

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 Drake Haglan and Associates with an address at 11060 White Rock Road, Suite 200 Rancho Cordova, CA 95670 (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

Ron Bensel at phone number (805) 568-3311 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Matt Burgard at phone number (916) 363-4210 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated 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:	Ron Bensel, Public Works Transportation, 123 E. Anapamu St. Santa Barbara, CA 93101, Bensel@cosbpw.net,
To CONTRACTOR:	Matt Burgard 11060 White Rock Road, Suite 200 Rancho Cordova CA 95670, mburgard@drakehaglan.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. This contract shall go into effect on January 16 2019, contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on March 26 2019, unless extended by contract amendment or unless earlier terminated.

B. CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

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.

6. FEDERAL AND STATE PREVAILING WAGE RATES

A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

7. 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. All subcontracts shall contain the above provisions.

8. 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.

9. 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.

10. SUBCONTRACTING

A. Nothing contained in this contract 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 contract shall be subcontracted without written authorization by COUNTY'S Contract Administrator, 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 contract shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

E. Any substitution of subcontractor(s) must be approved in writing by COUNTY'S Contract Administrator prior to the start of work by the subcontractor(s).

11. EQUIPMENT PURCHASES

A. Prior authorization in writing, by COUNTY'S Contract Administrator 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 Contract Administrator; 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 contract 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 contract, or if the contract 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.

12. DEBARMENT AND SUSPENSION

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.

13. 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.

14. 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 contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, 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 contract.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subcontractor whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to

bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

15. 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.

16. 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.

17. 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.

18. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractors, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or

any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts shall contain this provision.

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.

19. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract 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 contract.

20. INDEMNIFICATION AND INSURANCE

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

21. NONDISCRIMINATION

A. 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.

B. STATEMENT OF COMPLIANCE:

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 Contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the

California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

3. The CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California 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.

4. The CONTRACTOR, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

22. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONTRACTOR warrants that this contract 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 contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

23. 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.

24. 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 contract 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).

25. 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.

26. 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.

27. 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.

28. TERMINATION

A. COUNTY reserves the right to terminate this contract for convenience upon thirty (30) calendar days written notice to CONTRACTOR with the reasons for termination stated in the 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. COUNTY may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.

C. 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.

D. The maximum amount for which the COUNTY shall be liable if this contract is terminated is \$74,104.51 dollars.

E. 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. 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.

29. 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.

30. 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.

31. 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.

32. TIME IS OF THE ESSENCE

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

33. 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.

34. 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.

35. IMMATERIAL CHANGES

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

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

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Agreement for Services of Independent Contractor between the County of Santa Barbara and Drake Haglan & Associates, Inc.

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:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Public Works

CONTRACTOR:

Drake Haglan and Associates

By: 
Director of Public Works

By: 
Authorized Representative

Name: Kevin Ross

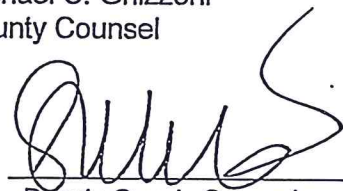
Title: Principal Engineer


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

This Scope of Work is to provide Professional Design Services for the Foothill Road Low Water Crossing Replacement (Br. No. 51C-0381) over the Cuyama River Project (County PN 862339, Federal-Aid PN BRLO-NBIL(512)) in accordance with the County's Request for Proposals SIC-01. The intended outcome is for Drake Haglan and Associates to provide the expertise needed to comprehensively review structural plans, perform independent design calculations & quantities check, and prepare an independent review of structural technical specifications for the Project. The DHA team will review the project bridge plans, quantities, and technical specifications to check that the bridge PS&E set is suitable for the advertising, bidding, and construction of the low water crossing replacement project. The PS&E package will meet AASHTO, Caltrans, and County requirements in conformance with the Highway Bridge Program (HBP) administered by Caltrans.

The following services are needed to comprehensively review the structural plans, perform an independent design calculations and quantities check, and prepare an independent review of structural technical specifications for the Foothill Road Low Water Crossing Replacement (Br. No. 51C-0381) over the Cuyama River Project.

Drake Haglan and Associates will review and check that the structure plans, specifications, and engineer's cost estimate are in accordance with the latest editions from the following design standards and design criteria:

- AASHTO LRFD Bridge Design Specifications w/ Caltrans Amendments
- Caltrans Seismic Design Criteria
- Caltrans Standard Plans, Specifications, and Standard Special Provisions
- Caltrans Bridge Details Manual
- Caltrans Bridge Design Aids Manual
- Caltrans Bridge Memos to Designers
- Caltrans Local Assistance Procedures and Guidelines Manuals

The primary structure design standards will be the AASHTO LRFD Bridge Design Specifications w/ Caltrans Amendments and the Caltrans Seismic Design Criteria.

All deliverables/products will be provided in PDF format, electronic source file, as well as hard copy per County and Caltrans practice. DHA will assemble the review comments for the PS&E package in a consolidated written list of comments via a comment resolution matrix, as well as notations on the relevant plan sheets or construction document pages, for expedited reconciliation with the original project structure designer. DHA will coordinate with the original project structure designer to address comments, changes, and/or corrections required by the independent check and review. A final review set will be submitted to the County showing that all review comments on the structure PS&E package were reconciled.

Task 1: Project Management, Team Leadership, And Quality Control

Task 1.1: Project Management

DHA will manage the project by developing and tracking the project schedule and team workload, as well as tracking the budget and value of the products produced. DHA will manage the project workflow and coordination of schedule, budget, and scope changes with the County. DHA will work with the County in making critical project

decisions to keep the project progressing on-schedule. Monthly project invoices will be prepared for the County which will highlight work performed for that invoice period, anticipated work to be performed in the next invoice period, and a list of critical issues and decisions required. This scope assumes two (2) coordination calls with the County Project Manager to discuss the progress of the project. These calls are independent of the coordination efforts required for the independent check, PS&E review, and reconciliation required for the work.

Task 1.2: Quality Control

Prior to submitting the initial bridge PS&E check and review comments to the County, DHA will perform a quality control review of the comment package for clarity, organization, and consistency. After the review comments are reconciled, DHA will perform a quality control review of the bridge PS&E package to check that the comments were appropriately coordinated as well as that the bridge PS&E package is consistent and ready for bidding. DHA will also perform a quality control review of the design and quantity check package for completeness, organization, and consistency.

Task 1.3: Kick-Off Meeting

DHA will coordinate with the County to hold a project kick-off meeting for the project (via conference call) which will include DHA, the County, the County's consultants, and other identified stakeholders. The project background, scope, concepts, schedule, management, and previously completed work will be thoroughly discussed. The meeting will result in an understanding by the parties involved of the scope, schedule, and a consensus on direction for the independent check of the bridge PS&E package to begin. DHA will prepare the agenda, task list, and notes from the meeting.

Deliverables:

- Monthly Progress Reports
- Two (2) Project Progress Calls
- Kick-Off Meeting Agenda, Task List, and Notes

Task 2: Preliminary Coordination And Data Gathering

Task 2.1: Preliminary Coordination and Data Gathering

The DHA team will begin by reviewing all available reports, plans, calculations, and other documents provided by the County and their consultants (structures, geotechnical, and hydraulics). DHA will then perform any required initial coordination with the County and their consultants, either separately or combined, to answer any questions on design intent or points of unclarity. Additionally, as the bridge PS&E review and independent check progresses, DHA will coordinate with the County and their consultants as necessary to clarify questions quickly and keep the project on schedule.

Deliverables:

- Coordination Updates

Task 3: Independent Plan Check – 65% Submittal

Task 3.1: Independent Plan Check

DHA will review the unchecked 65% structural design plans for completeness as well as consistency with design calculations and codes. The plans will also be reviewed for consistency with other disciplines such as roadway, hydraulics, and geotech. DHA's plan review will also include a constructibility review. The constructibility review of the bridge plans will focus on identifying any potential major construction issues as well as any refinements that could be made to optimize structure construction and efficiency to reduce costs. DHA will tabulate plan comments in a comment resolution matrix as well as provide redlines of the comments on the plans themselves.

The plan comments will then be coordinated with the County and their consultants to address comments, changes, and/or corrections required by the independent check and review. A final review set will be submitted to the County showing that all review comments on the structure PS&E package were reconciled.

Deliverables:

- Comment Resolution Matrix of Plan Comments
- Redline Comments on Plan Set
- Constructibility Review

Task 4: Independent Design Check – 65% Submittal

Task 4.1: Independent Design Check

In conjunction with the independent plan check DHA will perform an independent design check. The independent design check will consist of preparing independent structural design calculations including references and assumptions. The independent design calculations will be used to verify the design and intent shown on the structure plans. Independent design calculations that result in changes to the structures plans will be added to the plan set markups and comment resolution matrix so they can be coordinated and reconciled with the County and their consultants. A registered civil engineer licensed in the State of California will sign and stamp the independent structural design calculations.

Task 4.2: Independent Quantity Check

DHA will utilize the plans, specifications, and independent check review to develop an independent set of quantities for the bridge. Bridge quantities will be prepared by individuals experienced in this work and the quantity calculations will be organized and detailed for use by field inspectors during construction. Standard Caltrans summary sheets will be used for bridge quantity calculations, aiding in facilitating the review process and use by the construction personnel. Bridge quantities will be coordinated and reconciled with the County and their consultants such that the quantities agree within tolerances prescribed in Chapter 11 of the Caltrans Bridge Design Aids Manual. Any deviations will be resolved and the Marginal Estimate sheet will be prepared. A registered civil engineer licensed in the State of California will sign and stamp the independent structural quantity calculations.

Task 4.3: Independent Specifications Review

DHA will review the structure technical specifications prepared for the project. DHA's review will check for consistency of the structure technical specifications with the project plans and the Caltrans Standard Special Provisions, as well as provide comments from DHA's construction experience on similar projects. DHA's review will focus on consistency with Caltrans standards and optimization of the specifications to improve clarity and reduce the potential for changes in construction.

Deliverables:

- Comment Resolution Matrix of Plan Comments
- Redline Comments on Plan Set
- Independent Design Calculation Set
- Independent Quantity Package
- Technical Specification Review

Matt Burgard 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.

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 180 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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**COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION**



**REQUEST FOR PROPOSALS
FOR
PROFESSIONAL DESIGN SERVICES**

FOR

**FOOTHILL ROAD
LOW WATER CROSSING REPLACEMENT
(BRIDGE NO. 51C-0381)
OVER THE CUYAMA RIVER**

**COUNTY PROJECT NO. 862339
Solicitation No. SIC-01
FEDERAL-AID PROJECT NO. NBIL-5951 (140)**

October 11, 2018

**County of Santa Barbara
Public Works Department – Transportation
123 East Anapamu Street
Santa Barbara, CA 93101
(805) 568-3094**

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1 RFP SUMMARY

Issue Date	Thursday, 10/11/2018
Due Date and Time	Thursday, 11/01/2018 by 5:00 PM
Agency Contact Person	Ron Bensel, Project Manager bensel@cosbpw.net , (805) 568-3123
RFP Inquiries	All RFP questions must be received no later than Thursday, 10/25/2018 by 5:00 PM and must be submitted via email to Ron Bensel. Confirmation of receipt will be provided. All questions that are received will be responded to in writing and posted no later than Monday, 10/29/2108 on the County Public Works RFP website at https://rfp.cosbpw.net/Cons/RFPAdvProp.aspx .
RFP Proposal Submittal *	Electronic submittals only. Email downloadable RFP proposal to Ron Bensel. Confirmation of receipt will be provided.
Cost Proposal Submittal *	Mail/deliver one (1) hard copy of the sealed cost proposal, individual and separate from the emailed RFP proposal.
RFP Page Limit	The cumulative total pages for the proposal must not exceed 30 pages (minimum 12 font size, single-spaced). Page count is exclusive of cover letter, blank pages or tabs, and required forms (i.e. LAPM, Consultant Information Sheet, Attachment B Cover Sheet, etc.).
Funding Source(s)	Federal Transportation Improvement Program, Highway Bridge Program (HBP)
Mail Delivery Information *	County of Santa Barbara Public Works Department – Transportation Division 123 East Anapamu Street Santa Barbara, CA 93101 Attn: Ron Bensel
* Postmark dates shall not serve as delivery dates. Proposals must be received prior to or on the date due. Proposals received after the due date and time or received at the wrong location/email address are considered nonresponsive and shall be rejected.	

This RFP includes DBE information and requirements (Attachment A). If all required information is not provided, a proposal will be considered nonresponsive and rejected without evaluation.

DESCRIPTION	DATE *	TIME * (IF APPLICABLE)
Request for Proposal Issue Date	10/11/2018	
Deadline for Questions	10/25/2018	5:00 PM
Due Date and Time for proposals including a Separately Sealed Cost Proposal	11/01/2018	5:00 PM
Review Completion	11/07/2018	
Consultant Selection (Notification)	11/08/2018	
Consultant Negotiations Begin	11/12/2018	
Consultant Negotiations End	11/15/2018	
Award Date (By Board or Purchasing Agent)	01/08/2019	
Notice to Proceed	01/15/2019	
Estimated Start Date	01/15/2019	
Estimated End Date	02/25/2019	
* Unless otherwise noted, all dates and times are estimates that at the County's sole discretion, may be changed without notice.		

2 PROJECT INTRODUCTION AND PURPOSE

2.1 ORGANIZATION

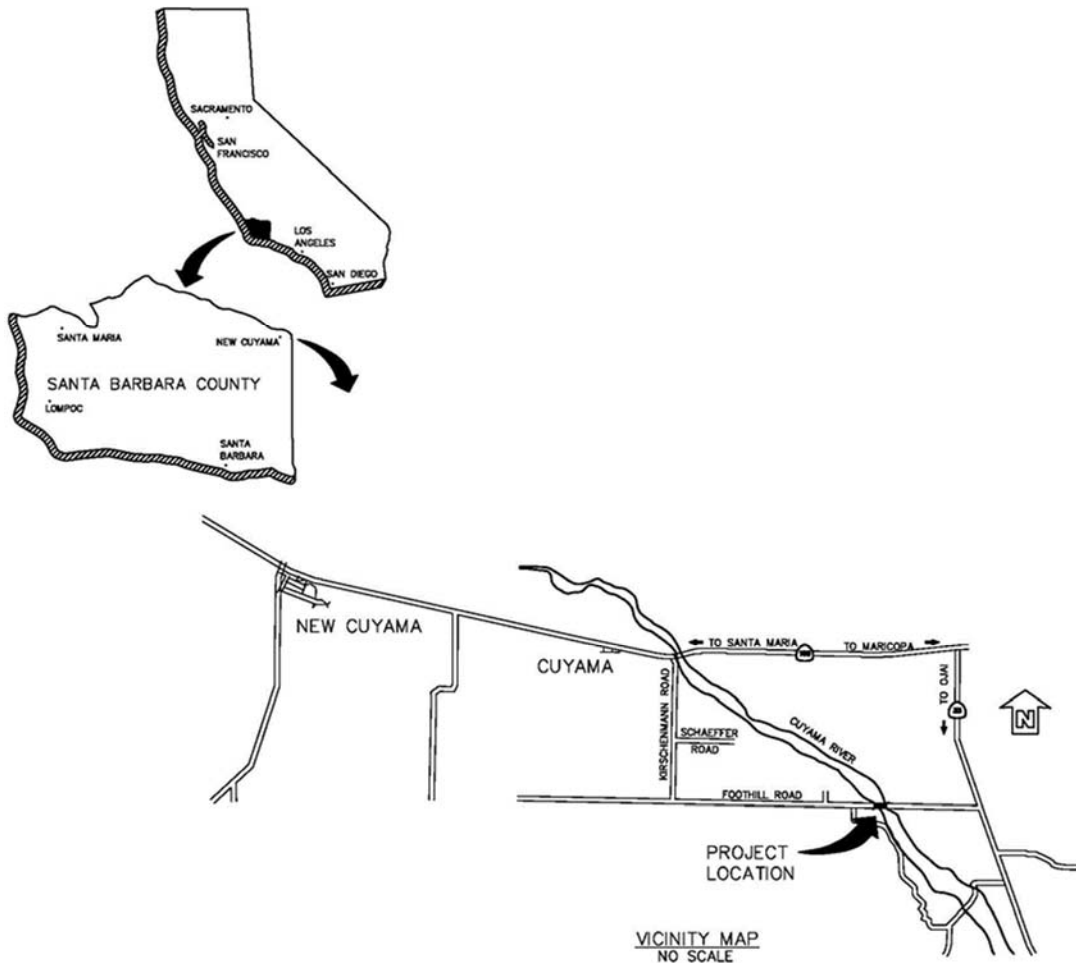
The County is the lead agency for this Project and is governed by the Santa Barbara County Board of Supervisors (Board). Reporting to the Board is the Public Works Director. The County Project Manager is Ron Bensel, serving in Public Works.

2.2 PROJECT DESCRIPTION

The County is soliciting proposals from qualified Consultants to provide professional design services as outlined within this Request for Proposal (RFP) for the Foothill Road Low Water Crossing Replacement (Bridge No. 51C-0381) over the Cuyama River Project (Project). The purpose of this RFP is to provide the expertise needed to comprehensively review structural plans, perform independent design calculations and quantities check, and prepare an independent review of structural technical specifications for the Project.

The existing at-grade low water crossing on Foothill Road is to be replaced by (Bridge No. 51C-0381) at the Cuyama River, approximately 8.7 miles east-southeast of New Cuyama, California and 1.5 miles west of State Route 33.

The total bridge length would approximately be 1,430 feet and supported on either end by abutments founded on five 30-inch diameter cast-in-drilled-hole piles. The bridge deck would be supported by 32 sets of five 30-inch diameter cast-in-drilled-hole piles with extension columns, which would produce 31 spans of 44 feet each with the remaining two spans at 33 feet. The bridge deck would be a cast-in-place reinforced concrete slab, approximately 39 feet and 11 3/4 inches in width. The bridge deck would provide two 12 feet wide traffic lanes, a four feet wide shoulder on each lane, and a five feet wide pedestrian walkway. Concrete barriers would be provided on each side of the two traffic lanes, which would provide safety separation between the traffic lanes and pedestrian walkway. The edge of the bridge deck along the pedestrian walkway would be provided with a metal picket hand railing. The top of the bridge deck would be a maximum of 20 feet above the river bed.



2.3 PURPOSE AND NEED

The purpose of this RFP is to fill the expertise and staffing needs to comprehensively review structural plans, perform independent design calculations and quantities check, and prepare an independent review of structural technical specifications for the Project.

2.4 PROJECT BACKGROUND

The existing Foothill Road low water crossing at the Cuyama River is approximately 1,600 feet long and subject to flooding during major storm events. Foothill Road is an east-west, two-lane rural roadway that begins at its junction with State Route 33 and continues about 8.6 miles west until Bell Road. The low water crossing is equipped with gates and signage used to close the roadway in the event of high surface flow.

A Structure Type Selection Report was prepared and provided a recommended structure that adheres to the Caltrans Highway Design Manual guidelines. The Project also includes roadway approach and drainage improvements, rock slope protection, and habitat restoration.

The Project would improve overall traffic circulation, public safety, and emergency access along Foothill Road and surrounding communities during all weather conditions. Highway Bridge Program funds the Project, while Toll Credits provide the local match. Funding is administered through Caltrans that requires permits and approval from federal and state agencies.

The following work has already been completed for this Project:

1. Biological Assessment by Padre Associates, Inc.
2. Natural Environment Study by Padre Associates, Inc.
3. Initial Study/Mitigated Negative Declaration by Padre Associates, Inc.
4. Historic Property Survey Report/Archaeological Survey Report/APE Map by Applied EarthWorks, Inc.
5. Project Report by County of Santa Barbara
6. Hydraulic Study by Avila and Associates
7. Preliminary Foundation Report by Padre Associates, Inc.
8. Bridge Foundation Report by Yeh and Associates, Inc.
9. 65% Submittal of Structural Design Plans by Rende Consulting Group
10. 65% Submittal of Roadway Design Plans by the County

2.5 PROCUREMENT AND PROJECT SCHEDULE

Unless otherwise noted, all dates and times are estimates that at County's sole discretion may be changed without notice.

DESCRIPTION	DATE	TIME (IF APPLICABLE)
Request for Proposal Issue Date	10/11/2018	
Deadline for Questions	10/25/2018	5:00 PM
Due Date and Time for proposals including a Separately Sealed Cost Proposal	11/01/2018	5:00 PM
Review Completion	11/07/2018	
Consultant Selection (Notification)	11/08/2018	
Consultant Negotiations Begin	11/12/2018	
Consultant Negotiations End	11/15/2018	
Award Date (By Board or Purchasing Agent)	01/15/2019	
Notice to Proceed (Executed Contract to follow)	01/15/2019	
Estimated Start Date	01/15/2019	
Estimated End Date	02/25/2019	

3 SCOPE OF WORK AND PROJECT DELIVERABLES

3.1 DESCRIPTION OF WORK

The successful Consultant must perform a plan check of the current structural plans (65-Percent) and review design calculations while coordinating with the geotechnical and structure consultants to confirm and ensure structural integrity and compliance with applicable regulations and standards. A registered civil engineer licensed in the State of California must sign and stamp the independent structural design calculations and independent structural quantity calculations deliverables. The successful consultant must complete an independent review of the structural technical specifications as well.

3.2 TASKS AND DELIVERABLES

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

1. Project Management, Team Leadership, and Quality Control
 - a. Manage, administer, and coordinate all work including QA/QC
 - b. Coordinate with and inform County Project Manager of schedule, design, or budget changes
 - c. Prepare agenda, task list, minutes, and attend kickoff meeting (GoTo Meeting)
2. Preliminary Coordination and Data Gathering
 - a. Coordinate with structure consultant
 - b. Coordinate with geotechnical consultant or County staff
 - c. Coordinate with hydraulics consultant for hydrologic and hydraulic analysis information
3. Independent Plan Check – 65% Submittal
 - a. Review unchecked 65% structural design plans to ensure plans are consistent with proposed design calculations and coordinate with structure consultant, provide a summary of comments in a spreadsheet, and coordinate with lead structure designer on responses
4. Independent Design Check – 65% Submittal
 - a. Perform and submit independent structural design calculations including references and assumptions
 - b. Prepare and submit independent structural quantity calculations and estimate
 - c. Perform and submit independent review of structural technical specifications

3.3 STANDARDS

The Consultant is expected to be familiar with and adhere to the latest edition of pertinent standards including but not limited to:

- All deliverables must be prepared in accordance with the latest County, AASHTO LRFD Bridge Design Specifications, and Caltrans regulations, policies, procedures, guidelines, and standards.
- All deliverables will comply with County, State, and Federal regulations.
- All deliverables will be in English units.

4 PROPOSAL SUBMITTAL

4.1 SUBMITTAL INSTRUCTIONS

The cumulative total page count for the proposal must not exceed 30 pages (minimum 12 font size, single-spaced). Page count limit is exclusive of cover letter, blank pages or tabs, and required forms (i.e. LAPM, Consultant Information Sheet, Attachment B Cover Sheet, etc.).

Separate from the proposal; submit a cost proposal in a separately sealed envelope to be opened after the evaluation and selection process.

Proposer is required to submit one (1) electronic copy in PDF format of the proposal on a CD/DVD, five (5) hard copies of all proposal materials, and (1) separately sealed cost proposal by the deadline* of Thursday, November 01, 2018 by 5:00 PM to:

County of Santa Barbara
Public Works Department - Transportation
123 East Anapamu Street
Santa Barbara, CA 93101
Attn: Ron Bensel

* Postmark dates shall not serve as delivery dates. Proposals must be received prior to or on the date due. Proposals received after the due date and time or received at the wrong location/email address are considered nonresponsive and shall be rejected without evaluation.

Proposals shall be held in confidence and shall not be available for public review until the conclusion of the negotiation process. Thereafter, all proposals shall become public record. County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. Proposals will not be returned. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the selected Consultant.

4.2 PROPOSAL CONTENTS

Proposals shall contain the following information in the order listed:

1. Transmittal Letter

Transmittal letter should indicate the Consultant's basic understanding of the County's needs and the Consultant's understanding of the work required. The letter must be signed by an official or representative authorized to negotiate and contractually bind the Consultant with the County. The letter shall be wet-signed in blue ink.

2. Consultant Information, Qualifications, & Experience

The County will only consider submittals from Consultants that demonstrate they and the proposed staff have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include:

- a. Contracting agency
- b. Contracting agency Project Manager
- c. Contracting agency contact information
- d. Contract amount
- e. Funding source(s)
- f. Date of contract
- g. Date of completion
- h. Consultant Project Manager and contact information
- i. Project objective
- j. Project description
- k. Project outcome

3. Organization and Approach

- a. Describe the roles and organization of your proposed team for this project. Indicate the composition and number of project staff, facilities available, and experience of your team as it relates to this

project including any subcontractors.

- b. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
- c. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the Project for the duration of the Project.

4. Performance Work Statement

- a. Include a detailed Scope of Work Statement describing all services to be provided.
- b. Describe your understanding of project deliverables.
- c. Describe your cost control and budgeting methodology.

5. Scheduling

Demonstrate scheduling knowledge by providing a resource loaded schedule for the provision of Consultant services on the Project assuming 20 working days total and a work window from January 15 to February 25. All work shall be completed and invoiced by March 1, 2019. The intent of this portion of your proposal is to show your aptitude with resource loaded scheduling. In order to assess duration and resources, the project planning and scheduling of tasks shall be done using a Gantt chart.

6. Conflict of Interest

Consultants and consultant firms submitting proposals in response to this RFP must disclose to the County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consultant services to be awarded pursuant to this RFP. If the consultant or firm has no conflict of interest, a statement to that effect shall be included in the proposal. The selected consultant shall refrain from and disclose subsequent potential conflicts during this contract.

7. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.

8. Contract Agreement

Consultant must provide a brief statement affirming that the proposal terms will remain in effect for ninety (90) days following the date proposal submittals are due. Consultant must review the sample agreement and acknowledge their acceptance of the terms of that agreement in the space provided on the Attachment B coversheet. A proposal failing to acknowledge acceptance of the sample Agreement for Services of Independent Contractor will be considered nonresponsive and rejected without evaluation. A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 49 CFR Part 18, 48 CFR Part 31, and 2 CFR Part 200.

9. Disadvantaged Business Enterprise (DBE) Information

All DBE requirements must be adhered to (see Attachment A). Include a statement signed by the owners or authorized individual(s) acknowledging DBE information and requirements.

- a. Proposal must include Caltrans LAPM Exhibit 10-O1, Consultant Proposal DBE Commitment.
- b. Successful proposer must execute and return Caltrans LAPM Exhibit 10-O2, Consultant Contract DBE Information prior to execution of Contract.

10. Separately Sealed Cost Proposal

Each Consultant must submit the cost proposal in a separate, sealed envelope. The cost proposal must be furnished in the Caltrans LAPM Exhibit 10-H format (<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>). The cost proposal must be accompanied with a "Not-to-Exceed Fee", the Consultant's hourly rate schedule, and an additional resource allocation matrix, including all content described above in addition to hourly rates for each team member, fee subtotals for each task, profit and the total fee for all proposed services.

11. Consultant Information Sheet

Complete "Consultant Information Sheet" provided in Attachment C of this RFP.

4.3 QUESTIONS, CLARIFICATIONS, AND/OR REVISIONS

Proposers are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions or

deficiencies regarding this RFP via email to bensel@cosbpw.net no later than 5:00 PM on Thursday, October 25, 2018. All questions that are received will be responded to in writing and posted no later than Monday, October 29, 2018 on the County Public Works RFP website at <https://rfp.cosbpw.net/Cons/RFPAdvProp.aspx>.

If the Proposer fails to notify the County of any condition stated above that reasonably should have been known to the Proposer, and if a contract is awarded to that Proposer, the Proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Revisions or addenda to this RFP will be made only by official addendum issued by the County. If an addendum is issued to the RFP, it will be posted on the County Public Works website on or before Monday, October 29, 2018 at 5:00 PM. County has the discretion to extend the proposal submittal deadline if an addendum to the RFP is issued. It is the responsibility of proposers to determine if addenda have been issued. Any addenda to the RFP will become part of the RFP. Proposers are responsible for checking the website for addenda prior to submitting their proposal.

4.4 WITHDRAWAL OF PROPOSALS

Proposers may withdraw a proposal, in writing, at any time up to the closing deadline. A written withdrawal notice must be received by the County. The notice must be signed by an authorized representative. If a previously submitted proposal is withdrawn before the closing deadline, the Proposer may submit another proposal at any time up to the closing deadline.

4.5 FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, shall be subject to rejection.

4.6 RIGHT TO ACCEPT, REJECT, CANCEL, OR WAIVE

The County reserves the right to accept or reject any or all proposals or any part thereof, or to waive any informalities or minor irregularities in the proposals, and to make an award on the basis of suitability, quality of service to be provided, and ability to perform the Requirements. The County also reserves the right to cancel this RFP in part or in its entirety.

5 PROPOSAL EVALUATION

5.1 BASIS OF AWARD

The proposal selection process is based on a qualifications-based selection procedure. The most qualified proposers will demonstrate the ability to deliver quality work on schedule consistent with the requirements of this RFP. Following review of the proposals and scoring, some or all of the proposers will be invited for in-person or phone interviews. Following the interviews, the selection committee will develop and recommend a selection based on the 1) Written Proposal, and if applicable, 2) Performance at the oral interview. The County reserves the right to make a final selection without an interview. The selection committee will make a recommendation to the Public Works Director to enter negotiations with the Proposer whose proposal is evaluated to be the most qualified.

5.2 EVALUATION

All responsive proposals will be evaluated by a Selection Committee as outlined in the criteria below. The Selection Committee may be composed of County staff and other parties that may have expertise or experience in the services described herein. The Selection Committee will review the submittals and will rank the proposals. The evaluation of the proposals shall be within the sole judgment and discretion of the Selection Committee. Proposers shall neither contact nor lobby evaluators during the evaluation process. Attempts by Proposer to contact members of the Selection Committee may jeopardize the integrity of the evaluation and selection process and risk possible disqualification of Proposer.

Proposers should bear in mind that any submittal that is unrealistic in terms of the technical or schedule commitments may be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the County requirements as set forth in this RFP.

5.3 EVALUATION CRITERIA

Proposals will undergo an initial administrative review prior to evaluation. Any Proposal which fails to meet the submission requirements may be considered non-responsive and may be rejected. Responsive proposals will be evaluated according to each Evaluation Criteria, and scored on a zero to five point rating. The scores for all the Evaluation Criteria will then be multiplied according to their assigned weight to arrive at a weighted score for each proposal. A submittal with a high weighted total will be deemed of higher quality than a proposal with a lesser-weighted total. The final maximum evaluation score is one hundred (100) points.

The Evaluation Criteria Summary and their respective weights are as follows:

1. Understanding of Work to be Done (30 Points)
How well does the project team or project manager understand work to be done, including but not limited to: Structures; Roadway; Geotechnical; Hydraulics; Environmental.
2. Project Team and Experience with Similar Projects (30 Points)
How closely does the project team experience match that needed to successfully complete project? Especially in the areas of Structures, Geotechnical, Hydraulics, Environmental, which will be individually rated.
3. Financial Responsibility (10 Points)
Does the project manager provide a project development process that is fiscally responsible? Does the cost estimate seem reasonable for the work to be performed? If so, how feasible and responsible is the plan.
4. Understanding of Schedule (20 Points)
How well does the firm understand the various time lines? Does the firm provide a schedule that meets the provided "Important Dates;" and is the schedule feasible?
5. Familiarity with State/Federal/County Procedures (10 Points)
Based on the proposal how well does the project team understand state, federal, and County procedures, guidelines, standards, and requirements?

5.4 RANKING AND NOTIFICATION OF CONSULTANTS

All Consultants that submitted proposals will be informed about the final ranking. Final ranking of evaluated

Consultants will be available publicly online at <https://rfp.cosbpw.net/Cons/RFPAdvProp.aspx>. Consultants may request a debriefing to discuss information as to why they were not the highest ranked.

The cost proposal, presented in a sealed envelope, for the most qualified Consultant will be opened and used to begin negotiations. If agreement cannot be reached, then negotiations proceeds to the next most qualified Consultant. An independent cost estimate developed by the County, in advance of receiving proposals, will be used as a tool for negotiations or terminating unsuccessful negotiations with the next most qualified Consultant. This estimate may be revised, if needed, for use in negotiations with the next most qualified Consultant.

Following successful cost negotiations, all remaining sealed envelopes containing cost proposals will be returned to Consultants.

5.5 NEGOTIATIONS AND AWARD

All finalists may be required to participate in negotiations and submit such price, technical, or other revisions of their proposals as may result from negotiations. County also reserves the right to award the contract without oral briefings or discussion, based upon the initial written proposal. Accordingly, each initial proposal should be submitted on the most favorable terms from a price and a technical viewpoint.

The County reserves the right to negotiate the terms of the contract, including but not limited to: profit, wage rates, and experience level of those assigned to project, cost items, payments, and other fees, with the selected Proposer prior to entering into a contract. The cost proposal submitted by the highest ranking proposer may be used as a starting point for negotiations. An independent cost estimate developed by the County, in advance of receiving proposals, may also be used as a tool for negotiations or for terminating unsuccessful negotiations. The County reserves the right to revise its estimate, if needed, prior to continuing or terminating negotiations.

At the conclusion of negotiations, the selection committee will recommend that the Public Works Director award a contract to the proposer that successfully concluded negotiations.

6 GENERAL TERMS AND CONDITIONS

6.1 SUBCONSULTANTS

Consultant may use subconsultants to perform services described in this RFP. If subconsultants will be used, the subconsultants and the proposed personnel from that organization must be provided per the requirements of this RFP. Subconsultants may not be substituted unless with prior written authorization by the County.

6.2 FINANCIAL MANAGEMENT AND ACCOUNTING SYSTEM REQUIREMENTS

An agreement shall not be awarded to a Consultant without an adequate financial management and accounting system. The agreement that may be awarded will be subject federal cost reporting principles under 2 CFR Part 200.

6.3 LIMITATIONS

This RFP does not commit the County to award a contract, to pay any pre-contractual expenses, or to procure or contract for services or supplies. The County expressly reserves the right to reject any and all submittals or to waive any irregularity or informality in any submittal or in the RFP procedure and to be the sole judge of the responsibility of any proposer and of the suitability of the materials and/or services to be rendered. The County reserves the right to withdraw this RFP at any time without prior notice.

6.4 PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses include any expenses incurred by respondents and selected consultants in:

- Preparing submittals in response to this RFP;
- Submitting responses to the County;
- Negotiations with the County on any matter related to submittals; and
- Other expenses incurred by a consultant or proposer prior to the date of award of any agreement.

6.5 SIGNATURE

The proposal will also provide the following information: name, title, address, and telephone number of the individual with authority to bind the consultant or consultant firm and also who may be contacted during the period of proposal evaluation. The proposal shall be signed by an official authorized to bind the consultant or consulting firm and shall contain a statement to the effect that the proposal is a firm offer for at least a ninety (90) day period. Execution of the contract is expected no later than January 15, 2019.

6.6 VERBAL AGREEMENT OR CONVERSATION

No prior, current, or post award verbal conversations or agreement(s) with any officer, agent, or employee of the County shall affect or modify any terms or obligations of the RFP, or any contract resulting from this RFP.

6.7 CONSULTANT CONTRACT AUDIT AND REVIEW PROCESS REQUIREMENTS

If a contract audit and review is required, the County will ensure that all required documentation is provided to Caltrans Audits and Investigations (A&I) in a timely manner, including all documents for a Conformance Review, if applicable. Negotiations may be completed after receipt of the Caltrans A&I Conformance Letter, if applicable.

The agreement that may be awarded will be subject to audit or review by Caltrans A&I, other state audit organizations, or the federal government.

Consultant and subconsultants must certify their contract costs and financial management system by submitting Exhibit 10-K "Consultant Certification of Contract Costs and Financial Management System" (23 U.S.C. 112(b)(2)(B)).

Consultant and subconsultants must submit cost proposals through the request for audit process. Consultant must also submit the following:

1. Proposed contract between the local agency and consultant.
2. Names, mailing addresses, phone numbers, and email addresses for prime consultant.
3. Name of local agency contact person, phone number, mailing addresses, and email addresses.
4. Prime consultant generated indirect cost rate (ICR) schedule prepared in accordance with Federal Acquisition Regulation Systems (FAR) principles specified in 23 USC 112(b)(2)(B) and applicable CFR's, 23 CFR 172.7(a), and 48 CFR Part 31.

5. A completed internal control questionnaire (ICQ) (see AASHTO Audit Guide, Appendix B), including all applicable attachments, for the prime consultant.
6. And one of the following; if available:
 - a. A copy of the prior fiscal year, and most recently completed fiscal year cognizant approved ICR and approved state DOT Cognizant Letter of Approval.
 - b. A copy of the prior fiscal year, and most recently completed fiscal year, ICR Schedules and audited report by an independent CPA. If a CPA audited ICR is available for the appropriate fiscal year (applicable one-year accounting period), then the consultant must use the audited ICR, or a lower ICR (see 23 CFR 172.7(b) for guidelines).
 - c. A copy of the prior, and most recently completed fiscal year, ICR(s) evaluation or audit report on a prior Caltrans or local agency contract, and any other governmental agency report/review/attestation.
7. And Consultant must finally submit the following:
 - a. A state Department of Transportation's approved indirect cost rate (ICR) schedule and the Cognizant Letter of Approval; or
 - b. CPA Audited ICR Audit Report and a copy of the CPA audited financial statements, if any.

6.8 CONTRACT ARRANGEMENTS

The successful consultant is expected to enter into an agreement based on the County's Standard Professional Services Contract. A copy of County's standard form contract for professional and technical services is included as Attachment B. Consultants are required to review the sample Standard Agreement and acknowledge their acceptance of the terms of the Standard Agreement in the space provided on the Attachment B coversheet. A detailed Scope of Work based on the tasks developed by Consultant and submitted in a proposal may be refined during final negotiations and may be incorporated into an agreement between County and Consultant as Exhibit A-1 Consultant Proposal.

1. Disadvantaged Business Enterprise (DBE) Policy
It is the policy of the U.S. Department of Transportation (USDOT) that minority and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.
2. DBE Obligation
The recipient or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of USDOT assisted contracts.
3. Title VI of the Civil Rights Act of 1964
The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000d) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.
4. Equal Employment Opportunity
In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6.9 AMERICANS WITH DISABILITIES ACT (ADA) PROVISIONS

To comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the County representative listed in this RFP. In order to ensure the proposal is in compliance with federal ADA guidelines, Proposers should review the federal ADA guidelines.

7 PROTEST PROCEDURES AND DISPUTE RESOLUTION PROCESS

7.1 PURPOSE AND APPLICABILITY

The procedures described in this section have been established to ensure uniform, timely, and equitable consideration of all complaints received by the County concerning its procurement activities.

The following protest procedures shall be employed for procurements conducted by the County. Such protests shall be applicable only to procurements wherein the County requests bids, proposals, or offers for goods or services financed in whole or in part by public funds.

7.2 DEFINITIONS

The following definitions apply to terms used in this section:

1. Days: Unless otherwise specified, refers to County working days.
2. File or Submit: Refers to the date of receipt by the County.
3. Interested Party: All bidders or proposers involved in a County procurement. This may also include a subcontractor or supplier who shows substantial economic interest in a provision of the RFP, or in the interpretation of such provision.
4. Bid: Refers to and includes: i) the terms "offer" and "proposal" as employed in this document; ii) sealed bids; iii) competitive negotiation, and; iv) non-competitive negotiation.

7.3 BASIS FOR PROTEST

If in the course of a procurement action an interested party has reason to believe that: a) free and open competition does not exist, or; b) the County solicitation documents contain restrictive specifications, such party may file a protest in accordance with the procedures described herein.

In addition to the above, protests may be filed based upon the following factual or alleged circumstances:

1. Violation of federal, state, or local law or regulation;
2. Sole source procurements;
3. Failure to adhere to evaluation criteria set forth in solicitation documents, or use of additional criteria not so published;
4. Changes to evaluation criteria made during the evaluation process;
5. Local or DBE preferences; or
6. Provision of inadequate time to prepare a proposal.

Protests of County procurements filed by interested parties shall be considered in two general categories: 1) those filed prior to contract award, and; 2) protests occurring after contract award.

7.4 PRE-AWARD PROTESTS

The following procedures shall be followed for all protests filed prior to award of contract:

1. Protests must be filed no later than five (5) days prior to the date established in the solicitation for receipt of bids or proposals. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by the County.
2. Protests must be submitted in writing to the attention of the County Project Manager. The written protests shall include:
 - a. The name, address, and telephone number of the protestor;
 - b. The title of the County solicitation;
 - c. A statement of the grounds for the protest, accompanied by all supporting documentation. All grounds must be fully supported with documentation; and,
 - d. The resolution sought from the County by the protestor.
3. The County Project Manager shall receive the protest and issue written notification to the protestor within (5) five days that the matter is undergoing review. The County may provide notice of the protest in writing to all known recipients of solicitation documents.
4. Procurement activity shall be suspended pending resolution of a protest unless one or more of the following conditions exists:
 - a. The goods or services being procured are urgently required;
 - b. Delivery or performance will be unduly delayed by failure to make an award promptly;

- c. Failure to make prompt award will result in termination of a critical County function or activity or otherwise cause undue harm to the County; or,
 - d. The Public Works Director prepares a written finding that such protest is clearly frivolous in nature, and therefore does not warrant a disruption of the procurement process.
5. The County Project Manager shall be responsible for making a written determination that circumstances require the County to proceed with procurement during a pending protest. Unless such determination is made, the procurement shall be suspended pending resolution of the protest. The County Project Manager may provide all parties known to have received solicitation documents notice of such suspension in writing.
6. All protests received within the specified period shall be examined by the County Project Manager, who shall evaluate the matter and, within seven (7) calendar days, forward a recommendation concerning its disposition to the Public Works Director. No additional material shall be accepted for consideration during the protest review unless specifically requested in writing by the County.
7. If applicable, the County Project Manager may attempt to resolve the protest with the protestor. If after receipt of recommendations from the County Project Manager, the Public Works Director elects to a) not attempt such resolution, or b) resolution is attempted but not achieved, the protesting parties may appeal to the Board after thirty (30) calendar days and within thirty-five (35) calendar days after receipt of the protest submittal. Failure to appeal to the Board shall be a waiver of any other rights under the County Protest Procedures.
8. The Board shall formally consider the protests at a public meeting within forty-five (45) calendar days after the date on which the matter was appealed to the Board, or at the next regularly scheduled Board meeting if exceeding the 45-day period. The Board may elect to appoint a subcommittee to review the protest and make a recommendation to the Board at the public meeting. Protesting parties shall be notified in writing of the date on which their matters shall be considered by the Board. Such parties shall be afforded an opportunity to present their case at the Board meeting.
9. The Board shall then make a formal decision on such protests at a public meeting. The decision of the Board, along with a formal record of the protest, shall become a matter of public record, and shall be considered final. The Project Manager shall notify the protestor in writing of any protest decision made by the Board. Except under conditions described in item 4 above, such decision by the Board shall be made prior to award of any contract related to the subject procurement.
10. Should the Board deny the protest, the County may proceed with the procurement process. In the case of FTA-funded procurements, no contract shall be awarded within five (5) days following the Board's decision unless such award is necessary due to circumstances described in item 4 above. If the decision of the Board is to uphold the protest, then the County shall proceed pursuant to Board direction.
11. No court shall maintain subject matter jurisdiction prior to completion of the administrative process described herein.

7.5 POST-AWARD PROTESTS

Protests received after award of contract shall be considered only if received within five (5) days following the date on which the Public Works Director's award recommendation is made. Post-award protests received after that time shall not be considered. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by the County.

Post-award protests shall be processed in the same fashion as that employed for pre-award protests. However, the award shall remain valid and procurement activities shall continue unless the Public Works Director determines in writing that suspension of such award is necessary pending protest resolution. In that event, the awardee shall be so notified in writing, and the County Project Manager shall effect an agreement with the Contractor for suspension of activity.

8 ATTACHMENT A – DBE REQUIREMENTS

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

January, 2018

LOCAL ASSISTANCE PROCEDURES MANUAL

LPP 13-01, Page 1 of 2

The Agency has established a DBE goal for this Contract of 0%

1. TERMS AS USED IN THIS DOCUMENT

- a. The term “Disadvantaged Business Enterprise” or “DBE” means a for-profit small business concern owned and controlled by a socially and economically disadvantaged person(s) as defined in Title 49, Code of Federal Regulations (CFR), Part 26.5.
- b. The term “Agreement” also means “Contract.”
- c. Agency also means the local entity entering into this contract with the Contractor or Consultant.
- d. The term “Small Business” or “SB” is as defined in 49 CFR 26.65.

2. AUTHORITY AND RESPONSIBILITY

- a. DBEs and other small businesses are strongly encouraged to participate in the performance of Contracts financed in whole or in part with federal funds (See 49 CFR 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs”). The Consultant must ensure that DBEs and other small businesses have the opportunity to participate in the performance of the work that is the subject of this solicitation and should take all necessary and reasonable steps for this assurance. The proposer must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.
- b. Proposers are encouraged to use services offered by financial institutions owned and controlled by DBEs.

3. SUBMISSION OF DBE INFORMATION

If there is a DBE goal on the contract, Exhibit 10-O1 Consultant Proposal DBE Commitment must be included in the Request for Proposal. In order for a proposer to be considered responsible and responsive, the proposer must make good faith efforts to meet the goal established for the contract. If the goal is not met, the proposer must document adequate good faith efforts. All DBE participation will be counted towards the contract goal; therefore, all DBE participation shall be collected and reported.

Exhibit 10-O2 Consultant Contract DBE Information must be included with the Request for Proposal. Even if no DBE participation will be reported, the successful proposer must execute and return the form.

4. DBE PARTICIPATION GENERAL INFORMATION

It is the proposer’s responsibility to be fully informed regarding the requirements of 49 CFR, Part 26, and the Department’s DBE program developed pursuant to the regulations. Particular attention is directed to the following:

- a. A DBE must be a small business firm defined pursuant to 13 CFR 121 and be certified through the California Unified Certification Program (CUCP).

EXHIBIT 10-I NOTICE TO PROPOSERS DBE INFORMATION

January, 2018

LOCAL ASSISTANCE PROCEDURES MANUAL

LPP 13-01, Page 2 of 2

- b. A certified DBE may participate as a prime consultant, subconsultant, joint venture partner, as a vendor of material or supplies, or as a trucking company.
- c. A DBE proposer not proposing as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - i. The proposer is a DBE and will meet the goal by performing work with its own forces.
 - ii. The proposer will meet the goal through work performed by DBE subconsultants, suppliers or trucking companies.
 - iii. The proposer, prior to proposing, made adequate good faith efforts to meet the goal.
- d. A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.
- e. A DBE must perform a commercially useful function pursuant to 49 CFR 26.55, that is, a DBE firm must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- f. The proposer shall list only one subconsultant for each portion of work as defined in their proposal and all DBE subconsultants should be listed in the bid/cost proposal list of subconsultants.
- g. A prime consultant who is a certified DBE is eligible to claim all of the work in the Contract toward the DBE participation except that portion of the work to be performed by non-DBE subconsultants.

5. RESOURCES

- a. The CUCP database includes the certified DBEs from all certifying agencies participating in the CUCP. If you believe a firm is certified that cannot be located on the database, please contact the Caltrans Office of Certification toll free number 1-866-810-6346 for assistance.
- b. Access the CUCP database from the Department of Transportation, Office of Business and Economic Opportunity Web site at: <http://www.dot.ca.gov/hq/bep/>.
 - i. Click on the link titled Disadvantaged Business Enterprise;
 - ii. Click on Search for a DBE Firm link;
 - iii. Click on Access to the DBE Query Form located on the first line in the center of the page.

Searches can be performed by one or more criteria. Follow instructions on the screen.

6. MATERIALS OR SUPPLIES PURCHASED FROM DBES COUNT TOWARDS THE DBE GOAL UNDER THE FOLLOWING CONDITIONS:

- a. If the materials or supplies are obtained from a DBE manufacturer, count 100 percent of the cost of the materials or supplies. A DBE manufacturer is a firm that operates or maintains a factory, or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Contract and of the general character described by the specifications.
- b. If the materials or supplies purchased from a DBE regular dealer, count 60 percent of the cost of the materials or supplies. A DBE regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- c. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment shall be, by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this section.
- d. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

July 23, 2015

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

1. Local Agency: County of Santa Barbara 2. Contract DBE Goal: 0%
3. Project Description: Foothill Road Low Water Crossing Replacement Project (Br. 51C-0381)
4. Project Location: Foothill Road over the Cuyama River 1.6 miles west of S.H. 33 near Cuyama, CA
5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	%
17. Local Agency Contract Number: <u>(805) 568-3094</u> 18. Federal-Aid Project Number: <u>NBIL-5951(140)</u> 19. Proposed Contract Execution Date: _____ Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
20. Local Agency Representative's _____	21. Date _____	12. Preparer's Signature _____	13. Date _____
22. Local Agency Representative's Name _____	23. Phone _____	14. Preparer's Name _____	15. Phone _____
24. Local Agency Representative's Title _____		16. Preparer's Title _____	

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

ADA Notice:

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

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

July 23, 2015

EXHIBIT 10-01 INSTURCTIONS

Page 2 of 2

CONSULTANT 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. Consultant's Name - Enter the consultant's firm name.
6. Prime Certified DBE - Check box if prime contractor is a certified DBE.
7. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
8. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
9. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
10. DBE % - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
11. Total Claimed DBE Participation % - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
12. Preparer's Signature - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
13. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
14. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
15. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
16. Preparer's Title - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

17. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
18. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
19. Proposed Contract Execution Date - Enter the proposed contract execution date.
20. 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 Consultant Section of this form is complete and accurate.
21. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
22. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
23. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
24. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

July 23, 2015

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

1. Local Agency: County of Santa Barbara 2. Contract DBE Goal: 0%
3. Project Description: Foothill Road Low Water Crossing Replacement Project (Br. 51C-0381)
4. Project Location: Foothill Road over the Cuyama River 1.6 miles west of S.H. 33 near Cuyama, CA
5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			
20. Local Agency Contract Number: <u>(805) 568-3094</u>		14. TOTAL CLAIMED DBE PARTICIPATION	\$
21. Federal-Aid Project Number: <u>NBIL-5951(140)</u>			%
22. Contract Execution Date: _____			
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.	
23. Local Agency Representative's _____	24. Date _____	15. Preparer's Signature _____	16. Date _____
25. Local Agency Representative's Name _____	26. Phone _____	17. Preparer's Name _____	18. Phone _____
27. Local Agency Representative's Title _____		19. Preparer's Title _____	

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

ADA Notice:

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

EXHIBIT 10-02 CONSULTANT CONTRACT DBE COMMITMENT

July 23, 2015

EXHIBIT 10-02 INSTRUCTIONS

Page 2 of 2

CONSULTANT 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. Consultant's Name - Enter the consultant'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 consultant.
8. Total Dollar Amount for ALL Subconsultants – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
9. Total number of ALL subconsultants – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant 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 consultant'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 consultants. Also, enter the prime consultant'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 consultant 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 consultant's firm must sign their name.
16. Date - Enter the date the DBE commitment form is signed by the consultant's preparer.
17. Preparer's Name - Enter the name of the person preparing and signing the consultant's DBE commitment form.
18. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
19. Preparer's Title - Enter the position/title of the person signing the consultant'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 Consultant 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 consultant's DBE commitment form.
26. Phone - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

9 ATTACHMENT B – COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

_____ acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent Contractors."

Signature: _____

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 «Con_Name» with an address at «Con_Street» «Con_City» «Con_State» «Con_Zip» (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

«Design_Rep» at phone number «Design_Phone» is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. «Contact» at phone number «Contact_No» is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated 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: «Design_Rep», Public Works Transportation, «Depart_Address» «Depart_City», «Depart_State» «Depart_Zip», «Design_Email», FAX: «Depart_FAX»

To CONTRACTOR: «Con_Name» «Con_Street» «Con_City» «Con_State» «Con_Zip» «Con_Fax»

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. This contract shall go into effect on «FWD», contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on «LWD», unless extended by contract amendment or unless earlier terminated.

B. CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

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.

6. FEDERAL AND STATE PREVAILING WAGE RATES

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 contract 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.

OR

A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

7. 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. All subcontracts shall contain the above provisions.

8. 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.

9. 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.

10. SUBCONTRACTING

A. Nothing contained in this contract 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 contract shall be subcontracted without written authorization by

COUNTY's Contract Administrator, 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 contract shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subcontractor(s).

11. EQUIPMENT PURCHASES

A. Prior authorization in writing, by COUNTY's Contract Administrator 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 Contract Administrator; 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 contract 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 contract, or if the contract 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.

12. DEBARMENT AND SUSPENSION

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.

13. 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.

14. 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 contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, 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 contract.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subcontractor whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

15. 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.

16. 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.

17. 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.

18. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractors, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts shall contain this provision.

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.

19. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract 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 contract.

20. INDEMNIFICATION AND INSURANCE

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

21. NONDISCRIMINATION

A. 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.

B. STATEMENT OF COMPLIANCE:

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 Contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing

Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

3. The CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California 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.

4. The CONTRACTOR, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

22. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONTRACTOR warrants that this contract 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 contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

23. 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.

24. 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 contract 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).

25. 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.

26. 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.

27. 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.

28. TERMINATION

A. COUNTY reserves the right to terminate this contract for convenience upon thirty (30) calendar days written notice to CONTRACTOR with the reasons for termination stated in the 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. COUNTY may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.

C. 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.

D. The maximum amount for which the COUNTY shall be liable if this contract is terminated is «County_Liability» dollars.

E. 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. 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.

29. 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.

30. 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.

31. 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.

32. TIME IS OF THE ESSENCE

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

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. **MANDATORY DISCLOSURE**

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Contractor is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. 3321.)

43. **PROCUREMENT OF RECOVERED MATERIALS**

CONTRACTOR shall 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.

EXHIBIT A
STATEMENT OF WORK

{INSERT STATEMENT OF WORK.}

_____ 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.

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 __ days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **xx**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. {ENTER PERIOD(i.e., monthly, quarterly, annually)}, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts)

INDEMNIFICATION

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, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for 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 if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the 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** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

10 ATTACHMENT C – CONSULTANT INFORMATION SHEET

CONSULTANT INFORMATION SHEET

NAME OF BIDDER _____

BUSINESS P.O. BOX _____

CITY, STATE, ZIP _____

BUSINESS STREET ADDRESS _____
(Include even if P.O. Box is used)

CITY, STATE, ZIP _____

TELEPHONE NO. _____ **FAX NO.** _____

CONTRACTOR LICENSE NO. _____ **LICENSE CLASSIFICATION** _____

PUBLIC WORKS CONTRACTOR REGISTRATION NO. _____

BUSINESS TYPE (Check one) **Corporation:** _____ **Partnership:** _____ **Sole Proprietorship:** _____

CONTACT PERSON NAME _____

CONTACT PERSON PHONE NO. _____

CONTACT PERSON EMAIL _____

EMPLOYER'S TAX IDENTIFICATION NUMBER _____

October 25, 2018

ADDENDUM NO. 1 TO THE REQUEST FOR PROPOSERS:



**FOOTHILL ROAD
LOW WATER CROSSING REPLACEMENT
(BRIDGE NO. 51C-0381)
OVER THE CUYAMA RIVER
COUNTY PROJECT NO. 862339**

Solicitation No. SIC-01

FEDERAL-AID PROJECT NO. NBIL-5951 (140)

Prepared By: _____

Date

10/25/2018

Reviewed By: _____

Date

10/25/18

The Proposer's attention is directed to information presented below and to the attached page(s) that contain modifications to the Request for Proposals.

To All Bidders:

The following changes have been made to the Request for Proposal

- Change 1 - Section 4.1
 - a. See paragraph 3, page 7 of 40 (Replace page 7).
- Change 2 - Section 4.2
 - a. Added item 12, Resource Allocation Matrix, page 8 of 40 (Replace page 8)
- Change 3 – Attachment B (Replace entire Attachment B)
 - a. Added clause 11, Subcontractors
 - b. Added clause 20 E. of Audit Review Procedures
 - c. Replaced Exhibit B, Payment Arrangements – Actual Cost Plus Fixed Fee
 - d. Added Exhibit C, Indemnification and Insurance Requirements (for Professional Design)

You are responsible replacing the specified pages.

This Addendum does not alter the Proposal Submittal due date and time for this project. The Proposal Submittal due date and time remains as Thursday, 11/01/2018 by 5:00 PM.

YOU MUST SHOW PROOF OF RECEIPT OF ADDENDUM. ATTACHMENT IS OPTIONAL, ACKNOWLEDGEMENT OF ADDENDA IN PROPOSAL IS REQUIRED

4 PROPOSAL SUBMITTAL

4.1 SUBMITTAL INSTRUCTIONS

The cumulative total page count for the proposal must not exceed 30 pages (minimum 12 font size, single-spaced). Page count limit is exclusive of cover letter, blank pages or tabs, and required forms (i.e. LAPM, Consultant Information Sheet, Attachment B Cover Sheet, etc.).

Separate from the proposal; submit a cost proposal in a separately sealed envelope to be opened after the evaluation and selection process.

Proposer is required to submit one (1) electronic copy in PDF format of the proposal **on a CD/DVD, five (5) hard copies of all proposal materials** via email, and (1) separately sealed **hard copy** cost proposal by the deadline* of Thursday, November 01, 2018 by 5:00 PM to:

County of Santa Barbara
Public Works Department - Transportation
123 East Anapamu Street
Santa Barbara, CA 93101
Attn: Ron Bensel

* Postmark dates shall not serve as delivery dates. Proposals must be received prior to or on the date due. Proposals received after the due date and time or received at the wrong location/email address are considered nonresponsive and shall be rejected without evaluation.

Proposals shall be held in confidence and shall not be available for public review until the conclusion of the negotiation process. Thereafter, all proposals shall become public record. County reserves the right to retain all proposals submitted and use any idea in a proposal regardless of whether that proposal is selected. Proposals will not be returned. Submission of a proposal indicates acceptance by the Consultant of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the County and the selected Consultant.

4.2 PROPOSAL CONTENTS

Proposals shall contain the following information in the order listed:

1. Transmittal Letter

Transmittal letter should indicate the Consultant's basic understanding of the County's needs and the Consultant's understanding of the work required. The letter must be signed by an official or representative authorized to negotiate and contractually bind the Consultant with the County. The letter shall be wet-signed in blue ink.

2. Consultant Information, Qualifications, & Experience

The County will only consider submittals from Consultants that demonstrate they and the proposed staff have successfully completed comparable projects. These projects must illustrate the quality, type, and past performance of the project team. Submittals shall include a detailed description of a minimum of three (3) projects within the past five (5) years which include:

- a. Contracting agency
- b. Contracting agency Project Manager
- c. Contracting agency contact information
- d. Contract amount
- e. Funding source(s)
- f. Date of contract
- g. Date of completion
- h. Consultant Project Manager and contact information
- i. Project objective
- j. Project description
- k. Project outcome

3. Organization and Approach

- a. Describe the roles and organization of your proposed team for this project. Indicate the composition and number of project staff, facilities available, and experience of your team as it relates to this

- project including any subcontractors.
- b. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.
 - c. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the proposing Consultant. Key members, especially the Project Manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the Project for the duration of the Project.
4. Performance Work Statement
 - a. Include a detailed Scope of Work Statement describing all services to be provided.
 - b. Describe your understanding of project deliverables.
 - c. Describe your cost control and budgeting methodology.
 5. Scheduling

Demonstrate scheduling knowledge by providing a resource loaded schedule for the provision of Consultant services on the Project assuming 20 working days total and a work window from January 15 to February 25. All work shall be completed and invoiced by March 1, 2019. The intent of this portion of your proposal is to show your aptitude with resource loaded scheduling. In order to assess duration and resources, the project planning and scheduling of tasks shall be done using a Gantt chart.
 6. Conflict of Interest

Consultants and consultant firms submitting proposals in response to this RFP must disclose to the County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for consultant services to be awarded pursuant to this RFP. If the consultant or firm has no conflict of interest, a statement to that effect shall be included in the proposal. The selected consultant shall refrain from and disclose subsequent potential conflicts during this contract.
 7. Litigation

Indicate if the proposing Consultant was involved with any litigation in connection with prior projects. If yes, briefly describe the nature of the litigation and the result.
 8. Contract Agreement

Consultant must provide a brief statement affirming that the proposal terms will remain in effect for ninety (90) days following the date proposal submittals are due. Consultant must review the sample agreement and acknowledge their acceptance of the terms of that agreement in the space provided on the Attachment B coversheet. A proposal failing to acknowledge acceptance of the sample Agreement for Services of Independent Contractor will be considered nonresponsive and rejected without evaluation. A contract will not be awarded to a consultant without an adequate financial management and accounting system as required by 49 CFR Part 18, 48 CFR Part 31, and 2 CFR Part 200.
 9. Disadvantaged Business Enterprise (DBE) Information

All DBE requirements must be adhered to (see Attachment A). Include a statement signed by the owners or authorized individual(s) acknowledging DBE information and requirements.

 - a. Proposal must include Caltrans LAPM Exhibit 10-O1, Consultant Proposal DBE Commitment.
 - b. Successful proposer must execute and return Caltrans LAPM Exhibit 10-O2, Consultant Contract DBE Information prior to execution of Contract.
 10. Separately Sealed Cost Proposal

Each Consultant must submit the cost proposal in a separate, sealed envelope. The cost proposal must be furnished in the Caltrans LAPM Exhibit 10-H1 format (<http://www.dot.ca.gov/hq/LocalPrograms/lam/forms/lapmforms.htm>). The cost proposal must be accompanied with a "Not-to-Exceed Fee", the Consultant's hourly rate schedule, and an additional resource allocation matrix, including all content described above in addition to hourly rates for each team member, fee subtotals for each task, profit and the total fee for all proposed services.
 11. Consultant Information Sheet

Complete "Consultant Information Sheet" provided in Attachment C of this RFP.
 12. Resource Allocation Matrix and Cost Proposal

Please include a resource allocation matrix of the consultant's proposed project team including in rows a list of the tasks with descriptions for the project, and in columns the name and number of hours proposed per task for each team member proposed to provide each type of service.

4.3 QUESTIONS, CLARIFICATIONS, AND/OR REVISIONS

Proposers are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions or

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

_____ acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent Contractors."

Signature: _____

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 {ENTER BUSINESS} with an address at {ENTER ADDRESS} (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

{ENTER REPRESENTATIVE'S NAME} at phone number {ENTER PHONE NUMBER} is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. {ENTER CONTRACTOR REPRESENTATIVE} at phone number {ENTER PHONE NUMBER} is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated 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: {ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP, FAX NUMBER}

To CONTRACTOR: {ENTER NAME, BUSINESS, ADDRESS, STATE, ZIP, FAX NUMBER}

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. This contract shall go into effect on (DATE), contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on (DATE), unless extended by contract amendment or unless earlier terminated.

B. CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

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.

6. FEDERAL AND STATE PREVAILING WAGE RATES

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 contract 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.

OR

A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

7. 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. All subcontracts shall contain the above provisions.

8. 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.

9. 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.

10. SUBCONTRACTING

A. Nothing contained in this contract 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 contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, 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 contract shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subcontractor(s).

11. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with [insert all subcontractor names here] as identified in Exhibit [Verify exhibit number and whether it is the prime contractor's proposal or the subcontractor's proposal ie; A-1 Contractor's Proposal]. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights. CONTRACTOR shall ensure subcontractor's compliance with California Labor Code, including but not limited to the payment of prevailing wage when required.

12. EQUIPMENT PURCHASES

A. Prior authorization in writing, by COUNTY's Contract Administrator 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 Contract Administrator; 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 contract 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 contract, or if the contract 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.

13. DEBARMENT AND SUSPENSION

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.

14. 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.

15. 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 contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, 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 contract.

C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Section.

D. CONTRACTOR hereby certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. Except for subcontractor whose services are limited to providing surveying or materials testing information, no subcontractor who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

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 contract. 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 contract is also employed by the construction contractor for any project included within this contract.

F. Except for subcontractor whose services are limited to materials testing, no subcontractor who is providing service on this contract shall have provided services on the design of any project included within this contract.

16. 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.

17. 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.

18. 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.

19. RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractors, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts shall contain this provision.

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.

20. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract 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 contract.

D. CONTRACTOR and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, 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, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY contract manager 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 contract 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, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. CONTRACTOR Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and Investigation (Caltrans). Caltrans, 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 Contract Administrator 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 contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

- 1) During a Caltrans' review of the ICR audit work papers created by the CONTRACTOR's independent CPA, Caltrans 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 Caltrans identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY will reimburse the CONTRACTOR at a provisional ICR until a FAR 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 Audit Guide; and other applicable procedures and guidelines} is received and approved by the Department of Audits & Investigations. Provisional rates will be as follows:
 - a) If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed rate.
 - b) If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed rate.
 - c) If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.
- 2) If Caltrans is unable to issue a cognizant letter per paragraph E.1. above, Caltrans 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. Caltrans will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
- 3) If the CONTRACTOR fails to comply with the provisions of this Section E, or if Caltrans 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 provisional 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 provisional ICR will become the actual and final ICR for reimbursement purposes under this contract.
- 4) CONTRACTOR may submit to COUNTY final invoice only when all of the following items have occurred: (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than 60 days after occurrence of the last of these items.

The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

21. INDEMNIFICATION AND INSURANCE

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

22. NONDISCRIMINATION

A. 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.

B. STATEMENT OF COMPLIANCE:

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 Contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. 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.

3. The CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California 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.

4. The CONTRACTOR, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

23. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONTRACTOR warrants that this contract 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 contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

24. 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.

25. 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 contract 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).

26. 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.

27. 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.

28. 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.

29. TERMINATION

A. COUNTY reserves the right to terminate this contract for convenience upon thirty (30) calendar days written notice to CONTRACTOR with the reasons for termination stated in the 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. COUNTY may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.

C. 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.

D. The maximum amount for which the COUNTY shall be liable if this contract is terminated is {ENTER AMOUNT} dollars.

E. 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. 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.

30. 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.

31. 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.

32. 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.

33. TIME IS OF THE ESSENCE

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

34. 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.

35. 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.

36. IMMATERIAL CHANGES

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

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **{ENTER 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:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

{ENTER DEPARTMENT NAME}

CONTRACTOR:

{ENTER NAME OF CONTRACTOR}

By: _____
Director of Public Works

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A
STATEMENT OF WORK

{INSERT STATEMENT OF WORK.}

_____ 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.

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 __ days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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EXHIBIT B

PAYMENT ARRANGEMENTS Actual Cost Plus Fixed Fee

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. 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 CONTRACTOR'S 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's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of \$ {AMOUNT}. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. 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.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Section 11 Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

{ENTER COUNTY/NAME OF CONTRACT ADMINISTRATOR}

{ENTER ADDRESS}

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$ {ENTER AMOUNT}.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts shall contain the above provisions.

EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts)

INDEMNIFICATION

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, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for 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 if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the 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** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement.

Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

EXHIBIT B

PAYMENT ARRANGEMENTS Actual Cost Plus Fixed Fee

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse CONTRACTOR for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONTRACTOR in performance of the work. 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 CONTRACTOR'S 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's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, COUNTY will pay CONTRACTOR a fixed fee of \$ 6,734.01. The fixed fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
- D. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
- E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONTRACTOR's fixed fee will be included in the monthly progress payments. 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.
- F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
- G. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due COUNTY including any equipment purchased under the provisions of Section 11 Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONTRACTOR's work. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

Ron Bensel, P.E.
Santa Barbara County, Public Works Department

Transportation Division
123 E. Anapamu St.
Santa Barbara, CA 93101

- H. The total amount payable by COUNTY including the fixed fee shall not exceed \$ 74,104.51.
- I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

- J. All subcontracts shall contain the above provisions.

PROJECT SUMMARY SHEET

Foothill Road Low Water Crossing Replacement

County of Santa Barbara

Attachment A: Fee Table

County Project #: 862339

11/13/2018



DBE Utilization 0.0%

	DHA		TOTAL	
	HOURS	COST	HOURS	COST
1.0 Project Management				
1.1 Project Management	18	\$2,951.00	18	\$2,951
1.2 Quality Control	8	\$1,715.95	8	\$1,716
1.3 Kick-Off Meeting	2	\$327.89	2	\$328
Total Task 1	28	\$4,994.84	28	\$4,995
2.0 Preliminary Coordination and Data Gathering				
2.1 Preliminary Coordination and Data Gathering	4	\$598.40	4	\$598
Total Task 2	4	\$598.40	4	\$598
3.0 Independent Plan Check - 65% Submittal				
3.1 Independent Plan Check	36	\$5,442.95	36	\$5,443
Total Task 3	36	\$5,442.95	36	\$5,443
4.0 Independent Design Check - 65% Submittal				
4.1 Independent Design Check	368	\$51,056.66	368	\$51,057
4.2 Independent Quantity Check	78	\$7,421.22	78	\$7,421
4.3 Independent Specifications Review	28	\$4,590.44	28	\$4,590
Total Task 4	474	\$63,068.32	474	\$63,068
TOTAL DIRECT LABOR HOURS	542	\$74,105	542	\$74,105
TOTAL PROJECT COST		\$74,104.51	\$74,104.51	

Foothill Road Low Water Crossing Replacement

County of Santa Barbara

Drake Haglan and Associates

County Project #: 8623339

Prime

Attachment A: Fee Table



	Loaded Rate:										TASK HOURS	Labor Cost without Esc	PROJECT ESCALATION	TASK COSTS
	Principal In Charge, Kevin Ross	PM/PE, Matthew Burgard	Constructability Review, Robert Schiebel	Superstructure/Abutments, Jennifer Grant-Martinez	Seismic, Austin Prince	Bent/Columns, Brett Schoppe	Additional Support, Anthony Dubovik II	Additional Support, Joseph DeMartini	Additional Support, Kyle Lundblom					
1.0 Project Management														
1.1 Project Management		18									18	\$2,893.14	\$57.86	\$2,951.00
1.2 Quality Control	4	4									8	\$1,682.31	\$33.65	\$1,715.95
1.3 Kick-Off Meeting		2									2	\$321.46	\$6.43	\$327.89
Total Task 1	4	24									28	\$4,896.90	\$97.94	\$4,994.84
2.0 Preliminary Coordination and Data Gathering														
2.1 Preliminary Coordination and Data Gathering		1		1	1	1					4	\$586.66	\$11.73	\$598.40
Total Task 2	1	1	1	1	1	1					4	\$586.66	\$11.73	\$598.40
3.0 Independent Plan Check - 65% Submittal														
3.1 Independent Plan Check		4	8	8	8	8					36	\$5,336.23	\$106.72	\$5,442.95
Total Task 3	4	4	8	8	8	8					36	\$5,336.23	\$106.72	\$5,442.95
4.0 Independent Design Check - 65% Submittal														
4.1 Independent Design Check		8		88	104	104	8	8	40		368	\$50,055.55	\$1,001.11	\$51,056.66
4.2 Independent Quantity Check		2						60			78	\$7,275.70	\$145.51	\$7,421.22
4.3 Independent Specifications Review		20	8								28	\$4,500.43	\$90.01	\$4,590.44
Total Task 4	30	8	88	104	104	8	8	32	100	100	474	\$61,831.68	\$1,236.63	\$63,068.32
TOTAL DIRECT LABOR HOURS	4	59	16	97	113	113	8	32	100	100	542	\$72,651.48	\$1,453.03	\$74,104.51
TOTAL PROJECT COST												\$74,104.51		

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3
ACTUAL COST-PLUS-FIXED FEE CONTRACT
(ENGINEERING SERVICES)

Note: Mark-ups are Not Allowed

Consultant: Drake Haglan and Associates Prime Consultant Subconsultant 2nd Tier Subconsultant
Project No. NBIL-(512) Contract No. County Project #: 862339 Date: 11/16/2018

Direct Labor

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal Engineer	Kevin Ross *	4.0	\$97.00	\$388.00
Senior Engineer, Range A	Matthew Burgard *	59.0	\$60.00	\$3,540.00
Construction Inspector (Senior)	Robert Schieberl	16.0	\$60.00	\$960.00
Engineer, Range C	Jennifer Grant-Martinez *	97.0	\$55.00	\$5,335.00
Engineer, Range C	Austin Prince *	113.0	\$52.00	\$5,876.00
Engineer, Range B	Brett Schoppe *	113.0	\$52.00	\$5,876.00
Senior Engineer, Range C	Anthony Dubovik II	8.0	\$71.70	\$573.60
Engineer, Range A	Joseph DeMartini	32.0	\$46.00	\$1,472.00
Assistant Engineer, Range A	Kyle Lundblom	100.0	\$31.00	\$3,100.00
Total				\$27,120.60

LABOR COSTS

a) Subtotal Direct Labor Costs \$27,120.60
b) Anticipated Salary Increases (Note 3) \$542.41
c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]** **\$27,663.01**

INDIRECT COSTS

d) Fringe Benefits (Rate): 55.37% e) Total Fringe Benefits [(c) × (d)] \$15,317.01
f) Overhead (Rate): 88.06% g) Overhead [(c) × (f)] \$24,360.05
h) General and Administrative (Rate): _____ i) Gen & Admin [(c) × (h)] _____
j) **INDIRECT COSTS BEFORE FCCM [(e)+(g)+(i)]** **\$39,677.06**

FIXED FEE

k) **TOTAL FIXED PROFIT [(e)+(j)] × 10%** **\$6,734.01**
l) Facilities Capital Cost of Money (Rate): 0.11% i) **FCCM [(c) × (l)]** **\$30.43**

CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description	Quantity	Unit	Unit Cost	Total
Outside Vendor Printing & Reproduction (Note 5)				
U.S. Mail				
Overnight Mail Service				
Personal Vehicle				
Rental Vehicle & Gas		N/A		
Tolls & Parking				
Per Diem (At Current GSA Rate)				
Research Fees				
EDR Record Search				
Cultural Record Search				
Trimble Rental				
l) TOTAL OTHER DIRECT COSTS				\$0

SUBCONSULTANT'S COSTS (add additional pages if necessary)

Subconsultant 1: _____
Subconsultant 2: _____
Subconsultant 3: _____
m) **TOTAL 2nd TIER SUBCONSULTANT'S COSTS** **\$0**

n) **TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + (m)]** **\$0**

TOTAL COST [(c) + (j) + (k) + (i) + (n)] **\$74,104.51**

NOTES:

- Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be fixed for the duration of the contract.
- Anticipated salary increases calculation (page 2) must accompany. Salary increases are included to account for 2019 rates since work will be performed in 2019.
- Pre-approved travel and per-diem costs will be reimbursed in conformance with the current Department of Transportation Travel and Expense Guide for Consultants.
- Pre-approved actual costs are competitive prices from appropriate vendors in their respective industries, and supported by receipts.

Foothill Road Low Water Crossing Replacement

County of Santa Barbara

Attachment A: Fee Table

11/13/2018

Escalation Per Year = 2.00% (\$542.41 Unloaded Total)

Task Costs with Escalation

Page 2 of 3

	Percentage Complete Each Year				Total (Must = 100%)	Pre-Escalation Task Cost	Loaded Escalation	Escalated Cost (based on % complete)
	2018	2019	2020	2021				
1.0 Project Management								
1.10 Project Management		100%			100.00%	\$2,893.14	\$57.86	\$2,951.00
1.20 Quality Control		100%			100.00%	\$1,682.31	\$33.65	\$1,715.95
1.30 Kick-Off Meeting		100%			100.00%	\$321.46	\$6.43	\$327.89
2.0 Preliminary Coordination and Data Gathering								
2.10 Preliminary Coordination and Data Gathering		100%			100.00%	\$586.66	\$11.73	\$598.40
3.0 Independent Plan Check - 65% Submittal								
3.10 Independent Plan Check		100%			100.00%	\$5,336.23	\$106.72	\$5,442.95
4.0 Independent Design Check - 65% Submittal								
4.10 Independent Design Check		100%			100.00%	\$50,055.55	\$1,001.11	\$51,056.66
4.20 Independent Quantity Check		100%			100.00%	\$7,275.70	\$145.51	\$7,421.22
4.30 Independent Specifications Review		100%			100.00%	\$4,500.43	\$90.01	\$4,590.44
TOTAL LOADED ESCALATION							\$1,453.03	\$74,104.51
TOTAL LOADED PROJECT COST WITH ESCALATION								\$74,104.51

Note:

Salary increases are included to account for 2019 rates since work will be performed in 2019.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

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


1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of 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: Dennis Haglan Title*: President

Signature:  Date of Certification (mm/dd/yyyy): 11/13/2018

Email: dhaglan@drakehaglan.com Phone Number: (916) 363-4210

Address: 11060 White Rock Road, Suite 200 | Rancho Cordova, CA 95670

*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:

Independent Design Check

EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts)

INDEMNIFICATION

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, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for 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 if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the 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** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement.

Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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