, the monument will be punched and a corner record (pre-construction and post-construction) are filed at the County surveyors office.

**Ranchero Road Interchange at Interstate 15, San Bernardino Associated Governments (SANBAG), CA.**

*Certified Party Chief.* This new \$30M interchange project will construct a full-service interchange to connect Ranchero Road to Interstate 15, and realign the existing frontage roads, Mariposa Road, and Caliente Road in the City of Hesperia. Ranchero Road will include three through lanes in both directions, in addition to turn lanes at the proposed freeway ramp connections and intersections with the realigned frontage roads. This

project includes elements such as construction of a post-t modifications, signing and striping, and traffic handling. Survey services included staking for 15,000 feet of waterline relocation, subgrade staking for frontage road, staking for ADL locations, volume survey for ADL material, and Geotracker submittal of ADL data.

**West Broadway Urban Village Improvements, City of Seaside, CA. Certified Party Chief.**

This \$6.5M project completely reconstructs a half-mile roadway section. The work excavates the roadway and installs new drainage systems, a stormwater collection system, a 12-inch sanitary sewer, electrical systems for ornamental pedestrian and street lighting, sidewalks, Americans with Disabilities Act (ADA) compliant handicap ramps, pedestrian amenities, parking areas, landscaping, and irrigation facilities. The new roadway section consists of a Class 2 aggregate base and 6-inch hot mix asphalt (HMA) paved surface. New traffic control devices include signalized intersections, signage, and thermoplastic striping and marking.

**Los Flores Ranch Integrated Waste Management Facility, City of Santa Maria, CA. Certified Party Chief.**

This \$10M project provides professional services to construct a new landfill facility for the City of Santa Maria. MNS is providing civil engineering and land surveying as well as management and coordination of seven subconsultants. Responsibilities include all field survey tasks for the 1,700-acre site, including boundary survey, easement retracement, aerial topographic mapping, utility mapping and highway frontage mapping. Justin leads the field survey team to work with the upcoming underground remote sensing project to locate and survey underground pipelines, oil wells and appurtenances to the oil production that may have been buried in the area.

**Newhall Avenue/San Fernando Road Roundabout, City of Santa Clarita, CA. Certified Party Chief.**

Justin is part of the Survey Crew for this roundabout design project. The project intends to create a main gateway to the historic Newhall commercial district, and to optimize traffic calming and pedestrian safety measures of this busy intersection. The project includes relocation of numerous utilities and other infrastructure. Special challenges for this project were potential encroachment on private land and preserving large trees on nearby park property. Survey work included topographic survey, utility location, boundary and right-of-way services. Winner of two awards—APWA Project of the Year and APWA Best Improvements for Traffic Safety.



## Hector Perez

### Party Chief



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Construction layout
- Land surveying
- Topographic survey and mapping
- Team management
- Boundary surveys
- Municipal surveying

#### Years of Experience

- 21 Total
- 19 With MNS

#### Certifications

- Eraisafe Train Certification
- Union Pacific Safety Certification
- Confined Space Awareness
- CPR and First Aid
- Fall Protection

#### Award

- 2010 APWA Project of the Year, 8th Street Pedestrian Bridge Replacement

Mr. Perez has over 21 years of significant experience in land surveying and construction layout staking and in boundary topographic and construction layout surveying. Hector's experience includes construction staking for the Advanced Water Treatment Facility, "The Great Project" in the City of Oxnard, Santa Barbara and Goleta Valley Cottage Hospitals, construction layout for the Santa Barbara Zoo, and was involved in the Santa Barbara Airport topographic mapping. His experience includes:

#### **Ekwill Street and Fowler Road Extensions and Roundabouts, City of Goleta, CA. Senior Party Chief.**

This \$16.7M project involves designing two new roadway corridors and two new roundabouts to improve traffic flow within the City of Goleta between State Route 217 and the Santa Barbara Municipal Airport. This project also includes two new roundabouts at the Hollister Avenue and State Route 217 interchange. In total, four roundabouts and the combined length of corridor improvements is 1.7 miles will enhance and improve Old Town Goleta. MNS surveying services included ground-based survey and monument recovery to assist in the right-of-way engineering for the project; retracement of 41 parcels, 10 roadway and highway segments, and numerous easements along with the preparation of approximately 45 legal descriptions and plats for acquisition; and preparation of three records of survey to be used as references for the various legal descriptions and easements along the new roadways.

**Santa Barbara Cottage Hospital Expansion, Santa Barbara, CA. Senior Party Chief.** Hector was responsible for providing the construction staking for this \$550M new hospital facility. This project was constructed around an existing hospital facility and an underground tunnel which remained operational during construction. Construction staking was provided for rough grading of the site, shoring pile layout and weekly monitoring during excavation and post excavation, as well as column line layout for steel and finished concrete slab on four floors. The layout consisted of building corners, column lines, anchor bolt layout, and verification of bolts before, during and after concrete pours. MNS also provided staking for street and utility improvements in the surrounding areas. Our surveyors used robotic technology to accomplish these tasks.

**State Route 154 Operational Improvements, Group II, Santa Barbara County Association of Governments, CA. Party Chief.** Hector performed field surveys for aerial topographic mapping, project control, right-of-way



retracement, and construction surveying for four locations along a rural state highway. The cumulative length of the locations was three miles. The improvements consisted of new passing lanes, turn lanes, and pull outs. Construction included significant earthwork and grading, drainage structures and a soldier pile wall. Work was performed using Caltrans standards.

**8th Street Pedestrian Bridge Replacement, City of Carpinteria, CA. *Party Chief.*** This \$1M pedestrian bridge replacement project is a one-span steel arch suspension bridge, 161-feet in length and 5.5-feet wide. The bridge consisted of two pipe arches that converge at the apex and suspend a steel decking and walking path laid with Ipe lumber. Bridge abutments were concrete, placed on top of augered cast-in-place piles. This project required water line, cable, and electrical line relocation, and strict environmental permitting to work in the Carpinteria Creek riparian habitat. The project was state funded and required Caltrans construction administration procedures according to the local assistance procedures manual. Responsibilities included re-establishing the survey control network and providing construction surveying services. APWA Project of the Year, Winner.

**Willow Road Interchange at US 101, County of San Luis Obispo, CA. *Senior Party Chief.*** This \$20M project is an important link for motorists to access commercial, industrial, agricultural, and residential areas within Nipomo. The project was constructed in four stages and involved the construction of two bridges, four retaining walls, two new county roads, 13 drainage structures, and two sets of on and off ramps. Hector was the Senior Party Chief for the construction surveying and staking of this project. Services were provided per the Caltrans Survey Manual.

**Phelps Road/Mesa Road Trunk Sewer Replacement, City of Goleta, CA. *Senior Party Chief.*** The project realigned a trunk sewer main for the Goleta West Sanitary District. The new corridor follows existing public and private (UC Santa Barbara) roadways and requires the retracement of the rights of way, property boundaries and easements for a 7,800-foot corridor. Responsibilities included all field activities for this project. Hector managed the efforts for aerial panel layout and control, monument recovery and ground topographic surveys of the 70-foot-wide hardscape corridor locating roadway, sidewalks, utilities and other features using global positioning systems real-time kinematic and robotic total station technology.

**Donovan Road/Stowell Road Interchanges at US 101, County of Santa Barbara, CA. *Party Chief.*** This \$6M project involved the design and construction of intersection improvements and bridge widenings for two freeway interchanges. Hector assisted with monument recovery for right-of-way retracement and project horizontal and vertical control and establishing a GPS static network. He was also involved in the construction staking and post-construction monumentation. Caltrans District 5 provided oversight for these projects.

**Piru Wastewater Treatment Plant Expansion, County of Ventura, CA. *Party Chief.*** MNS assisted the Water and Sanitation Department in acquiring a four-acre parcel for the expansion of the Piru Wastewater Treatment Plant. MNS provided aerial survey control and supplemental field topo for design as well as research, boundary analysis and retracement, legal description for parcel to convey and a Record of Survey of the new parcel. One of the challenges was retracing the parent parcel, which was bounded on one side by Union Pacific Railroad and on another by State Route 126. Hector led the field survey activities.

**Fine Arts Complex Survey, Allan Hancock College, CA. *Party Chief.*** MNS prepared the base map for the design of the expansion of the college campus. This included topographic and utility mapping, and easement and boundary retracement. The control network was established using GPS static survey methods and robotic total station equipment was used to collect all ground surface, improvements, utilities and survey monuments. The total area mapped was 64 acres. Property boundaries and easements were retraced using existing maps, record monuments, and deed documents. Campus facilities provided 140 utility atlas drawings which MNS compiled into AutoCAD and used to implement an underground utility mapping effort. The utilities were mapped over a 45-acre area using ground penetrating radar, radio frequency detection, and subsurface metallic scanning equipment. Mapped utilities included sewer, storm drain, electric, gas, water and communication lines.



## Jake Yost

### Survey Technician



#### Firm

- MNS Engineers, Inc.

#### Areas of Expertise

- Construction/field surveying
- Water/wastewater projects
- Transportation projects

#### Years of Experience

- 13 Total
- 5 With MNS

#### Licensing

- FAA Pilot License, No. 4647166

#### Certifications

- Certified Chainman, Joint Apprenticeship Committee (JAC)
- Erailsafe Train Certification
- Union Pacific Safety Certification
- CPR and First Aid
- Confined Space Awareness
- C2 Cal/OSHA Fall Protection

Mr. Yost has over 13 years of experience in the construction industry working on various transportation and water/wastewater projects. In 2022, Jake secured his Drone FAA Pilot's license, further enhancing our surveying capabilities. Prior to joining MNS, Jake worked for contractors where he developed his construction skill set in construction/field surveying, grade checking, testing installed pipelines, and asphalt replacement and rehabilitation. Having the knowledge from the construction contractor side will benefit him in his role as surveyor apprentice. His experience includes:

- US 101 High-Occupancy Vehicle Lane Project Study, Ventura County Transportation Commission, CA
- Los Carneros Road Realignment, City of Goleta, CA
- Tranquillon Mountain Road Improvements, Vandenberg Air Force Base, CA
- Quiet Zone Safety Engineering Measures on 65th, 66th, and 67th Streets, City of Emeryville, CA
- Sewer Main Replacement, Vandenberg Air Force Base, CA
- Twitchell Reservoir Aerial Mapping Project, Santa Maria Valley Water Conservation District, CA
- Cal Flats Solar Array Project, First Solar/Granite Industrial, CA
- Willow Springs Solar Facility, First Solar/California Compaction Corporation, CA

**Dockweiler Drive Extension, City of Santa Clarita, CA.** *Journeyman/Chainman.* The City of Santa Clarita proposes to construct a \$30M Secondary Arterial— Dockweiler Drive from Sierra Highway to Railroad Avenue. The project will provide an important north-south connection for the City, a new entrance to Masters University, and a secondary emergency access point for the Placerita Canyon community. The roadway extension and widening will go through an existing railroad crossing, business district, hilly terrain, and the Master's University property.

**Patton Parkway/Del Monte Boulevard Extension Project, CA.** *Journeyman.* This project involved the preparation of plans, specifications, and estimates (PS&E) documents for a new roadway corridor to connect Imjin Parkway to Patton Parkway and to Del Monte Boulevard in the City of Marina. MNS provided full survey support for the project including base map for design and right-of-way (R/W) engineering services.



MNS set 14 aerial control and check panels for mapping of the 1.3-mile corridor. Aerial topographic mapping was supplemented with extensive ground surveying to locate all utilities in the area and detailed mapping of the three areas where the new road joins the existing three roadways. Preliminary title reports for nine parcels and the documents associated with each were obtained and reviewed to assist in the retracement of existing parcel lines and easements. The project control was based upon Caltrans District 5 survey control, and record maps for State Route 1 were used to retrace the highway portion of the project. MNS provided locations, descriptions, and references to all potentially affected survey monuments within the project area for inclusion in the monument preservation statement in the design plans and conducted utility potholing and a tree inventory field survey of 486 trees.

**West Broadway Urban Village Improvements, City of Seaside, CA.** *Journeyman/Chainman.* This \$6.5M project completely reconstructs a half-mile roadway section. The work excavates the roadway and installs new drainage systems, a stormwater collection system, a 12-inch sanitary sewer, electrical systems for ornamental pedestrian and street lighting, sidewalks, Americans with Disabilities Act (ADA) compliant handicap ramps, pedestrian amenities, parking areas, landscaping, and irrigation facilities. The new roadway section consists of a Class 2 aggregate base and 6-inch hot mix asphalt (HMA) paved surface. New traffic control devices include signalized intersections, signage, and thermoplastic striping and marking.

**US 101/Holly Street Interchange and Pedestrian Overcrossing (POC) Project, City of San Carlos, CA.** *Journeyman/Chainman.* This \$25.8M project modifies the existing interchange on US 101 at the Holly Street overcrossing (OC) and adds a pedestrian overcrossing (POC) over US 101. The interchange modification will remove the northeast and southwest loop ramps from the existing full cloverleaf (Type L-10) interchange and create a partial cloverleaf (Type L-9) interchange to US 101. Diagonal on- and off-ramps will be modified to create more bicycle- and pedestrian-friendly crossings. Holly Street will be widened to provide a third through lane for limited sections at on-ramp approaches. The existing deck drains, electroliers, concrete median, and concrete barriers will be modified on the existing Holly Street OC. The POC will provide a new 12-foot-wide multi-use path approximately 430 feet south of the Holly Street OC. As an alternate route for non-motorists, the POC will provide cross-freeway access without the need to traverse ramp termini and entrances. Other key features of the project include ramp widening, ramp metering improvements, drainage improvements, storm-

water retention basins, retaining walls, bicycle roundabouts at either end of the multiuse pathway, signing and striping improvements in Redwood City on the east side of US 101, signal improvements at the Industrial Road/Holly Street intersection, and fiber optic modifications along Industrial Road on the west side of US 101.

**Pescadero Road Sewer Replacement, Carmel Area Wastewater District, CA.** *Journeyman/Chainman.* The project involved planning services for the replacement of approximately 2,250 linear feet of gravity sanitary sewer main. The existing sewer main was recommended to be replaced along the existing alignment, which included steep unimproved terrain. The existing sewer was failing as a result of earth movement and several trees which fell, impacting the grade of the sewer.

**Emily Street and Cañada Street Pipeline Replacement, Casitas Municipal Water District, CA.** *Journeyman/Chainman.* Existing 2- and 4-inch cast iron mains along Emily St and Cañada St are undersized and approaching the end of their service life. This project will replace existing lines with approximately 2,060 linear feet of 8-inch polyvinyl chloride (PVC) in accordance with Casitas standards. The pipeline extends from the intersection of Cañada Street and Summer Street to the intersection of Cañada Street and Matilija Street, along with the entirety of Emily Street. The goal of the project is to improve fire flow and replace aging water mains. The existing water main will be abandoned in place. Project includes navigating through congested utility areas, including a 10-foot by 10-foot culvert which runs the entirety of Cañada Street.

**Chesebro Crossing at US 101, City of Agoura Hills, CA.** *Journeyman/Chainman.* This \$12M interchange improvement project consists of widening Palo Comado Canyon Road and the overcrossing over US 101 with one lane in each direction, a left-turn lane, and Class II bike lanes and sidewalks on both sides. The northbound ramps will be modified and include a new traffic signal and lighting at the Palo Comado Road intersection. Additional construction elements include three retaining walls; ramp metering; utility relocations; earthwork; hot mix asphalt (HMA) paving; jointed plain concrete pavement (JPCP) and American with Disabilities Act (ADA) compliant curb ramps, driveways, and sidewalks.