

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 **UNICO Engineering, Inc.** with an address at **6464 Hollister Ave – Suite 3, Goleta, CA 93117** (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and County agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Brent Clavin at phone number **805-803-8788** is the representative of County and will administer this Agreement for and on behalf of County. **Cesar Montes de Oca** at phone number **530-903-9023** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated County representative may also be referred to herein as the "Contract Administrator."

2. NOTICES

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

To County: **Brent Clavin, Public Works, 620 W Foster Rd, Santa Maria, CA 93455**
805-803-8788, bclavin@countyofsb.org
 To CONTRACTOR: **Cesar Montes de Oca, UNICO Engineering, Inc., 6464 Hollister Ave – Suite 3,**
Goleta, CA 93117, 530-903-9023, cesar@unicoengineering.com

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

3. SCOPE OF SERVICES

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

4. PERFORMANCE PERIOD

- A. CONTRACTOR shall commence performance on **October 1, 2024** and end performance upon completion, but no later than **September 30, 2027** unless otherwise directed by County or unless earlier terminated.
- B. The Director of Public Works, or designee, may extend the period of performance of this Agreement for up to a period of two years by giving written notice of extension to CONTRACTOR.

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent CONTRACTOR as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County.

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION MANDATORY DISCLOSURE

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

9. TAXES

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

10. CONFLICT OF INTEREST

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

CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing County construction project, which will follow.

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

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

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

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full

F. Federal Assurances:

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

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

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

the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

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

- 1) **For Convenience**. County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.
- 2) **For Nonappropriation of Funds**. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify CONTRACTOR of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.
- 3) **For Cause**. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

B. By CONTRACTOR. Should County fail to pay CONTRACTOR all or any part of the payment set forth in Exhibit B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

C. Upon termination, CONTRACTOR shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, County shall pay CONTRACTOR for satisfactory services performed to the date of

termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all

purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

33. HANDLING OF PROPRIETARY INFORMATION

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

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

34. IMMATERIAL AMENDMENTS

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

35. NEWS RELEASES/INTERVIEWS

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

36. FEDERAL AND STATE PREVAILING WAGE RATES

As applicable:

- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. No CONTRACTOR or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project unless registered with the

Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

E. Payroll Records

1. As Each CONTRACTOR and Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - i. The information contained in the payroll record is true and correct.
 - ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
 - i. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
 - ii. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.
 - iii. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or Subcontractor performing the work shall not be marked or obliterated.
5. The CONTRACTOR shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONTRACTOR or Subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

F. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

G. Penalty

1. The CONTRACTOR and any of its Subcontractors shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONTRACTOR or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code

§§1770 to 1780, inclusive.

2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or Subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or Subcontractor.
4. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONTRACTOR and the Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
 - c. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
 - d. Prior to making final payment to the Subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COUNTY shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

H. Hours of Labor

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

I. Employment of Apprentices

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

for the AGREEMENT work. The CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

37. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

38. SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between County and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to County for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from County's obligation to make payments to the CONTRACTOR.
- B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by County's designated representative, except that, which is expressly identified in the approved Cost Proposal.
- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by County.
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- E. Any substitution of subcontractor(s) must be approved in writing by County's designated representative prior to the start of work by the subcontractor(s).

F. Prompt Progress Payment

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

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

G. Prompt Payment of Withheld Funds to Subcontractors

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

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

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

39. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with **NV5, Inc.** as identified in **Attachment D - Proposal**. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for County in this Agreement, including audit rights. CONTRACTOR shall ensure subcontractor's compliance with California Labor Code, including but not limited to the payment of prevailing wage when required.

40. EQUIPMENT PURCHASES

- A. Prior authorization in writing, by County's designated representative shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by County's designated representative; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

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

- C. All subcontracts shall contain the above provisions.

41. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County's Deputy Director - Finance and Administration for Public Works.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by County will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this Agreement.
- D. CONTRACTOR and subcontractor Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and

other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, County, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by County to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by County at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, County or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the County to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

- 1) During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR {e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide and other applicable procedures and guidelines is received and approved by IOAI.

Accepted rates will be as follows:

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

42. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

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

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

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

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

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

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

45. PROCUREMENT OF RECOVERED MATERIALS

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

46. SUSPENSION FOR CONVENIENCE

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

47. DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS

CONTRACTOR must submit Local Assistance Procedures Manual Exhibit 9-P, 'Prompt Payment Certification,' no later than the 15th day of the following month after following the month of any payment(s). If the prime contractor or consultant does not make any payments to subcontractors, supplier(s) and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P. COUNTY will verify all Exhibit 9-P information, monitor compliance with prompt payment requirements for DBE and non-DBE firms, and address any shortfalls to the DBE commitment and prompt payment issues until the end of the project. COUNTY will email a copy to DBE.Forms@dot.ca.gov before the end of the month after receiving Exhibit 9-P from the CONTRACTOR.

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

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

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

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

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

B. The goal for DBE participation for this AGREEMENT is **13 %**. Participation by DBE CONTRACTOR or subcontractors shall be in accordance with information contained in Exhibit 10-O2: CONTRACTOR Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

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

D. Contract Assurance

Under 49 CFR 26.13(b):

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

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or

(4) Disqualifying CONTRACTOR from future proposing as non-responsible

E. Termination and Replacement of DBE Subcontractors

CONTRACTOR shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless CONTRACTOR obtains the COUNTY's written consent. CONTRACTOR shall not terminate or substitute a listed DBE for convenience and perform the work with their own forces or obtain materials from other sources without authorization from the COUNTY. Unless the COUNTY's consent is provided, the CONTRACTOR shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE on the Exhibit 10-02 CONTRACTOR Contract DBE Commitment form, included in the Bid.

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

Termination of DBE Subcontractors

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

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

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

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

Replacement of DBE subcontractors

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

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

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

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

F. Commitment and Utilization

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

The CONTRACTOR shall:

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

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

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

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

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

G. Commercially Useful Function

A DBE is only eligible to be counted toward the AGREEMENT goal if it performs a commercially useful function (CUF) on the AGREEMENT, as set forth in 49 CFR § 26.55. The DBE value of work will only count toward the DBE commitment if the DBE performs a CUF. A DBE performs a CUF when it is responsible for execution of the work of the AGREEMENT and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also be responsible, with respect to materials and supplies used on the AGREEMENT, for negotiating price, determining quality and quantity, ordering the material and installing (where applicable), and paying for the material itself.

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

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

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

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

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

The COUNTY will verify DBEs performance of CUF by reviewing the initial and quarterly submissions of LAPM 9-J: DBE Commercially Useful Function Evaluation, submitted supporting information, field observations, and through any additional COUNTY evaluations. The COUNTY must evaluate DBEs and their CUF performance throughout the duration of a Contract. The COUNTY will provide written notice to the CONTRACTOR and the DBE at least two (2) business days prior to any evaluation. The CONTRACTOR and the DBE must participate in the evaluation. Upon completing the evaluation, the COUNTY must share the evaluation results with the CONTRACTOR and the DBE. An evaluation could

include items that must be remedied upon receipt. If the COUNTY determines the DBE is not performing a CUF, the CONTRACTOR must suspend performance of the noncompliant work.

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

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

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

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

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

- H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, AGREEMENT, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- I. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its AGREEMENT with its own work force, or the DBE subcontracts a greater portion of the work of the AGREEMENT than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.
- J. CONTRACTOR shall maintain records of materials purchased or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE CONTRACTOR's shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.
- K. If a DBE subcontractor is decertified during the life of the AGREEMENT, the decertified subcontractor shall notify CONTRACTOR in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the AGREEMENT, the subcontractor shall notify CONTRACTOR in writing with the date of certification. Any changes should be reported to COUNTY's Contract Administrator within thirty (30) calendar days.
- L. CONTRACTOR must submit Exhibit 9-P: Prompt Payment Certification to the by the 15th of the month following the month of any payment(s). If the CONTRACTOR does not make any payments to subconsultants, supplier(s), and/or manufacturers they must report "no payments were made to subs this month" and write this visibly and legibly on Exhibit 9-P.
- M. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this section.

48. FUNDING REQUIREMENTS

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

49. SAFETY

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code § 591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code § 6500 and § 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

50. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

51. PROMPT PAYMENT FROM THE COUNTY TO CONTRACTOR

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

- a. Each payment request shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

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

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

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

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

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- F. See Public Law 115-232, section 889 for additional information.
- G. See also 2 CFR § 200.471.

53. DOMESTIC PREFERENCES FOR PROCUREMENTS

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

54. TITLE VI ASSURANCES

APPENDICES of the TITLE VI ASSURANCES

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

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

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

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

APPENDIX A

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

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

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

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

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

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

(HABENDUM CLAUSE)

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

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

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

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land" that:
 - 1) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns.*

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

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging

programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

55. INDEFINITE DELIVERY, INDEFINITE QUANTITY

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

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

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

CONTRACTOR SIGNATURE PAGE

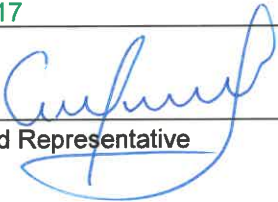
Agreement for services and work to be performed by CONTRACTOR between the County and CONTRACTOR.

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

CONTRACTOR:

Cesar Montes de Oca, PE, President
UNICO Engineering, Inc.
6464 Hollister Ave – Suite 3
Goleta, CA 93117

DIR No: 1000020978
Business Type: Corporation
cesar@unicoengineering.com
530-903-9023

By: 
Authorized Representative

Date: 9/16/2024

COUNTY SIGNATURE PAGE

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

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

ATTEST:
Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:
Steve Lavagnino

By: _____
Chair, Board of Supervisors

Date: _____

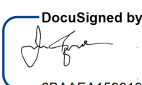
RECOMMENDED FOR APPROVAL:
Chris Sneddon
Director of Public Works

By:  _____ Date: 9/26/2024 | 4:10 PM PDT
Department Head

APPROVED AS TO FORM:
Greg Milligan
Risk Manager

By:  _____
05F555F00269466...

APPROVED AS TO ACCOUNTING FORM:
Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
6BAAEA15901943F
Deputy

APPROVED AS TO FORM:
Rachel Van Mullem
County Counsel

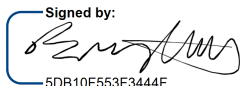
By:  _____
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Deputy County Counsel

Exhibit A – Statement of Work

Cesar Montes de Oca and Craig Schellenger shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of County's Designated Representative.

Work shall comply with the proposal dated July 5, 2024 and will occur pursuant to executed Task Orders.

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

The Contractor assigned maintenance Division is: LOMPOC



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

SCOPE OF WORK AND PROJECT DELIVERABLES

1.1 DESCRIPTION OF WORK

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

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

Construction Engineering Services may also include, but not be limited to: constructability reviews, pre-construction meeting scheduling and orchestration, contract submittal review and technical analysis, writing reports, writing directive letters to contractors, onsite inspection of the work including measurements, quantity calculations and construction engineering analyses, and work related to the overall administration of construction contracts in accordance with County directives on an as-needed basis. The scope of services will be defined by the Work Statement in the executed agreement and subsequent Task Orders. A general example is as follows:

WORK STATEMENT

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

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

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

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

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

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

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

1.2 TASKS AND DELIVERABLES

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

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

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

1.3 QUALITY ASSURANCE SERVICES

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

1.4 STANDARDS

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

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

1.5 PERSONNEL REQUIREMENTS

1. Overview: The Contractor's personnel shall be capable, competent, and experienced in performing the types of work indicated in this RFP with minimal instruction and little to no supervision. Personnel skill level should match the job classifications as set forth below. The Contractor's personnel shall be knowledgeable about, and comply with, all applicable federal, state, and local laws and regulations. In location(s) where the Contractor personnel is expected to work for extended period(s) of time, the Contractor shall either relocate the personnel or make every effort to hire local persons at no additional cost to the County.

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

2. Task Orders: Prior to preparing and issuing a Task Order, the County will request that the Contractor propose personnel by providing documentation that the personnel meet the appropriate minimum qualifications. Documentation shall include a resume and copies of the minimum required certifications and be submitted to the County within one (1) week of receiving the request. If the County elects to interview the Contractor's personnel for the qualifications and experience, the Contractor shall provide qualified personnel within one (1) week of receiving the request. The County's decision to select the Contractor's personnel shall be binding to the Contractor. The County shall evaluate the adequacy (quality and quantity) of the work performed by the Contractor's personnel, and determine whether deliverables are acceptable. The County may reject any Contractor personnel due to lack of minimum qualifications. If at any time the level of performance is below expectations, the County may direct the Contractor to immediately remove Contractor personnel from a Task Order and request another qualified person to be assigned.
3. Additions or Substitutes: The Contractor is required to submit a written request and obtain the County's prior written approval for any substitutions or additions to the Contractor's originally proposed personnel and project organization, as depicted on the proposed Contractor's Organization Chart or in the Contractor's cost proposal. Substitute personnel shall have the same job classification, meet or exceed the qualifications and experience level of the previously assigned personnel, and not exceed the billing rate so that no additional cost is incurred by the County. The substitute personnel shall have significant experience in the work involving similar transportation facilities for, at a minimum, two (2) previous projects, unless otherwise approved by the County.

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

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

4. Contractor Employee Leave: When assigned contractor personnel are on approved leave and required by the County, the Contractor shall provide a substitute employee until the assigned employee returns to work from the approved leave. Substitute personnel shall be provided as described above.
5. Training: The Contractor is responsible to provide fully trained personnel to efficiently perform the work. The Contractor's personnel may be asked to attend certain special training if recommended by the County. On such occasions, with written approval of the County, the County shall compensate the Contractor for the Contractor's actual cost for time spent in training only. All other costs, fees, and expenses associated with the training, or re-certification, including any transportation costs and training fees, shall be the Contractor's responsibility. In addition, services to train or re-certify the County personnel shall not be provided by the Contractor under this Contract.
6. Job Classification: Construction Engineer. As required, shall be a Professional Engineer registered & licensed in the State of California, in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists. The PE shall also have a documented minimum of 2 (two) years of experience in stamping plans, specifications, and estimates.
7. Job Classification: Contract Manager. At all times during the IDIQ period of performance, the Contractor Contract Manager shall be a Registered Professional Civil Engineer, licensed in the State of California, in good standing with the California State Board of Professional Engineers, Land Surveyors, and Geologists and have a documented minimum of ten (10) years of Construction Engineering experience. The Contractor Contract Manager shall perform the tasks described in the IDIQ agreement and subsequent Task Orders. In addition to other specified responsibilities, the Contractor Contract Manager shall be responsible for all matters related to the Contractor's personnel performing Construction Engineering Services work and Contractor's operations including, but not limited to:
 - Ensuring that deliverables are clearly defined and time-bound; and that the deliverables satisfy the County.
 - Supervising, reviewing, monitoring, training, and directing the Contractor's and Sub-Contractor's personnel.
 - Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the County Contract Manager.
 - Administering personnel actions for Contractor personnel and ensuring appropriate actions taken for personnel.
 - Maintaining and submitting organized project files for record tracking and auditing.
 - Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
 - Implementing and maintaining quality control procedures to manage conflicts, insure product accuracy, and identify critical reviews and milestones.
 - Assuring that all applicable safety measures are in place.
 - Providing monthly invoices, no later than 30 days after the end of the month the work occurred within and include total Task Order amount, amount billed to date under the Task Order to date, the Task Order balance as well as the same for the total contract value.
 - Reviewing invoices for accuracy and completion before billing to the County.
 - Managing overall budget for Contract and provide report to the County Contract Manager.
 - Monitoring and maintaining required DBE involvement documentation.
 - Ensuring compliance with the provisions in this Contract and all specific Task Order requirements.
 - Monitoring the health and safety of personnel working in a hazardous environment in accordance with all applicable federal, state, and local regulations.
 - Knowledge, experience, and familiarity with prevailing wage issues and requirements in state of California.
 - Provide knowledge, experience, and familiarity with Quality Control and Quality Assurance (QC/QA) for construction engineering and inspection.
 - Experienced and capable in the review of the test reports within a reasonable time frame of the completion of the tests to avoid delay of the field construction operation.
8. Job Classification: Other Personnel. Other project personnel not identified on the Contractor's cost proposal, including, but not limited to, administrative office staff, shall also satisfy appropriate minimum qualifications identified herein or in each Task Order.

1.6 GENERAL REQUIREMENTS & TOOLS/MATERIALS

1. Safety; Work shall not be performed when conditions prevent a safe and efficient operation. If such a condition exists Contractor agrees to immediately terminate work and immediately notify County. Contractor shall not proceed in such a case unless issued a written authorization by the County.
2. Overtime; The Contractor Contract Manager may direct the Contractor's employees to work overtime to meet Task Order schedules at Contractor's own expense. Otherwise, all overtime that will be submitted to County for payment shall be pre-approved and directed in writing by the County in the applicable Task Order or follow up written communication. County will only pay overtime to persons covered by the Fair Labor Standards Act.
3. Costs; The County shall not incur costs beyond the funding commitments in each Task Order. If the Contractor anticipates that funding for work will be insufficient to complete work, the Contractor shall promptly notify the County in writing.

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

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

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

- Office Supplies.
- Calculators, computers with appropriate software, printers, plotters, fax machines, calculators, data collectors and their necessary attachments and accessories.
- Data processing systems, software packages, reference materials, construction survey equipment, or other tools, including hardware and software, used in providing transportation construction engineering deliverables. This includes, but not be limited to, the following:
 - Microsoft Office Software (including, but not limited to, Word, Excel, and PowerPoint)
 - Adobe Acrobat Professional or Bluebeam Revu
 - Design and falsework checks.
 - Quantity Calculations

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

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

Exhibit B – Payment Arrangements Specific Rates of Compensation

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

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

A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a County Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within five (5) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both County and CONTRACTOR. Projects, task orders, and overall contract budget will be tracked by the County.

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

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

- F. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by the County designated representative. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- G. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- H. CONTRACTOR will be reimbursed within 30 days upon receipt by the County designated representative of itemized invoices. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due County that include any equipment purchased under the provisions of Section 11 Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to the County designated representative at the following address:

Brent Clavin
620 W Foster Rd
Santa Maria, CA 93455
- I. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases greater than the agreed Cost Proposal annual cost escalation rate, which are the direct result of changes in the prevailing wage rates, are reimbursable.
- J. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- K. The total amount payable by County for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- L. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- M. The total amount payable by County for all Task Orders resulting from this contract shall not exceed \$2,000,000.00. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- N. All subcontracts shall contain the above provisions.

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

Note: Mark-ups are Not Allowed

Consultant UNICO Engineering ☒ Prime Consultant Subconsultant ☐ 2nd Tier SubconsultantProject No. _____ Contract No. _____ Participation Amount \$ TBD Date 8/15/2024

For Combined Rate		
Fringe Benefit % + General & Administrative %	=	
OR		
For Home Office Rate		
Fringe Benefit % + General & Administrative %	=	149.95%
For Field Office Rate		
Fringe Benefit % + General & Administrative %	=	

Fee	=	10%
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BILLING INFORMATION				CALCULATION INFORMATION					
Name/Job Title/Classification	Hourly Billing Rates			Effective date of hourly rate		Actual Hourly Rate	% Increase	Hourly range - for classifications only	
	Straight	OT(1.5x)	OT(2x)	From	To				
Senior Resident Engineer Staff	\$ 274.95	\$ 324.95	\$ 374.95	1/1/2024	12/31/2024	\$ 100.00	5%	\$ 90.00	\$ 110.00
	\$ 288.69	\$ 341.19	\$ 393.69	1/1/2025	12/31/2025	\$ 105.00	5%	\$ 95.00	\$ 115.00
	\$ 303.13	\$ 358.25	\$ 413.38	1/1/2026	12/31/2026	\$ 110.25	5%	\$ 100.25	\$ 120.25
	\$ 318.28	\$ 376.16	\$ 434.05	1/1/2027	12/31/2027	\$ 115.76	5%	\$ 105.76	\$ 125.76
	\$ 334.20	\$ 394.97	\$ 455.75	1/1/2028	12/31/2028	\$ 121.55	5%	\$ 111.55	\$ 131.55
	\$ 350.91	\$ 414.72	\$ 478.54	1/1/2029	12/31/2029	\$ 127.63	5%	\$ 117.63	\$ 137.63
Resident Engineer Staff	\$ 236.62	\$ 279.65	\$ 322.68	1/1/2024	12/31/2024	\$ 86.06	5%	\$ 76.06	\$ 96.06
	\$ 248.45	\$ 293.63	\$ 338.81	1/1/2025	12/31/2025	\$ 90.36	5%	\$ 80.36	\$ 100.36
	\$ 260.87	\$ 308.31	\$ 355.75	1/1/2026	12/31/2026	\$ 94.88	5%	\$ 84.88	\$ 104.88
	\$ 273.91	\$ 323.73	\$ 373.54	1/1/2027	12/31/2027	\$ 99.63	5%	\$ 89.63	\$ 109.63
	\$ 287.61	\$ 339.91	\$ 392.22	1/1/2028	12/31/2028	\$ 104.61	5%	\$ 94.61	\$ 114.61
	\$ 301.99	\$ 356.91	\$ 411.83	1/1/2029	12/31/2029	\$ 109.84	5%	\$ 99.84	\$ 119.84
Assistant Resident Engineer Staff	\$ 189.71	\$ 224.21	\$ 258.71	1/1/2024	12/31/2024	\$ 69.00	5%	\$ 59.00	\$ 79.00
	\$ 199.20	\$ 235.42	\$ 271.65	1/1/2025	12/31/2025	\$ 72.45	5%	\$ 62.45	\$ 82.45
	\$ 209.16	\$ 247.19	\$ 285.23	1/1/2026	12/31/2026	\$ 76.07	5%	\$ 66.07	\$ 86.07
	\$ 219.62	\$ 259.55	\$ 299.49	1/1/2027	12/31/2027	\$ 79.88	5%	\$ 69.88	\$ 89.88
	\$ 230.60	\$ 272.53	\$ 314.47	1/1/2028	12/31/2028	\$ 83.87	5%	\$ 73.87	\$ 93.87
	\$ 242.13	\$ 286.16	\$ 330.19	1/1/2029	12/31/2029	\$ 88.06	5%	\$ 78.06	\$ 98.06

Local Assistance Procedures Manual

Exhibit 10-H2

Cost Proposal

Senior Construction Engineer Staff	\$ 189.71	\$ 224.21	\$ 258.71	1/1/2024	12/31/2024	\$ 69.00	5%	\$ 59.00	\$ 79.00
	\$ 199.20	\$ 235.42	\$ 271.65	1/1/2025	12/31/2025	\$ 72.45	5%	\$ 62.45	\$ 82.45
	\$ 209.16	\$ 247.19	\$ 285.23	1/1/2026	12/31/2026	\$ 76.07	5%	\$ 66.07	\$ 86.07
	\$ 219.62	\$ 259.55	\$ 299.49	1/1/2027	12/31/2027	\$ 79.88	5%	\$ 69.88	\$ 89.88
	\$ 230.60	\$ 272.53	\$ 314.47	1/1/2028	12/31/2028	\$ 83.87	5%	\$ 73.87	\$ 93.87
	\$ 242.13	\$ 286.16	\$ 330.19	1/1/2029	12/31/2029	\$ 88.06	5%	\$ 78.06	\$ 98.06
Construction Engineer Staff	\$ 184.08	\$ 217.55	\$ 251.03	1/1/2024	12/31/2024	\$ 66.95	5%	\$ 56.95	\$ 76.95
	\$ 193.28	\$ 228.43	\$ 263.58	1/1/2025	12/31/2025	\$ 70.30	5%	\$ 60.30	\$ 80.30
	\$ 202.94	\$ 239.85	\$ 276.76	1/1/2026	12/31/2026	\$ 73.81	5%	\$ 63.81	\$ 83.81
	\$ 213.09	\$ 251.84	\$ 290.59	1/1/2027	12/31/2027	\$ 77.50	5%	\$ 67.50	\$ 87.50
	\$ 223.75	\$ 264.43	\$ 305.12	1/1/2028	12/31/2028	\$ 81.38	5%	\$ 71.38	\$ 91.38
	\$ 234.93	\$ 277.66	\$ 320.38	1/1/2029	12/31/2029	\$ 85.45	5%	\$ 75.45	\$ 95.45
Office Engineer Staff	\$ 105.85	\$ 125.10	\$ 144.35	1/1/2024	12/31/2024	\$ 38.50	5%	\$ 28.50	\$ 48.50
	\$ 111.15	\$ 131.36	\$ 151.57	1/1/2025	12/31/2025	\$ 40.43	5%	\$ 30.43	\$ 50.43
	\$ 116.70	\$ 137.93	\$ 159.15	1/1/2026	12/31/2026	\$ 42.45	5%	\$ 32.45	\$ 52.45
	\$ 122.54	\$ 144.82	\$ 167.11	1/1/2027	12/31/2027	\$ 44.57	5%	\$ 34.57	\$ 54.57
	\$ 128.67	\$ 152.06	\$ 175.46	1/1/2028	12/31/2028	\$ 46.80	5%	\$ 36.80	\$ 56.80
	\$ 135.10	\$ 159.67	\$ 184.24	1/1/2029	12/31/2029	\$ 49.14	5%	\$ 39.14	\$ 59.14
Construction Inspector Staff	\$ 186.96	\$ 220.96	\$ 254.96	1/1/2024	12/31/2024	\$ 68.00	5%	\$ 58.00	\$ 78.00
	\$ 196.31	\$ 232.01	\$ 267.71	1/1/2025	12/31/2025	\$ 71.40	5%	\$ 61.40	\$ 81.40
	\$ 206.13	\$ 243.61	\$ 281.10	1/1/2026	12/31/2026	\$ 74.97	5%	\$ 64.97	\$ 84.97
	\$ 216.43	\$ 255.79	\$ 295.15	1/1/2027	12/31/2027	\$ 78.72	5%	\$ 68.72	\$ 88.72
	\$ 227.25	\$ 268.58	\$ 309.91	1/1/2028	12/31/2028	\$ 82.65	5%	\$ 72.65	\$ 92.65
	\$ 238.62	\$ 282.01	\$ 325.40	1/1/2029	12/31/2029	\$ 86.79	5%	\$ 76.79	\$ 96.79
Carlos Melendez, PE, QSD/P Principal in Charge	\$ 244.70	\$ 289.20	\$ 333.70	1/1/2024	12/31/2024	\$ 89.00	5%		
	\$ 256.94	\$ 303.66	\$ 350.39	1/1/2025	12/31/2025	\$ 93.45	5%		
	\$ 269.78	\$ 318.84	\$ 367.91	1/1/2026	12/31/2026	\$ 98.12	5%		
	\$ 283.27	\$ 334.79	\$ 386.30	1/1/2027	12/31/2027	\$ 103.03	5%		
	\$ 297.44	\$ 351.53	\$ 405.62	1/1/2028	12/31/2028	\$ 108.18	5%		
	\$ 312.31	\$ 369.10	\$ 425.90	1/1/2029	12/31/2029	\$ 113.59	5%		
Craig Schellenger, PE, QSD Senior Resident Engineer	\$ 222.71	\$ 263.21	\$ 303.71	1/1/2024	12/31/2024	\$ 81.00	5%		
	\$ 233.84	\$ 276.37	\$ 318.89	1/1/2025	12/31/2025	\$ 85.05	5%		
	\$ 245.53	\$ 290.18	\$ 334.84	1/1/2026	12/31/2026	\$ 89.30	5%		
	\$ 257.81	\$ 304.69	\$ 351.58	1/1/2027	12/31/2027	\$ 93.77	5%		
	\$ 270.70	\$ 319.93	\$ 369.16	1/1/2028	12/31/2028	\$ 98.46	5%		
	\$ 284.23	\$ 335.92	\$ 387.61	1/1/2029	12/31/2029	\$ 103.38	5%		

Local Assistance Procedures Manual

Exhibit 10-H2

Cost Proposal

Justyn Webster, PE Senior Resident Engineer	\$ 257.76	\$ 304.64	\$ 351.51	1/1/2024	12/31/2024	\$ 93.75	5%		
	\$ 270.65	\$ 319.87	\$ 369.09	1/1/2025	12/31/2025	\$ 98.44	5%		
	\$ 284.18	\$ 335.86	\$ 387.54	1/1/2026	12/31/2026	\$ 103.36	5%		
	\$ 298.39	\$ 352.65	\$ 406.92	1/1/2027	12/31/2027	\$ 108.53	5%		
	\$ 313.31	\$ 370.29	\$ 427.26	1/1/2028	12/31/2028	\$ 113.95	5%		
	\$ 328.98	\$ 388.80	\$ 448.63	1/1/2029	12/31/2029	\$ 119.65	5%		
Lacey Smith, PE Senior Resident Engineer	\$ 247.45	\$ 292.45	\$ 337.45	1/1/2024	12/31/2024	\$ 90.00	5%		
	\$ 259.82	\$ 307.07	\$ 354.32	1/1/2025	12/31/2025	\$ 94.50	5%		
	\$ 272.81	\$ 322.43	\$ 372.04	1/1/2026	12/31/2026	\$ 99.23	5%		
	\$ 286.45	\$ 338.55	\$ 390.64	1/1/2027	12/31/2027	\$ 104.19	5%		
	\$ 300.78	\$ 355.48	\$ 410.17	1/1/2028	12/31/2028	\$ 109.40	5%		
	\$ 315.82	\$ 373.25	\$ 430.68	1/1/2029	12/31/2029	\$ 114.87	5%		
Thomas Roberts, PE Assistant Resident Engineer	\$ 184.08	\$ 217.55	\$ 251.03	1/1/2024	12/31/2024	\$ 66.95	5%		
	\$ 193.28	\$ 228.43	\$ 263.58	1/1/2025	12/31/2025	\$ 70.30	5%		
	\$ 202.94	\$ 239.85	\$ 276.76	1/1/2026	12/31/2026	\$ 73.81	5%		
	\$ 213.09	\$ 251.84	\$ 290.59	1/1/2027	12/31/2027	\$ 77.50	5%		
	\$ 223.75	\$ 264.43	\$ 305.12	1/1/2028	12/31/2028	\$ 81.38	5%		
	\$ 234.93	\$ 277.66	\$ 320.38	1/1/2029	12/31/2029	\$ 85.45	5%		
German Neyra, EIT Assistant Resident Engineer	\$ 186.96	\$ 220.96	\$ 254.96	1/1/2024	12/31/2024	\$ 68.00	5%		
	\$ 196.31	\$ 232.01	\$ 267.71	1/1/2025	12/31/2025	\$ 71.40	5%		
	\$ 206.13	\$ 243.61	\$ 281.10	1/1/2026	12/31/2026	\$ 74.97	5%		
	\$ 216.43	\$ 255.79	\$ 295.15	1/1/2027	12/31/2027	\$ 78.72	5%		
	\$ 227.25	\$ 268.58	\$ 309.91	1/1/2028	12/31/2028	\$ 82.65	5%		
	\$ 238.62	\$ 282.01	\$ 325.40	1/1/2029	12/31/2029	\$ 86.79	5%		
Phil Decker Construction Inspector	\$ 186.96	\$ 220.96	\$ 254.96	1/1/2024	12/31/2024	\$ 68.00	5%		
	\$ 196.31	\$ 232.01	\$ 267.71	1/1/2025	12/31/2025	\$ 71.40	5%		
	\$ 206.13	\$ 243.61	\$ 281.10	1/1/2026	12/31/2026	\$ 74.97	5%		
	\$ 216.43	\$ 255.79	\$ 295.15	1/1/2027	12/31/2027	\$ 78.72	5%		
	\$ 227.25	\$ 268.58	\$ 309.91	1/1/2028	12/31/2028	\$ 82.65	5%		
	\$ 238.62	\$ 282.01	\$ 325.40	1/1/2029	12/31/2029	\$ 86.79	5%		
Josh McGee Construction Inspector	\$ 186.96	\$ 220.96	\$ 254.96	1/1/2024	12/31/2024	\$ 68.00	5%		
	\$ 196.31	\$ 232.01	\$ 267.71	1/1/2025	12/31/2025	\$ 71.40	5%		
	\$ 206.13	\$ 243.61	\$ 281.10	1/1/2026	12/31/2026	\$ 74.97	5%		
	\$ 216.43	\$ 255.79	\$ 295.15	1/1/2027	12/31/2027	\$ 78.72	5%		
	\$ 227.25	\$ 268.58	\$ 309.91	1/1/2028	12/31/2028	\$ 82.65	5%		
	\$ 238.62	\$ 282.01	\$ 325.40	1/1/2029	12/31/2029	\$ 86.79	5%		

Local Assistance Procedures Manual

Exhibit 10-H2

Cost Proposal

Staff Labor Compliance	\$	123.73	\$	146.23	\$	168.73	1/1/2024	12/31/2024	\$	45.00	5%	\$	35.00	\$	55.00
	\$	129.91	\$	153.54	\$	177.16	1/1/2025	12/31/2025	\$	47.25	5%	\$	37.25	\$	57.25
	\$	136.41	\$	161.21	\$	186.02	1/1/2026	12/31/2026	\$	49.61	5%	\$	39.61	\$	59.61
	\$	143.23	\$	169.27	\$	195.32	1/1/2027	12/31/2027	\$	52.09	5%	\$	42.09	\$	62.09
	\$	150.39	\$	177.74	\$	205.09	1/1/2028	12/31/2028	\$	54.70	5%	\$	44.70	\$	64.70
	\$	157.91	\$	186.62	\$	215.34	1/1/2029	12/31/2029	\$	57.43	5%	\$	47.43	\$	67.43
Staff Schedule Review	\$	164.97	\$	194.97	\$	224.97	1/1/2024	12/31/2024	\$	60.00	5%	\$	50.00	\$	70.00
	\$	173.22	\$	204.72	\$	236.22	1/1/2025	12/31/2025	\$	63.00	5%	\$	53.00	\$	73.00
	\$	181.88	\$	214.95	\$	248.03	1/1/2026	12/31/2026	\$	66.15	5%	\$	56.15	\$	76.15
	\$	190.97	\$	225.70	\$	260.43	1/1/2027	12/31/2027	\$	69.46	5%	\$	59.46	\$	79.46
	\$	200.52	\$	236.98	\$	273.45	1/1/2028	12/31/2028	\$	72.93	5%	\$	62.93	\$	82.93
	\$	210.54	\$	248.83	\$	287.12	1/1/2029	12/31/2029	\$	76.58	5%	\$	66.58	\$	86.58

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 2 of 3

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

X Prime Consultant ☐ Subconsultant

Contract No. _____

SCHEDULE OF OTHER DIRECT COST ITEMS				
Description of Item	Quantity	Unit	Unit Cost	Total
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$	
			\$	
			\$	
Subconsultant 1: NV5, Inc			\$0.00	<\$500,000
Subconsultant 2:				\$0.00
Subconsultant 3:				\$0.00
Subconsultant 3:				\$0.00
Subconsultant 4:				\$0.00
Subconsultant 5:				\$0.00
Subconsultant 6:				\$0.00
Subconsultant 7:				\$0.00
Subconsultant 6:				\$0.00

Note: Add additional pages if necessary.

NOTES:

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

EXHIBIT 10-H2 COST PROPOSAL Page 3 of 3**Certification of Direct Costs:**


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

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: Cesar Montes de Oca, PE Title *: President

Signature :  Date of Certification (mm/dd/yyyy): 8/15/2024

Email: cesar@unicoengineering.com Phone Number: 916.900.6623

Address: 6464 Hollister Avenue, Suite 3, Goleta, CA 93117

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

List services the consultant is providing under the proposed contract:

Construction Management and Inspection Services

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 1 OF 8
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant NV5, Inc. Contract No. _____ Date 6/28/2024

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) 0.00% (= 0% if Included in OH) 0.00% 136.58%
 FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Bobby Pentorali/RE/Structure Rep	\$295.27	\$295.27	\$295.27	7/1/2024	6/30/2025	\$113.46	3.0%	
Bobby Pentorali/RE/Structure Rep	\$304.12	\$304.12	\$304.12	7/1/2025	6/30/2026	\$116.86	3.0%	
Bobby Pentorali/RE/Structure Rep	\$313.25	\$313.25	\$313.25	7/1/2026	6/30/2027	\$120.37	3.0%	
Kris Raber/RE	\$260.65	\$260.65	\$260.65	7/1/2024	6/30/2025	\$100.16	3.0%	
Kris Raber/RE	\$268.47	\$268.47	\$268.47	7/1/2025	6/30/2026	\$103.16	3.0%	
Kris Raber/RE	\$276.53	\$276.53	\$276.53	7/1/2026	6/30/2027	\$106.26	3.0%	
Gary Cavafian/Structure Rep	\$295.81	\$295.81	\$295.81	7/1/2024	6/30/2025	\$113.67	3.0%	
Gary Cavafian/Structure Rep	\$304.69	\$304.69	\$304.69	7/1/2025	6/30/2026	\$117.08	3.0%	
Gary Cavafian/Structure Rep	\$313.83	\$313.83	\$313.83	7/1/2026	6/30/2027	\$120.59	3.0%	
Ryan Wilson/ARE	\$244.03	\$244.03	\$244.03	7/1/2024	6/30/2025	\$93.77	3.0%	
Ryan Wilson/ARE	\$251.35	\$251.35	\$251.35	7/1/2025	6/30/2026	\$96.58	3.0%	
Ryan Wilson/ARE	\$258.89	\$258.89	\$258.89	7/1/2026	6/30/2027	\$99.48	3.0%	
Kolton Walker/ARE	\$143.37	\$143.37	\$143.37	7/1/2024	6/30/2025	\$55.09	3.0%	
Kolton Walker/ARE	\$147.67	\$147.67	\$147.67	7/1/2025	6/30/2026	\$56.74	3.0%	
Kolton Walker/ARE	\$152.10	\$152.10	\$152.10	7/1/2026	6/30/2027	\$58.44	3.0%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 7 of this Exhibit

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 2 OF 8
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant NV5, Inc. Contract No. _____ Date 6/28/2024

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) 0.00% (= 0% if Included in OH) 0.00% 136.58%
 FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Khossrow Kabirinassab/ARE	\$156.14	\$156.14	\$156.14	7/1/2024	6/30/2025	\$60.00	3.0%	
Khossrow Kabirinassab/ARE	\$160.83	\$160.83	\$160.83	7/1/2025	6/30/2026	\$61.80	3.0%	
Khossrow Kabirinassab/ARE	\$165.65	\$165.65	\$165.65	7/1/2026	6/30/2027	\$63.65	3.0%	
Tiffany Goodwin /Inspector *	\$212.82	\$212.82	\$212.82	7/1/2024	6/30/2025	\$81.78	3.0%	
Tiffany Goodwin /Inspector *	\$219.21	\$219.21	\$219.21	7/1/2025	6/30/2026	\$84.23	3.0%	
Tiffany Goodwin /Inspector *	\$225.78	\$225.78	\$225.78	7/1/2026	6/30/2027	\$86.76	3.0%	
Nick Lough/Inspector *	\$210.22	\$210.22	\$210.22	7/1/2024	6/30/2025	\$80.78	3.0%	
Nick Lough/Inspector *	\$216.53	\$216.53	\$216.53	7/1/2025	6/30/2026	\$83.20	3.0%	
Nick Lough/Inspector *	\$223.02	\$223.02	\$223.02	7/1/2026	6/30/2027	\$85.70	3.0%	
Trevor Galli/Inspector *	\$210.58	\$210.58	\$210.58	7/1/2024	6/30/2025	\$80.92	3.0%	
Trevor Galli/Inspector *	\$216.90	\$216.90	\$216.90	7/1/2025	6/30/2026	\$83.35	3.0%	
Trevor Galli/Inspector *	\$223.41	\$223.41	\$223.41	7/1/2026	6/30/2027	\$85.85	3.0%	
Harman Gill/Inspector *	\$221.41	\$221.41	\$221.41	7/1/2024	6/30/2025	\$85.08	3.0%	
Harman Gill/Inspector *	\$228.05	\$228.05	\$228.05	7/1/2025	6/30/2026	\$87.63	3.0%	
Harman Gill/Inspector *	\$234.89	\$234.89	\$234.89	7/1/2026	6/30/2027	\$90.26	3.0%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For “Other Direct Cost” listing, see page 7 of this Exhibit

Cost Proposal

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 3 OF 8
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
 (CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant NV5, Inc. Contract No. _____ Date 6/28/2024

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
 (= 0% if Included in OH) 0.00% (= 0% if Included in OH) 0.00% 136.58%
 FEE % = 10.00%

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
Marshal Major/Inspector *	\$221.85	\$221.85	\$221.85	7/1/2024	6/30/2025	\$85.25	3.0%	
Marshal Major/Inspector *	\$228.51	\$228.51	\$228.51	7/1/2025	6/30/2026	\$87.81	3.0%	
Marshal Major/Inspector *	\$235.36	\$235.36	\$235.36	7/1/2026	6/30/2027	\$90.44	3.0%	
Dennis Sweeney/Inspector *	\$202.99	\$202.99	\$202.99	7/1/2024	6/30/2025	\$78.00	3.0%	
Dennis Sweeney/Inspector *	\$209.08	\$209.08	\$209.08	7/1/2025	6/30/2026	\$80.34	3.0%	
Dennis Sweeney/Inspector *	\$215.35	\$215.35	\$215.35	7/1/2026	6/30/2027	\$82.75	3.0%	
Khossrow Kabirinassab/Inspector*	\$222.71	\$214.80	\$206.88	7/1/2024	6/30/2025	\$85.58	3.0%	
Khossrow Kabirinassab/Inspector*	\$222.71	\$211.00	\$199.26	7/1/2025	6/30/2026	\$88.15	3.0%	
Khossrow Kabirinassab/Inspector*	\$222.71	\$207.03	\$191.34	7/1/2026	6/30/2027	\$90.79	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	

- Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For "Other Direct Cost" listing, see page 7 of this Exhibit

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 4 OF 8
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant NV5, Inc. Contract No. Date 6/28/2024

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) 0.00% (= 0% if Included in OH) 0.00% 136.58%
FEE % = 10.00%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	

- 1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- 2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- 3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For “Other Direct Cost” listing, see page 7 of this Exhibit

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 5 OF 8
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant NV5, Inc. Contract No. Date 6/28/2024

Fringe Benefit % + Overhead % + General Administration % = Combined Indirect Cost Rate (ICR) %
(= 0% if Included in OH) 0.00% (= 0% if Included in OH) 0.00% 136.58%
FEE % = 10.00%

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	date	\$0.00	3.0%	

- 1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
- 2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
- 3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

- Denote all employees subject to prevailing wage with an asterisks (*)
- For “Other Direct Cost” listing, see page 7 of this Exhibit

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 6 OF 8

SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)

(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Note: Mark-ups are Not Allowed

Consultant or Subconsultant

NV5, Inc.

Contract No.

Date 6/28/2024

Fringe Benefit %
(= 0% if Included in OH)

+

Overhead %
0.00% (= 0% if Included in OH)

+

General Administration %
0.00%

=

Combined Indirect Cost Rate (ICR) %

FEE % =

BILLING INFORMATION				CALCULATION INFORMATION				
Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective date of hourly rate		Actual or Avg. hourly rate ³	% or \$ increase	Hourly range - for classifications only
	Straight	OT(1.5x)	OT(2x)	From	To			
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	
	\$0.00	\$0.00	\$0.00	date	daste	\$0.00	3.0%	

1. Names and classifications of consultant (key staff) team members must be listed. Provide separate sheets for prime and all subconsultant firms.
2. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Agreed upon billing rates are not adjustable for the term of contract.
3. For named employees enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

NOTES:

· Denote all employees subject to prevailing wage with an asterisks (*)

· For “Other Direct Cost” listing, see page 7 of this Exhibit

EXHIBIT 10-H COST PROPOSAL (EXAMPLE #2) PAGE 7 OF 8
SPECIFIC RATE OF COMPENSATION (USE FOR ON-CALL OR AS-NEEDED CONTRACTS)
(CONSTRUCTION ENGINEERING AND INSPECTION CONTRACTS)

Consultant or Subconsultant

NV5, Inc.

Contract No.

Date 6/28/2024

SCHEDULE OF OTHER DIRECT COST ITEMS

PRIME CONSULTANT				NV5, Inc.				SUBCONSULTANT #2			
DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL	DESCRIPTION OF ITEMS	UNIT	UNIT COST	TOTAL
Special Tooling				Special Tooling				Special Tooling			
A.				A.				A.			
B.				B.				B.			
C.				C.				C.			
Travel				Travel				Travel			
A. Per Diem	Daily	TBD		A. Per Diem	Daily	TBD	TBD	A.			
B. Mileage (PV)	Mile	IRS Rate		B. Per Diem (PW)	Daily	per DIR	TBD	B.			
C.				C.				C.			
PRIME TOTAL ODCs =			\$0	SUBCONSULTANT #1 ODCs =			\$0	SUBCONSULTANT #2 ODCs =			\$0

IMPORTANT NOTES:

- List direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentations.
- Proposed items should be consistently billed directly to all clients (Commercial entities, Federal Govt., State Govt., and Local Govt. Agency), and not just when the client will pay for them as a direct cost.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency.
- If mileage is claimed, the rate should be properly supported by the consultant's calculation of their actual costs for company vehicles. In addition, the miles claimed should be supported by mileage logs.
- If a consultant proposes rental costs for a vehicle, the company must demonstrate that this is their standard procedure for all of their contracts and that they do not own any vehicles purpose that could be used for the same purpose.

**COUNTY OF SANTA BARBARA PUBLIC WORKS TRANSPORTATION;
CONSTRUCTION ENGINEERING SERVICES**

Cost Proposal
Attachment E

COST PROPOSAL

Certification of Direct Costs:

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

7. Generally Accepted Accounting Principles (GAAP)
8. Terms and conditions of the contract
9. [Title 23 United States Code Section 112](#) - Letting of Contracts
10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
11. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
12. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

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

Prime Consultant or Subconsultant Certifying:

Name: Lori Goodwin

Title*: Vice President

Signature: 

Date of Certification: 7/3/2024

Email: lori.goodwin@nv5.com

Phone Number: 559-916-6849

Address: 2109 W. Bullard Avenue, Suite 145, Fresno, CA 93711

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

List services the consultant is providing under the proposed contract:

construction inspection services

EXHIBIT C

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

INDEMNIFICATION

A. Indemnification pertaining to Construction Engineering Professional Services:

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

B. Indemnification pertaining to other than Construction Engineering Professional Services:

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

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

B. Other Insurance Provisions

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

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

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

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

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

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

ATTACHMENT B – CONTRACTOR INFORMATION SHEET

Contractor Information Sheet

Name of Proposer UNICO Engineering, Inc.

Business P.O. Box _____

City, State, Zip _____

Business Street Address 6464 Hollister Avenue – Suite 3
(Include even if P.O. Box is used)

City, State, Zip Goleta, CA 93117

Telephone No. 916.900.6623 **Fax No.** 916.560.5609

CONTRACTOR

License No. N/A **License Classification** N/A

Public Works Contractor Registration No. 1000020978

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

Contact Person Name Cesar Montes de Oca, PE, President

Contact Person Phone No. 530.903.9023

Contact Person Email cesar@unicoengineering.com

Employer's Tax Identification Number 46-4570867

ATTACHMENT C – DBE REQUIREMENTS

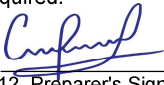
Exhibit 10-O1 Contractor Proposal DBE Commitment

January 2019

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

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

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %	
Construction Management and Inspection Services	41342	UNICO Engineering 6464 Hollister Avenue - Suite 3 Goleta, CA 93117 P: 530.903.9023	>13%	
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	>13 %	
17. Local Agency Contract Number: <u>IDIQ05</u>				
18. Federal-Aid Project Number: <u>TBD</u>		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.  12. Preparer's Signature Cesar Montes de Oca 14. Preparer's Name President 16. Preparer's Title		
19. Proposed Contract Execution Date: <u> </u>				
20. Contractor's Ranking after Evaluation: <u> </u>				
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.				
21. Local Agency Representative's <u> </u>	22. Date <u> </u>	13. Date <u>July 5, 2024</u>	15. Phone <u>530.903.9023</u>	
23. Local Agency Representative's Name <u> </u>	24. Phone <u> </u>			
25. Local Agency Representative's Title <u> </u>				

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

ADA Notice:

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

Exhibit 10-01 CONTRACTOR Proposal DBE Commitment

January 2019

EXHIBIT 10-01 INSTRUCTIONS

Page 2 of 2

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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

ATTACHMENT D – PROPOSAL



PROPOSAL TO PROVIDE
INDEFINITE DELIVERY-INDEFINITE QUANTITY
“As Needed”
Construction Engineering Services
JULY 5, 2024





July 5, 2024

Mr. Brent Clavin, PE, QSD/P | County Contract Manager
Santa Barbara County | Public Works Department - Transportation Division
123 E. Anapamu Street
Santa Barbara, CA 93105

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

Dear Mr. Clavin,

The County of Santa Barbara (**County**) is seeking construction management consultants to provide as-needed construction engineering services for a variety of local, state, federally-funded projects throughout one of the County's three maintenance divisions: Santa Maria, Lompoc, and Santa Barbara. UNICO Engineering, Inc. (**UNICO**) is ready and committed to providing as-needed construction engineering services, including Resident Engineer, Structure Representative, Assistant Resident Engineer, Office Engineer, and Construction Inspector, and has the personnel available to deliver this contract.

As a prime DBE firm, UNICO can easily exceed the County's DBE goal for this contract. UNICO has provided exclusive construction management and inspection services on numerous local, state, and federally-funded projects throughout California, including current on-call contracts with Santa Barbara County and the City of Goleta. UNICO has formed a highly qualified team to deliver this contract in an efficient and flexible manner and as encouraged and recommended, has included tenured teaming partner, **NV5**, to supplement our local construction management team. **Work for this contract will be performed from UNICO's Goleta office with multiple employees residing along the Central Coast allowing for a quick response to the County's project needs.**

UNICO understands that the nature of on-call contracts requires flexibility to adjust to the needs of the project, and the importance of efficiently delivering various projects for the County with minimal oversight. We are flexible and responsive to meet the specific needs of each task order, working collaboratively and acting like an extension of staff rather than an outside consultant.

UNICO proposes to staff this contract with a seasoned Contract Manager: **Craig Schellenger**. Craig is currently working with the County providing construction management, Resident Engineer, and inspection oversight of the San Ysidro Debris Basin Improvement project. Craig's knowledge of County policies and procedures, as well as strong working relationships with County staff will be invaluable as he coordinates with the County and UNICO's pool of qualified construction management personnel on future contract assignments.

UNICO acknowledges receipt of Addendum No. 1 dated June 28, 2024 and Q&A responses dated June 28, 2024. As the President of UNICO, I am the individual authorized to bind the firm into a contract with the County and can be reached at 530.903.9023 or via email at cesar@unicoengineering.com. For questions or clarifications regarding the contents of this proposal, please contact Contract Manager, Craig Schellenger, at 916.475.9842 or via email at cschellenger@unicoengineering.com. We look forward to working with the County on this contract. Thank you for the opportunity to present this proposal and qualifications.

Sincerely,

UNICO Engineering, Inc.

A handwritten signature in blue ink, appearing to read 'Cesar Montes de Oca'.

Cesar Montes de Oca, PE
President



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Key Staff Resumes..... A1

Attachments

- Attachment A: County Standard Agreement
- Attachment B: Contractor Information Sheet
- Attachment C: DBE Information



Contractor Information, Qualifications, and Experience, Staffing and Understanding of Work

About UNICO



Established in 2013, UNICO Engineering Inc. (UNICO) is a certified DBE firm fully committed to providing high quality construction management, systems engineering, and land surveying services to public and private clients. UNICO serves clients throughout California with a current staff of over 100 from our corporate office located in Folsom, branch offices in Goleta, San Diego, Concord, and Oakland, and field offices in Sacramento, Woodland, Paradise, and Angels Camp. Our success is measured by the success of our clients, our responsiveness, and the quality and value of our work. Top on our priority

list is to understand our clients' objectives and expectations. We provide value to our clients by sharing their goal of effectively managing the costs of the projects which we are assigned. **Work for this contract will be performed from UNICO's Goleta office location.**

UNICO construction management services include:

- **Constructability Reviews**
- **Resident Engineer**
- **Structures Representative**
- **Roadway, Bridge, Water, Sewer, Electrical, and Facilities Inspection**
- **Value Engineering**
- **Office Engineering and Labor Compliance**
- **Project Closeout and Audit Preparation**
- **Construction Staking, Survey Verification, and Drone Surveying**

The UNICO team consists of Resident Engineers, Structures Representatives, Inspectors, and Office Engineers, who have either attended the Caltrans Resident Engineer Academy or UNICO's internal trainings, providing a team of highly experienced professionals.

UNICO's construction management team includes more than 30 inspectors, with areas of expertise ranging from storm damage reconstruction and emergency repairs to paving, grading, and roadway overlay to utility relocations, wastewater treatment, and water and sewer main replacement.

UNICO can provide construction management and inspection support in the form of Resident Engineers, Assistant Resident Engineers, Structures Representatives, Inspectors, ITS Specialists, and Office Engineers, as needed.

UNICO's recent construction management assignments on the Central Coast and Southern California include:

- Santa Barbara County | On-Call CM and Inspection Services
- City of Goleta | On-Call CM and Inspection Services
- City of Goleta | Project Connect: Ekwil Street-Fowler Road Extension and Hollister Avenue Bridge Replacement
- City of Goleta | 2023 Pavement Rehabilitation
- City of El Cajon | Oakdale-Alameda Beautification
- City of Oceanside | On-Call Construction Inspection Services



The UNICO team during a site visit with the APWA Sacramento Chapter at the Mosquito Road Bridge Replacement project in El Dorado County.



About NV5



Since 1949, NV5, Inc. has provided engineering and consulting services to public and private sectors, delivering solutions through six business verticals:

Testing, Inspection and Consulting; Infrastructure; Utility Services; Environmental Health Sciences; Buildings and Program Management; and Geospatial Technology. With more than 100 offices nationwide and abroad, NV5 has access to over 4,000 employees in a variety of fields who help clients plan, design, build, test, certify and operate projects that improve the communities where they live and work.

NV5 has provided construction management and inspection services in the Central Valley and Northern California since the 1970s. NV5 specializes in both staff augmentation and full service turnkey CM project delivery. In addition, staff have worked with local cities and counties, and understand the local specifications and requirements. Currently, NV5 has 100+ construction management staff assigned in the Central Valley, and have served as construction managers and provided inspections for hundreds of local projects. Select clients include Fresno County Transportation Authority, Caltrans District 6, Kern County, Merced County, Stanislaus County, City of Bakersfield, and City of Fresno just to name a few.

Long recognized for innovative contributions to the industry, NV5 provides expert construction management and inspection services; contract administration support; constructability and PS&E design review; change order review; CPM schedule management; claims analysis; and the preparation of final estimates. NV5's project portfolio features services for complex construction projects that involve various permit agencies, schedule restraints, structures construction, in-channel construction, retaining wall construction, utility work, paving, SWPPP monitoring, sewer and water systems, and habitat restoration.

UNICO's Relationship with NV5

UNICO and NV5 routinely team together on construction management assignments. Examples of this tenured teaming relationship include:

- City of Fresno | On-Call Construction Management Services
- Caltrans District 6 (06A2975) | On-Call Roadway Construction Inspection Services
- Stanislaus County | North County Corridor, Phase 1
- Stanislaus County | Hills Ferry Road Bridge Replacement over San Joaquin River
- Caltrans District 9 (09A0788) | On-Call Roadway Construction Inspection Services
- Caltrans District 9 (09A0964) | On-Call Roadway and Broadband Telecommunications Construction Inspection Services
- Caltrans District 9 (09A0983) | Olancho-Cartago Four-Lane Project



Understanding of Work

The County of Santa Barbara’s Public Works Department is looking to award three (3) separate contracts for professional construction engineering services to support one of the County’s three maintenance divisions: Santa Maria, Lompoc, and Santa Barbara. Services will include Resident Engineer duties, field inspection, technical, and administrative office work. The construction engineering activities performed by the firm will be under the overall supervision of a full-time employee of the County.



Project assignments may include a variety of federal, state, and local funding requirements. Based on UNICO’s review of the County’s Request for Proposals (RFP), the types of projects requiring support are as follows:

- [Emergency Repair Disaster Restoration](#)
- [Culvert Replacements](#)
- [Roadway Maintenance Paving and Resurfacing](#)
- [Embankment Construction](#)
- [Retaining Walls](#)
- [Bridge Retrofits and Replacements](#)
- [Sidewalks and Road Realignments](#)
- [Hollister Avenue/State Street Improvements, Phase 1](#)
- [Channel Drive Multi-Use Pathway Restoration](#)
- [E. Mountain Drive Bridge Replacement](#)
- [Refugio Road MP 3.1 LWC Replacement](#)
- [Bonita School Road Bridge Replacement](#)
- [Isla Vista Sidewalk ATP Improvements](#)

UNICO has also reviewed the County’s Capital Improvement Plan (CIP) and anticipated projects from Attachment D. We understand that the County has an extensive list of projects with several funding sources. Some of the projects identified for 2024 and beyond include:

- [Santa Claus Lane SCA Improvements, Phase 1](#)
- [Santa Clause Lane SCA Improvements, Phase 2](#)
- [Wallace Avenue SCA Improvements](#)
- [Via Real SCA Improvements](#)

UNICO is experienced in delivering on-call contracts for numerous agencies throughout California. We understand that the nature of on-call contracts requires flexibility to adjust to the needs of the project. This can include providing a full construction management team or an individual inspector depending on the assignment. UNICO’s construction management team prides itself on responsiveness to construction issues as they arise as evidenced by our quick response to the County’s storm damage/emergency repair projects during the 2023/24 season.

The UNICO team has extensive experience delivering public infrastructure projects and is built to be flexible and responsive to the needs of the County. The extensive level of engagement between the Resident Engineers, Office Engineers, and Inspectors minimizes delays when issues in the field are identified. This includes identifying

and working through issues at the lowest possible level before they are formally brought up for review. We work to resolve issues in the field as quickly as possible to prevent delays to the project schedule.

Anticipated Project Challenges and Solutions

UNICO is committed to providing quality work and solutions to unforeseen problems that can arise during construction. Based on our experience with project types identified in the RFP, the following are several anticipated challenges and UNICO’s proposed solutions.

Challenge: Public Safety and Traffic Handling



Solution: UNICO will enforce the approved traffic control plans and monitor and report unsafe conditions. UNICO will coordinate with the County and the Contractor to make modifications necessary for public safety.

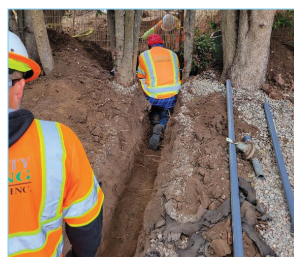
Challenge: Businesses and Residential Access during Construction



Solution: UNICO will coordinate with property owners, businesses, the Contractor, and the County to confirm that the appropriate notifications are prepared and delivered to the impacted parties. UNICO also takes a

“boots on the ground approach” and will knock on doors and talk to businesses and residents to understand potential access concerns and look for solutions to minimize those impacts.

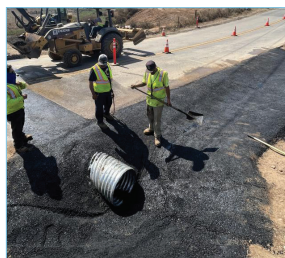
Challenge: Unknown Utilities and Facilities



Solution: To provide early identification of potential project delays, UNICO has worked with contractors and specialty consultants to utilize ground penetrating radar to locate utilities. We

have also required that the Contractor provide pothole information, including stationing and offset, elevation in relation to sea level, and the type and size of the utility potholed. This helps to identify conflicts with the project improvements and coordinate with the appropriate utility companies to resolve conflicts timely.

Challenge: Quantity and Cost Overruns



Solution: Prior to the start of construction, UNICO performs a field walk with the Contractor to review the limits of work and pre-measure quantities. These walks help identify potential conflicts so they can be resolved prior to

construction, as well as help manage expectations and control possible cost overruns.

Challenge: Retaining Wall Construction Layout



Solution: UNICO sets up a field walk with the Contractor to review the staking and layout of the footings and reinforcement prior to placement of concrete masonry units (CMUs) or concrete. This confirms

that the wall is placed in the correct alignment and that the reinforcement is correctly installed to prevent unnecessary modifications.

Challenge: Wet and Unstable Subgrade Soil Conditions



Solution: UNICO works proactively with materials testing technicians to quickly evaluate and provide mitigation recommendations in the field. UNICO develops cost-effective and practical solutions that take into

consideration the readily available equipment and materials on-site.

- Provide assistance to the County regarding public relations/awareness via project updates.
- Employ successful partnering with project stakeholders.

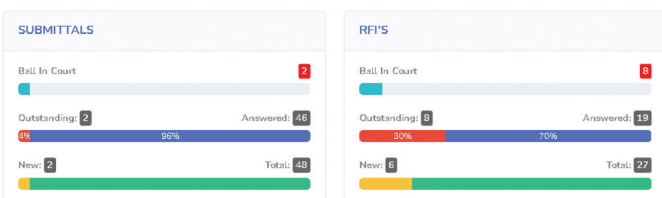
Cost Management

UNICO utilizes three tools to manage the cost of projects: **constructability reviews**, **budget forecasting**, and **construction value engineering**. Constructability reviews are an effective and proactive approach to budget management and UNICO has performed this service successfully. It includes the review of the entire package of contract documents, including the plans, specifications, and estimate. Without accurate contract documents, the project budget is very difficult to manage and the risk of going over budget increases exponentially.

In addition, accurate budget management and forecasting during the construction process is critical. Forecasting quantities after each progress payment helps the agency see where potential overruns may occur and make decisions about how best to mitigate them. Lastly, UNICO's experienced team can recommend solutions to issues that develop in the field, with operations and maintenance in mind. This construction value engineering approach mitigates the long-term impact of the project on the County's budget.

Timely Project Delivery

The UNICO team can influence the Contractor's delivery of the project through a variety of tools, including timely response to RFIs, submittals, letters and other forms of correspondence; consistent tracking of working days; and diligent management of the contract details. When the UNICO team responds quickly, the Contractor can order materials more quickly, provide efficient direction to field personnel, and better manage the project schedule.



Also, by closely tracking the contract days, via the Weekly Statements of Working Days, the UNICO team is putting the Contractor on notice regarding the number of working days remaining to complete the project, and the point at which liquidated damages will be assessed. This is a powerful tool for keeping the Contractor informed and motivated to complete the project on time. Lastly, thorough management of the contract details sends the message to the Contractor that the UNICO team is focused and actively managing the project for the benefit of the County.

JOB STAMP: First Street Resurfacing Project Phase 2 CIP #470 Federal Project No. STPL-508(30)				REPORT #:	11
				WEEK ENDING:	08/05/2022
				CONTRACTOR:	Central Valley Engineering & Asphalt
Date	Day	Weather: Weather Conditions, or Other Conditions	Working Day	Nonworking Day	Weekend or Holiday
08/01/2022	Monday	Slight Chance Showers And Thin H:90 F L:69 F Wind S 6 to 10 mph MPH	1		
08/02/2022	Tuesday	Mostly Sunny H:99 F L:70 F Wind WSW 3 to 8 mph MPH	1		
08/03/2022	Wednesday	Sunny H:105 F L:71 F Wind SSW 6 mph MPH	1		
08/04/2022	Thursday	Sunny H:102 F L:68 F Wind S 6 to 10 mph MPH	1		
08/05/2022	Friday	Mostly Sunny H:94 F L:62 F Wind S 9 to 13 mph MPH	1		
Days this week			5	0	0
Days previously reported			49	0	0
Total days to date			54	0	0
Change Order Time Adjustments			Change Order Days Adjusted		
Days this week			0		
Days previously reported			0		
Total change order days to date			0		
Computation of Extended Date for Completion			Number of Days	Numbered Day	Date
1. First working day				284	05/23/2022
2. Original working days specified in contract			65		
3. COMPUTED DATE FOR COMPLETION (line 1 + line 2 - 1)				349	08/23/2022
4. Days contract suspended			0		
5. Total change order days approved to date			0		
6. Total Nonworking days to date			0		
7. EXTENDED DATE FOR COMPLETION (line 3 + line 4 + line 5 + line 6)				349	08/23/2022
8. Revised working days for contract (line 2 + line 5)			65		
9. Total working days to date			54		
10. WORKING DAYS REMAINING (line 8 - line 9)			11		
Controlling Activity(ies):			12" SD line Installation, Pour Concrete Curb and Gutter		
Remarks:					
If you disagree with a Weekly Statement of Working Days report, submit an RFI within 5 business days of receipt of the report.					
RE SIGNATURE:			DATE: 08/08/2022		

Quality

Project quality has three major components: (1) product and materials quality; (2) filing and documentation quality; and (3) lessons learned.

- **Product and Materials Quality:** UNICO's Inspectors will work closely with the County's materials testing technicians to confirm product quality and provide added value by identifying materials that may be out of compliance with specifications in the field.
- **Filing and Documentation:** On CIP and federally funded projects, UNICO will manage, file, and document each project in accordance with Chapter 16 of the Caltrans Local Assistance Procedures Manual (LAPM) to avoid/manage claims. Following the Caltrans format, UNICO uses a three-stage internal audit process, with reviews occurring at the beginning, middle, and end of the project regardless of Caltrans participation. We understand





the importance of Chapter 16 of the LAPM, including daily reports, quantity tracking, materials testing, labor compliance, filing, documentation, utility coordination, and tracking contract time. **UNICO works hard to manage construction projects to protect our clients from claims to the greatest extent possible.** We are proactive in solving construction problems and look for opportunities to partner with the Contractor to keep the project moving forward and minimize potential claims.

INCREASE OR DECREASE BID ITEMS AT BID ITEM PRICES

ITEM #	ITEM DESCRIPTION	ORIGINAL CONTRACT				BALANCING QUANTITY		BALANCING AMOUNT		CUMULATIVE
		QTY	UNIT	PRICE	AMOUNT	QTY	%	AMOUNT	%	
6	Remove Concrete	5700.00	SF	\$ 3.00	\$17,100.00	2793	49 %	\$8,379.00	49 %	\$6,379.00
10	Roadway Excavation	35.00	CY	\$400.00	\$14,000.00	0.5	1.43 %	\$200.00	1.43 %	\$6,579.00
11	Adjust Utility to Grade	26.00	EA	\$2,100.00	\$54,600.00	8	30.77 %	\$16,800.00	30.77 %	\$25,379.00
13	Hot Mix Asphalt HMA	1300.00	TON	\$145.00	\$188,500.00	(11.65)	0.9 %	(\$1,689.25)	0.9 %	\$23,689.75
14	Full Depth Reclamation with Cement FDR C	68650.00	SF	\$ 1.50	\$102,975.00	(85)	0.12 %	(\$127.50)	0.12 %	\$23,562.25
15	Portland Cement FDR C	295.00	TON	\$205.00	\$60,475.00	(17.23)	5.84 %	(\$3,532.15)	5.84 %	\$20,030.10
16	Concrete Sidewalk	1400.00	SF	\$28.00	\$39,200.00	597	42.64 %	\$16,716.00	42.64 %	\$36,746.10
17	Curb and Gutter	2150.00	LF	\$63.00	\$135,450.00	34.5	1.6 %	\$2,173.50	1.6 %	\$38,919.60
18	Type FTB FT Drop Inlet	6.00	EA	\$4,800.00	\$28,800.00	(1)	16.67 %	(\$4,800.00)	16.67 %	\$34,119.60
19	Type FTC FT Drop Inlet	5.00	EA	\$5,700.00	\$28,500.00	1	20 %	\$5,700.00	20 %	\$39,819.60
20	12 IN HDPE Storm Drain Pipe	230.00	LF	\$211.00	\$48,530.00	73	31.74 %	\$15,403.00	31.74 %	\$55,222.60
27	Traffic Stripe	5400.00	LF	\$ 1.10	\$5,940.00	(874)	16.19 %	(\$961.40)	16.19 %	\$54,261.20
28	Pavement Marking	1640.00	SF	\$ 6.00	\$9,840.00	(225)	13.72 %	(\$1,350.00)	13.72 %	\$52,911.20

Total Increase or Decrease at Bid Item Prices = \$52,911.20

Why UNICO?

- UNICO Focuses on Construction Management:** UNICO is not a design firm; it focuses on construction management. When an issue arises, we quickly resolve it instead of using it as an opportunity to blame a design competitor or protect designers from liability.
- Federal and Grant Funding Experience:** UNICO invests heavily in internal processes and staff training, which results in a work product that is LAPM compliant and consistently receives high marks from the various Caltrans Districts and Local Assistance Oversight Engineers that we work with.
- Community Benefit:** The UNICO team will enforce the conditions of the contract to provide a completed project that addresses the infrastructure needs of the County. We will work with the local community to minimize the impacts during construction.

- Lessons Learned Summary:** The UNICO team will track lessons learned throughout project(s) within the County. Tracking and sharing these lessons learned provide the County an opportunity to improve the quality and contracting experience for future work. This is a valuable tool for smaller County projects that are designed with budget in mind.



Relevant Project Experience

The UNICO team has provided construction management and inspection services on a variety of federal, state, and locally-funded infrastructure projects throughout California. Projects shown in the matrix below include storm damage, roadway improvements, pavement rehabilitation, and culvert and bridge replacements. Select projects on the following pages illustrate our experience and performance with construction engineering services.

Client Name Project Name	Emergency Repair Disaster Restoration	Project Elements								Funding			On-Call Contract
		Roadway/Traffic Safety Improvements	Roadway Maintenance, Paving, and Resurfacing	Culvert Repair	Embankment Reconstruction	Retaining Walls	Sidewalks	Bridge Retrofits and Replacements	Road Realignments	Local	State	Federal	
Santa Barbara County San Ysidro Debris Basin Improvements				◆	◆	◆				◆		◆	
Santa Barbara County On-Call Construction Management and Inspection Services Contract													
Stagecoach Road	◆	◆	◆	◆	◆							◆	◆
Orcutt-Garey Road	◆	◆	◆	◆	◆							◆	◆
Palmer Road	◆	◆	◆	◆	◆							◆	◆
San Ysidro Road	◆			◆	◆							◆	◆
Santa Rosa Road	◆	◆	◆	◆	◆							◆	◆
City of Goleta On-Call Construction Management and Inspection Services Contract													
Constructability Review: 2023 Pavement Rehabilitation		◆	◆				◆			◆	◆		◆
Constructability Review: Project Connect		◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆	◆
Constructability Review: San Jose Creek Bike Path										◆	◆	◆	◆
City of Goleta 2023 Pavement Rehabilitation		◆	◆				◆			◆	◆		
City of Orinda Miner Road Bridge and Bear Creek Road Bridge Seismic Retrofit			◆					◆		◆		◆	
Calaveras County SR 4/Wagon Trail Realignment, Phase 1		◆	◆	◆		◆			◆	◆	◆		
Calaveras County On-Call Construction Management and Inspection Services Contract													
Jesus Maria Road Reconstruction	◆		◆							◆			◆
Gwin Mine Road Repairs	◆	◆	◆	◆	◆					◆		◆	◆
Canyon View Drive Slide Repair	◆	◆	◆	◆	◆	◆				◆		◆	◆
Copperopolis/Murphy’s Road Resurfacing			◆							◆	◆		◆
CSA 1 Paving Program			◆							◆			◆
O’Byrnes Ferry Road Left Turn			◆						◆	◆		◆	◆
Lime Creek Road Bridge Replacement Constructability Review		◆	◆	◆		◆		◆				◆	◆



COUNTY OF SANTA BARBARA
Indefinite Delivery-Indefinite Quantity | "As Needed" Construction Engineering Services



Client Name Project Name	Emergency Repair Disaster Restoration	Project Elements								Funding			On-Call Contract
		Roadway/Traffic Safety Improvements	Roadway Maintenance, Paving, and Resurfacing	Culvert Repair	Embankment Reconstruction	Retaining Walls	Sidewalks	Bridge Retrofits and Replacements	Road Realignments	Local	State	Federal	
Town of Paradise On-Call Construction Management and Inspection Services Contract													
Skyway Road Rehabilitation	◆	◆	◆	◆			◆			◆	◆	◆	◆
Almond Street/Gap Closure	◆	◆	◆				◆		◆	◆	◆	◆	◆
On-System/Off-System Culvert Replacement	◆			◆	◆					◆	◆	◆	◆
On-System/Off-System Hardscape Replacement	◆						◆			◆	◆	◆	◆
Yuba County Marysville Road Slide Repair	◆	◆	◆	◆	◆	◆				◆	◆	◆	◆
Contra Costa County On-Call Construction Management and Inspection Services													
Crockett Area Guardrail Upgrades		◆										◆	◆
Franklin Canyon Road Safety Improvements		◆											◆
San Pablo Dam Road and Bailey Road Hardware Upgrades		◆											◆
Westminster and Kenyon Avenue Accessibility		◆					◆						◆
Danville Boulevard-Orchard Court Complete Streets		◆	◆				◆		◆			◆	◆
City of Woodland Gibson Road Rehabilitation		◆	◆				◆			◆	◆	◆	
Amador County Carbondale Road Bridge Replacement		◆	◆	◆		◆		◆				◆	
Glenn County County Road 67 Bridge Replacements (4)		◆	◆		◆			◆		◆	◆		
City of Woodland Sports Park Drive Pedestrian Overcrossing		◆	◆		◆		◆			◆			
City of Lincoln Joiner Parkway Pavement Rehabilitation, Phase 2			◆				◆					◆	
City of Lincoln East Joiner Parkway Widening		◆	◆	◆	◆	◆	◆		◆	◆			
Caltrans District 7 On-Call Construction Engineering and Inspection Services (No. 7A5729)*		◆									◆	◆	◆
City of Fresno Veteran's Boulevard Interchange*		◆	◆		◆	◆		◆			◆	◆	
Caltrans District 6 On-Call Construction Management Services (06A2975, 06A2596 & 06A1765)*		◆	◆								◆	◆	◆





Stagecoach Road PM 1.25-1.45 Santa Barbara County

Stagecoach Road had been severely impacted due to high intensity and storm duration, causing extensive debris accumulation that obstructed drainage and eroded the roadway and embankment. This project reconstructed the damaged roadway, shoulder, and embankment, while re-establishing natural drainage patterns. Additionally, it included grading the stream channel, managing debris, and restoring roadside amenities. This construction was essential to restoring access for residents, businesses, and emergency response personnel, alleviating threats to life, public health, safety, and property.

UNICO provided construction management and inspection services.

Project Information

- Agency: Santa Barbara County
- Agency PM: Chris Doolittle
P: 805.568.3000
E: cdoolit@countyofsb.org
- Contract Amount: \$747K
- Funding: FHWA Category A&B
- Contract Dates: July 2023 to September 2023
- UNICO PM: Craig Schellenger
P: 916.475.9842
E: cschellenger@unicoengineering.com



Orcutt-Garey and Palmer Roads Santa Barbara County

Orcutt Garey Road suffered significant stormwater runoff damage, leading to erosion of the downstream roadway support embankment. High flows on the roadway and hillside caused the drainage inlet to overtop, resulting in the failure of the roadway and shoulder on Palmer Road. The project included a reestablished embankment, a reconstructed roadway, rock slope protection (RSP), and hydroseeding. The project replaced and installed corrugated metal pipes, rebuilt and repaved the roadway, and reconstructed drainage ditches.

UNICO provided construction management and inspection services.

Project Information

- Agency: Santa Barbara County
- Agency PM: Alma D. Garcia
P: 805.803.8772
E: a.garcia@countyofsb.org
- Contract Amount: \$494K (Orcutt-Garey) | \$140K (Palmer)
- Funding: FHWA Category A&B
- Contract Dates: August 2023 to September 2023
- UNICO PM: Craig Schellenger
P: 916.475.9842
E: cschellenger@unicoengineering.com



Santa Rosa Road PM 10.9, 3.8 Santa Barbara County

Santa Rosa Road experienced multiple washouts caused by drainage failures and erosion due to excessive rainfall. This project rebuilt and reconstructed the failed gully, replaced an 18" culvert with corrugated metal pipes, and installed an overside drain.

The reconstructed roadway structures used Class 2 AB and Type A HMA, and included a rebuild of the embankments and replacement of rock slope protection (RSP).

UNICO provided construction management and inspection services.

Project Information

- Agency: Santa Barbara County
- Agency PM: Jesus Hernandez
P: 805.803.8797
E: jehernan@countyofsb.org
- Contract Amount: \$307K
- Funding: FHWA Category A&B
- Contract Dates: August 2023 to September 2023
- UNICO PM: Craig Schellenger
P: 916.475.9842
E: cschellenger@unicoengineering.com



San Ysidro Basin Improvements
Santa Barbara County

The San Ysidro Basin was over topped and significantly damaged by a 2018 debris flow event and again during the Winter 2023 storms. This project constructs improvements to the basin, including increased capacity volume, facilitating sediment recovery downstream, and improving the fish passage. The project also includes retaining wall construction, stream diversion, and embankment protection, as well as maintaining access for residents and trail users and coordinating with multiple project stakeholders.

UNICO is providing construction management and inspection services.



**Project Connect: Ekwil Street-
Fowler Road Extension + Hollister
Avenue Bridge**
City of Goleta

Project Connect enhances the transportation infrastructure in Old Town Goleta. The project includes construction of Ekwil Street, a new east-west connector stretching from Kellogg Avenue to Fairview Avenue, featuring a roundabout at Ekwil Street and Pine Avenue, as well as double roundabouts at the Hollister Avenue/SR 217 interchange. Additionally, Fowler Road extension will rebrand as Fowler Road from Kellogg Avenue to Technology Drive, and Hollister Avenue Bridge will be replaced with a wider structure to accommodate realigned sections for improved traffic flow.

UNICO is providing construction management and inspection services.



Goleta Pavement Rehabilitation
City of Goleta

The 2023 Pavement Rehabilitation Project is part of the City’s Pavement Management Program (PMP) which is used to effectively maintain the City’s entire roadway network. This project represents a total of eight different project sites throughout the City. The improvements include pavement rehabilitation, roadway reconstruction, grinding and paving existing roadways, resurfacing roadways, reconstructing access ramps, installing truncated domes, additional ADA improvements, and roadway striping.

UNICO is providing construction management and inspection services.

Project Information

- Agency: Santa Barbara County
- Agency PM: Hansel Corsa
P: 805.568.3458
E: hacorsa@countyofsb.org
- Contract Amount: \$312K
- Funding: Federal and Private
- Contract Dates: June 2024 to Ongoing
- UNICO PM: Craig Schellenger
P: 916.475.9842
E: cschellenger@unicoengineering.com

Project Information

- Agency: City of Goleta
- Agency PM: Nina Buelna
P: 805.961.7561
E: nbuelna@cityofgoleta.org
- Contract Amount: \$5.8M
- Funding: Federal and State
- Contract Dates: April 2023 to Ongoing
- UNICO PM: Justyn Webster
P: 916.850.9437
E: jwebster@unicoengineering.com

Project Information

- Agency: City of Goleta
- Agency PM: Nina Buelna
P: 805.961.7561
E: nbuelna@cityofgoleta.org
- Contract Amount: \$739K
- Funding: Local
- Contract Dates: April 2023 to Ongoing
- UNICO PM: Justyn Webster
P: 916.850.9437
E: jwebster@unicoengineering.com





Bear Creek Road Bridge Seismic Retrofit

City of Orinda

This project included the seismic retrofit of the existing Bear Creek Road Bridge which features a three-span steel stringer structure supported on steel columns and pile foundations. The project also included stream diversion, reconstructing the damaged rock slope protection, strengthening the column/bent cap connections, removing and replacing the existing steel cross bracing, spot blasting and cleaning portions of the existing steel members, and painting portions of the existing steel members.

UNICO provided construction management and inspection services.

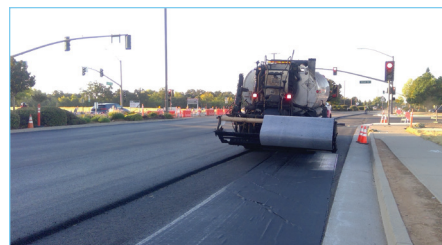


Gibson Road Improvements

City of Woodland

This project revitalized a two-mile corridor from County Road 98 to East Street. Key features include pavement rehabilitation, upgraded drainage systems, and ADA accessibility. Traffic signal improvements included bicycle and pedestrian actuation, with a new pedestrian-actuated lighted crossing at California Street. Lane reconfigurations between Cottonwood Street and West Street optimize traffic flow by reducing travel lanes creating a three-lane corridor with dedicated space for bicycles, pedestrians, and vehicles, transforming Gibson Road into a modern, complete street.

UNICO provided construction management and inspection services.



Joiner Parkway Pavement Rehabilitation Phase 2

City of Lincoln

The project reconstructed a four-lane arterial road spanning from Moore Road to just south of Third Street addressing extensive pavement degradation, base failures, weathering, and non-compliant ADA curb ramps through full depth reclamation with concrete (FDR-C) and hot mix asphalt (HMA) paving, alongside microsurfacing. The project also included enhancements to lighting, push button assemblies, loop detection systems, and reconstruction of pedestrian access ramps for compliance with current ADA standards, enhancing safety and usability along Joiner Parkway.

UNICO provided construction management and inspection services.

Project Information

- Agency: City of Orinda
- Agency PM: Scott Christie
P: 925.253.4220
E: schristie@cityoforinda.org
- Contract Amount: \$159K
- Funding: Federal and Local
- Contract Dates: 2022 to 2024
- UNICO PM: Lacey Smith
P: 209.559.1907
E: lsmith@unicoengineering.com

Project Information

- Agency: City of Woodland
- Agency PM: Miguel Chavez
P: 530.661.5952
E: miguel.chavez@cityofwoodland.org
- Contract Amount: \$1.4M
- Funding: Federal
- Contract Dates: 2021 to 2023
- UNICO PM: Justyn Webster
P: 916.850.9437
E: jwebster@unicoengineering.com

Project Information

- Agency: City of Lincoln
- Agency PM: Araceli Cazarez
P: 916.434.2486
E: araceli.cazarez@lincolncalifornia.gov
- Contract Amount: \$366K
- Funding: Federal and Local
- Contract Dates: July 2023 to May 2024
- UNICO PM: Lacey Smith
P: 209.559.1907
E: lsmith@unicoengineering.com



Marysville Road Slide Repair Yuba County

Following severe erosion during the 2017 winter storms, this project stabilized a downhill slope along Marysville Road, located approximately 0.3 mile east of New Bullards Bar Dam, preventing further water erosion undermining the roadway. Activities included clearing, excavation, soldier pile wall construction, placement of imported borrow material, installation of subdrains, aggregate base and asphalt surfacing, and the installation of a Midwest Guardrail System.

UNICO provided construction management and inspection services.



Canyon View Drive Slide Repair Calaveras County

This project reconstructed the embankment, soldier pile wall with CIDH foundations, as well as roadway and relocated the waterline on Canyon View Drive where it intersects with Utica Drive. The wall is approximately 90-feet long and a maximum 14-feet tall exposed face. Approximately 115-feet of roadway was constructed to restore the condition to the pre-washout condition, including asphalt paving and new guardrail. Canyon View Drive remained open during construction.

UNICO provided construction management and inspection services.



Gwin Mine Road Repairs Calaveras County

Following severe damage from winter storms in 2017, the Gwin Mine Road Repair Project addressed multiple issues including roadway washouts, landslides at six locations, and erosion of three culverts. The project involved comprehensive efforts such as debris removal from slide areas, restoration of the roadway using retaining walls and rip rap for downhill slope stabilization, and restoration or replacement of damaged culverts to ensure effective drainage. These measures were implemented to mitigate erosion risks, enhance road stability, and restore safe passage for local residents and commuters.

UNICO provided construction management and inspection services.

Project Information

- Agency: Yuba County
- Agency PM: Sam Bunton
P: 530.749.5420 x5649
E: sbunton@co.yuba.ca.us
- Contract Amount: \$88K
- Funding: FEMA, Local
- Contract Dates: October 2019 to December 2019
- UNICO PM: Justyn Webster
P: 916.850.9437
E: jwebster@unicoengineering.com

Project Information

- Agency: Calaveras County
- Agency PM: Jacob Lile
P: 209.754.6402
E: jlile@co.calaveras.ca.us
- Contract Amount: \$264K
- Funding: FEMA, Local
- Contract Dates: September 2020 to October 2021
- UNICO PM: Lacey Smith
P: 209.559.1907
E: lsmith@unicoengineering.com

Project Information

- Agency: Calaveras County
- Agency PM: Jacob Lile
P: 209.754.6402
E: jlile@co.calaveras.ca.us
- Contract Amount: \$252K
- Funding: FEMA, Local
- Contract Dates: September 2020 to October 2021
- UNICO PM: Lacey Smith
P: 209.559.1907
E: lsmith@unicoengineering.com



On-Call Construction Engineering and Inspection Services
(07A5729)
Caltrans District 7

This project delivers high-quality infrastructure improvements for the community and is located in Northern Los Angeles. These extensive freeway projects totaling over 100 miles includes constructing HOV lanes, laying hot mix asphalt (HMA), installing lean concrete base (LCB), and various other infrastructure improvements maintaining strict compliance with project specifications and safety standards throughout the construction phases.

NV5 is providing a dedicated team of Resident Engineers, Construction Inspectors, Office Engineers, and Schedulers.

Project Information

- Agency: Caltrans District 7
- Agency PM: Frank Cheng
P: 213.326.1599
E: frank.cheng@dot.ca.gov
- Contract Amount: \$12M - \$19.5M
- Funding: Federal
- Contract Dates: February 2024 to Ongoing
- NV5 PM: Michael Dipsia
P: 805.300.5909
E: michael.dipsia@nv5.com



Veteran’s Boulevard Interchange
City of Fresno

This project enhanced regional connectivity by constructing a new interchange over State Route 99. This initiative included the construction of four new bridges and six on/off-ramps, facilitating smoother traffic flow and improving accessibility in the area. Additionally, the project encompasses upgrades to local road connections, stormwater management systems, sewer, and water utilities, as well as enhancements to four signalized intersections adjacent to the interchange. Upon completion, the project is expected to bolster infrastructure resilience and meet the growing transportation needs of the community.

NV5 provided construction management and inspection services.

Project Information

- Agency: City of Fresno
- Agency PM: Randall Morrison
P: 559.621.8703
E: randall.morrison@fresno.gov
- Contract Amount: \$48M
- Funding: Federal, State, Local
- Contract Dates: February 2022 to December 2024
- NV5 PM: Bobby Pentorali
P: 559.960.2907
E: bobby.pentorali@nv5.com



On-Call Construction Management Services (06A2975, 06A2596 & 06A1765)
Caltrans District 6

NV5 is currently overseeing a series of highway projects across Fresno, Kern, Kings, Madera, and Tulare counties in Caltrans’ Central Region. These projects encompass a variety of improvements including widening, alignment adjustments, roadway surfacing upgrades, and enhancements to drainage basins. Construction management services are assuring that the projects are executed efficiently and meet the quality standards. These ongoing efforts will enhance regional transportation infrastructure and improve travel conditions for local communities.

NV5 is providing construction management, inspections, and materials testing services.

Project Information

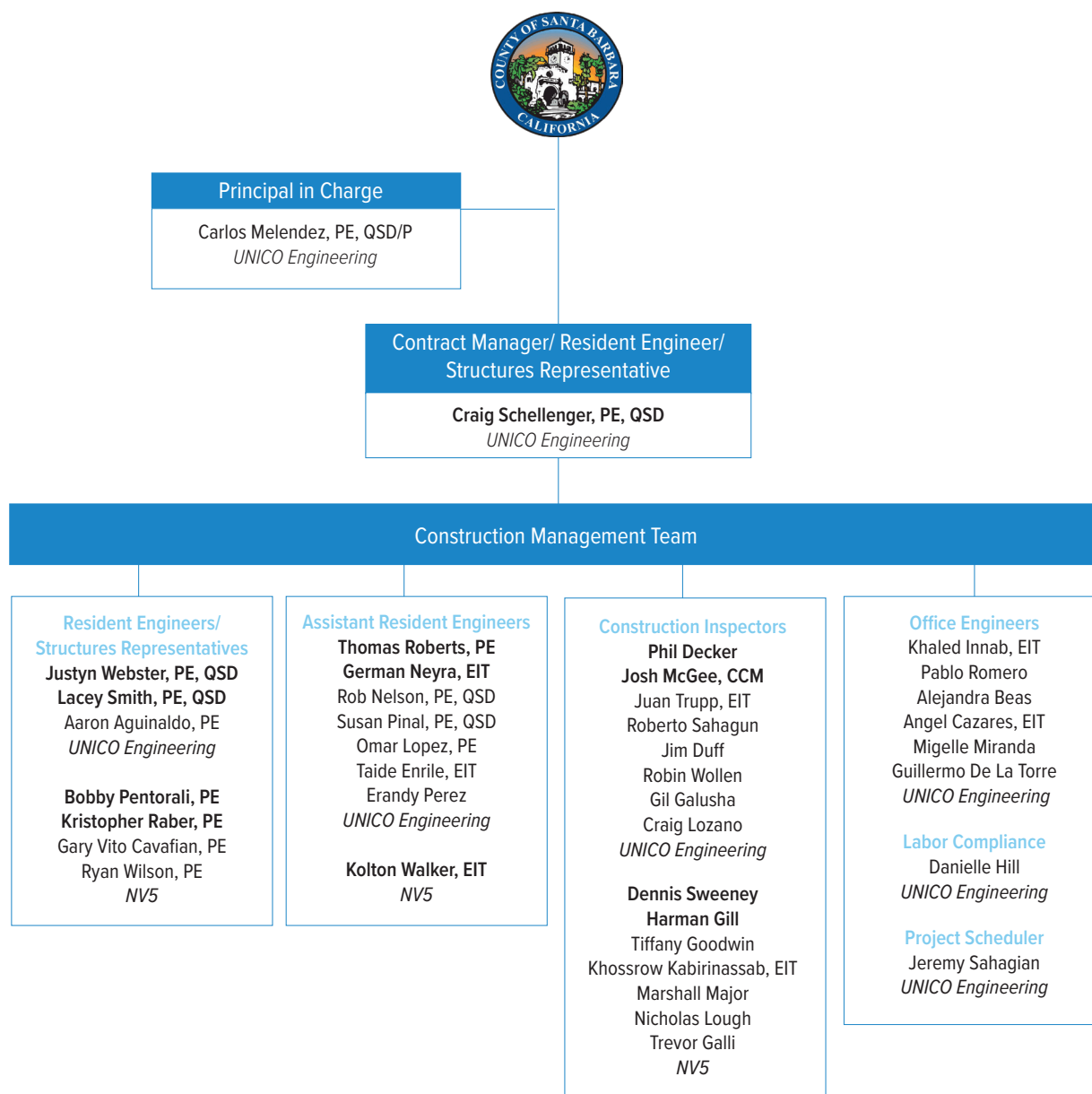
- Agency: Caltrans District 6
- Agency PM: Sam Dhaliwal
P: 661.565.5462
E: sam.dhaliwal@dot.ca.gov
- Contract Amount: \$2.1M-\$61M
- Funding: Federal
- Contract Dates: October 2019 to Ongoing
- NV5 PM: Jeff Pallesen
P: 415.572.9287
E: jeff.pallesen@nv5.com

Contractor Staff

Team Roles and Organization

The UNICO team includes construction management professionals who excel at a variety of local, state, and federally-funded infrastructure projects. Proposed staff presented in the organizational chart have long established working relationships with local agencies throughout California. Brief qualifications information for our key team members and supporting staff are provided on the following pages. Resumes for key team members are included in the Appendix.

Based in Goleta, this project will be managed by UNICO's Central Coast Team.



Bold Text Indicates key personnel

of Staff and Composition

PIC	CM/RE/SR	RE/SR	ARE	CI	OE	LCS	PS
1	1	7	8	15	6	1	1



Key Team Member Qualifications

The UNICO team identified for this on-call contract have provided construction management and inspection services on a variety of federal, state, and locally-funded infrastructure projects throughout Northern California. Qualifications for Key Team Members are provided below. Additional resume information is provided in the Appendix.



Craig Schellenger, PE, QSD
*Contract Manager/Resident Engineer/
Structures Representative | UNICO*

Craig has 16 years of experience as a Construction Engineer on both Caltrans and local agency projects. Craig's experience serving in the role of Resident Engineer includes enforcing project contract specifications, timely payments, handling quantities of contract work, drafting change orders, reviewing and authorizing submittals, coordination of materials testing and sampling, and stakeholder communication.

Relevant project experience includes:

- County of Santa Barbara | On-Call CM Services for Storm Damage/Emergency Repair Projects
- County of Santa Barbara | San Ysidro Basin Improvements
- City of Goleta | Project Connect: Ekwil Street-Fowler Road Extension and Hollister Avenue Bridge Replacement



Justyn Webster, PE, QSD
*Resident Engineer/
Structures Representative | UNICO*

Justyn has 18 years of experience in infrastructure delivery. His career has been focused on roadway and bridge construction and includes both highway and local streets including oversight of AC paving, drainage and utility improvements. He is experienced in all types of bridge projects including retrofits, cofferdam construction, prestressed concrete and construction over waterways.

Relevant project experience includes:

- County of Santa Barbara | San Ysidro Basin Improvements
- City of Goleta | Project Connect: Ekwil Street-Fowler Road Extension and Hollister Avenue Bridge Replacement
- City of Goleta | Goleta Pavement Rehabilitation



Lacey Smith, PE, QSD
*Resident Engineer/Structures
Representative | UNICO*

Lacey has 16 years of experience in the transportation industry, specializing in construction management of roadway improvements, vehicular and pedestrian structures, and multi-disciplinary projects. This includes pavement rehabilitation and paving, bridges over waterways, compliance with regulatory and environmental permits, staged construction and traffic control, temporary structures, and utility relocations.

Relevant project experience includes:

- City of Orinda | Bear Creek Road and Miner Road Bridge Seismic Retrofit
- County of Amador | Carbondale Road Bridge Replacement and Fiddletown Road Bridge Replacement
- City of Lincoln | Joiner Parkway Pavement Rehabilitation



Bobby Pentorali, PE
*Resident Engineer/Structures
Representative*

Bobby has more than 18 years experience in transportation project delivery. His expertise includes major highway and local road construction, bridge construction and earth retaining systems. His contract administration experience includes contract change order negotiation, resolution of contract disputes, cost control, estimating and schedule review.

Relevant project experience includes:

- City of Fresno | Veteran's Boulevard Interchange Improvements
- City of Bakersfield | Belle Terrace Operational Improvements Project
- City of Murphys | Murphys Creek Bridge



N|V|5 Kristopher Raber, PE Resident Engineer/Structures Representative

Kris has more than 19 years' experience working as an engineer on private development and public works projects. He has served as a Resident Engineer on a variety of transportation projects and is experienced in all aspects of the role from running project meetings to resolving disputes, reviewing RFIs, submittals and contract change orders, preparation of budgets and cost estimates, stakeholder coordination, and providing oversight of utility relocation and coordination.

Relevant project experience includes:

- Caltrans District 9 | Olancho/Cartago Four Lane Project
- Caltrans District 9 | A&E On-Call Construction Inspection Services (09A0788)
- Caltrans District 6, Kern County | On-Call A&E Construction Inspection and Construction Engineering Services (06A2270/06A2596)



Thomas Roberts, PE Assistant Resident Engineer | UNICO

Thomas has more than five years of construction management experience. His project experience includes roadway improvements, vehicular and pedestrian structures, and water and sewer projects. As a project engineer he is experienced with performing constructability review, project management, engineering services and public outreach, as well as daily inspection, coordination with materials testing, and document control.

Relevant project experience includes:

- County of Santa Barbara | On-Call CM Services for Storm Damage/Emergency Repair Projects
- City of Goleta | Project Connect: Ekwill Street-Fowler Road Extension and Hollister Avenue Bridge Replacement



German Neyra, EIT Assistant Resident Engineer | UNICO

German has more than 28 years of experience in construction management and inspection services for public infrastructure projects. Prior to joining UNICO, German worked as a Senior Construction Inspector for Santa Barbara County's Engineering Division, and brings first hand knowledge and understanding of the District's preferences for managing storm damage repair projects.

Relevant project experience includes:

- County of Santa Barbara | San Ysidro Basin Improvements
- City of Goleta | Project Connect: Ekwill Street-Fowler Road Extension and Hollister Avenue Bridge Replacement
- County of Santa Barbara | East Mountain Dr. Downsizing (23STM1 1J05)

N|V|5 Kolton Walker, EIT Assistant Resident Engineer

Kolton brings four years of experience on transportation improvement projects in the Central Valley working as an Assistant Resident Engineer and Roadway Construction Inspector. His experience includes major expressway, interchange, bridge, and highway projects constructed to Caltrans Standards. He has been responsible for review and approval of submittals; reviews and responses to RFIs; preparation of contract change orders; processing monthly progress pay estimates; and performing quality assurance inspection.

Relevant project experience includes:

- City of Reedley | Manning Avenue Phase 3 Pavement Rehabilitation
- County of Kern | Crosswalk Improvements at Various Uncontrolled Intersections in Kern County
- City of Reedley | Reedley Avenue Paving Projects





Phil Decker
Construction Inspector / UNICO

Phil has more than 23 years of experience as a construction inspector for public works projects including concrete installation, land development, roadway construction, as well as concrete pad placements. He is experienced with providing day-to-day field inspection including utility coordination, resident coordination, minor concrete pours, materials testing coordination, traffic control, materials acceptance, and safety inspections.

Relevant project experience includes:

- City of Goleta | Project Connect: Ekwill Street-Fowler Road Extension and Hollister Avenue Bridge Replacement
- County of Santa Barbara | 2023 Emergency Response- Multiple project sites throughout the County
- US Navy | US Naval Base Ventura County, Port Hueneme, CA



Josh McGee, CCM
Construction Inspector / UNICO

Josh is a Certified Construction Manager with more than 16 years of industry experience. He is a personable, and detail-oriented Inspector with extensive utility coordination and roadway construction knowledge. Josh's field experience includes inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

Relevant project experience includes:

- City of Goleta | Goleta Pavement Rehabilitation
- City of Lincoln | East Joiner Parkway Widening
- City of Lincoln | Joiner Parkway Pavement Rehabilitation, Phase 2



Dennis Sweeney
Construction Inspector

Dennis has 13 years of experience in construction management for public and private projects. His experience includes construction inspection for paving, grading, concrete, wet utility installation and testing and street lighting. He is experienced in various aspects of construction project management, including estimating and cost analysis, change order and claims management, submittal review, review extra work bills, review and approval of billing quantities and constructability plan review.

Relevant project experience includes:

- California High Speed Rail Authority | Construction Package 4
- Caltrans District 10 | Caltrans On-Call Construction Inspection Services
- County of Sacramento | Sacramento County Construction and Inspection Division



Harman Gill
Construction Inspector

Harman worked as a Field Technician providing services for highway improvement projects constructed to Caltrans standards. He started working at Caltrans as a volunteer to learn and earn his Certifications. He later was selected to perform services thru the District 6 Kern On-Call Construction Management Contract. Harman is familiar with Caltrans' construction practices and the agency's Standard Plans and Specifications. He has worked successfully in a team environment and coordinated work with fellow team members, inspectors, contractors and subcontractors.

Relevant project experience includes:

- City of Fresno | Veterans Boulevard Interchange
- City of Bakersfield | 24th Street Improvements
- City of Bakersfield | Beltway Operational Improvements

Proposed Staff Experience and Qualifications

Team Member	Experience and Qualifications	Similar Project Experience
Carlos Melendez, PE, QSD Role: Principal in Charge UNICO <ul style="list-style-type: none"> MS Civil Engineering BS Civil Engineering Professional Civil Engineer - CA Qualified SWPPP QSD Caltrans RE Academy 	Carlos has 23 years of industry experience and has extensive knowledge of project and contract management. He is experienced in all aspects of projects delivery, including submittal reviews, RFIs, certified payroll, processing progress payments and preparation and negotiation of change orders and claims.	<ul style="list-style-type: none"> Contra Costa County On- Call Construction Management Services Solano County On-Call Construction Inspection Services City of Benicia On-Call Construction Management Services
Aaron Aguinaldo, PE Role: Resident Engineer/Structures Representative UNICO <ul style="list-style-type: none"> BS Civil Engineering Professional Civil Engineer - CA 	Aaron has more than 11 years of construction management experience working in heavy civil infrastructure. He is experienced in all types of structures work, including seismic retrofit, cast-in-place concrete, pre-cast concrete, post-tensioning, retaining walls, and temporary structures. He is knowledgeable with Caltrans Contract Administration bringing a unique perspective to effectively address issues during construction.	<ul style="list-style-type: none"> City of Vacaville Jepson Parkway Phase 2 Amador County Carbondale Road Bridge Replacement City of El Cajon Oakdale-Alameda Beautification
Gary Vito Cavafian, PE Role: Resident Engineer/Structures Representative NV5 <ul style="list-style-type: none"> MS Structural Engineering BS Civil Engineering Professional Civil Engineer - CA 	Gary has more than 30 years' experience in structural design and construction management for the design and construction of highways, roadways, and bridges. He is proficient in cost negotiation, constructability review and value engineering, and has worked extensively as a structure representative, resident engineer, project manager, construction manager, bridge designer and regulatory expert	<ul style="list-style-type: none"> Caltrans District 5 A&E On-Call Structure Construction Inspection Services Tehama County Jellys Ferry Road at Sacramento River Bridge Replacement City of Bakersfield Belle Terrace Operational Improvements
Ryan Wilson, PE, QSD Role: Resident Engineer/Structures Representative NV5 <ul style="list-style-type: none"> BS Civil Engineering Professional Civil Engineer - CA Qualified SWPPP QSD 	Ryan brings 15 years of construction management experience for capital improvement projects, including concrete structures, underground systems, and roadways. His project experience includes post-tensioned box girder bridges, retaining walls, roadway construction and rehabilitation, storm and sewer system construction, and water and wastewater treatment plants.	<ul style="list-style-type: none"> Madera County Oakhurst Midtown Connector City of Bakersfield 24th Street Improvement Project City of Bakersfield Beltway Operational Improvements Project
Robert Nelson, PE, QSD Role: Assistant Resident Engineer UNICO <ul style="list-style-type: none"> BS Civil Engineering Professional Civil Engineer - CA Qualified SWPPP QSD 	Rob has more than seven years of A/E/C industry experience, working in construction as a designer, project engineer, and storm water pollution prevention professional bringing a practical approach to solving field challenges and working with the designer and contractor while protecting the interests of the project.	<ul style="list-style-type: none"> Glenn County County Road 67 Bridge 11C-0015 City of Vacaville Jepson Parkway Phase 2 Contra Costa County Westminster and Kenyon Avenue
Taide Enrile, EIT Role: Assistant Resident Engineer UNICO <ul style="list-style-type: none"> BS Civil Engineering Engineer in Training - CA 	Taide brings 10 years of experience to UNICO's construction management team. With a background in land development design and heavy civil construction, Taide has experience working on public works projects for various Bay Area Municipalities and Caltrans.	<ul style="list-style-type: none"> City of Goleta San Jose Creek Bike Path Constructibility Review City of Vacaville Jepson Parkway Phase 2 City of Sacramento Silver Eagle Road and Sewer Rehabilitation



Team Member	Experience and Qualifications	Similar Project Experience
Erandy Perez Role: Office Engineer UNICO <ul style="list-style-type: none"> MS Civil Engineering BS Civil Engineering 	Erandy has more than three years of experience working on roadway development and cast-in-place box girder bridge construction. As an Office Engineer he is experienced with analyzing falsework plans, technical submittals, quantity sheets, pay requests, project budgets, daily reports, and labor compliance.	<ul style="list-style-type: none"> City of Woodland Sports Park Pedestrian Overcrossing Amador County Carbondale Road Bridge Replacement City of Orinda Bear Creek Road and Miner Road Bridge Seismic Retrofit
Susan Pinal, PE, QSD Role: Assistant Resident Engineer UNICO <ul style="list-style-type: none"> BS Civil Engineering Professional Civil Engineer - CA Qualified SWPPP QSD 	Susan has eight years of experience working on a variety of construction, and quality assurance projects. She has performed construction inspection, document control, office engineering, and labor compliance for local and federally funded infrastructure projects. Her experience includes design of water resources projects, storm water projects, trash amendment requirements, and transportation projects.	<ul style="list-style-type: none"> City of Woodland Kentucky Avenue Widening City of Vacaville Jepson Parkway Phase 2 City of West Sacramento West Capitol Avenue Road Rehabilitation
Omar Lopez, PE Role: Assistant Resident Engineer UNICO <ul style="list-style-type: none"> BS Civil Engineering Professional Civil Engineer - CA 	Omar has six years of experience as a construction engineer responsible for supporting infrastructure project delivery. He is responsible for preparing quantity sheets, analyzing pay requests, developing and maintaining project budgets, reviewing daily reports, and performing labor compliance. Omar has worked on a variety of infrastructure and facility projects.	<ul style="list-style-type: none"> City of Lincoln Joiner Parkway Rehabilitation Phase 2 City of Woodland Gibson Road Rehabilitation City of West Sacramento West Capitol Avenue Road Rehabilitation
Juan Trupp, EIT Role: Construction Inspector UNICO <ul style="list-style-type: none"> BS Civil Engineering Engineer-in-Training - CO 	Juan is an experienced Construction Inspector with more than 33 years of experience. He previously worked for Caltrans, as a Transportation Engineer and Assistant Project Manager and has provided inspection and project delivery experience for multiple local agencies.	<ul style="list-style-type: none"> Santa Barbara County Riven Rock Road Storm Damage City of Live Oak Pennington Road Rehabilitation City of Benicia Columbus Parkway-Rose Drive Improvements
Roberto Sahagun Role: Construction Inspector UNICO <ul style="list-style-type: none"> OSHA Construction Safety & Health Certificate Shotcrete Nozzleman Certificate 	Bob has more than 50 years of construction industry experience working on various infrastructures ranging from underground utilities, roadways to tunnels. His roles have included construction inspector, superintendent, and lead miner. His experience includes soft ground mining, hard rock mining, small bore tunnels, large bore tunnels and pressurized tunnels.	<ul style="list-style-type: none"> Santa Barbara County Santa Rosa Road Storm Damage City of Sacramento 3rd Street Sewer Relief City of Woodland Gibson Road Rehabilitation
James Duff Role: Construction Inspector UNICO <ul style="list-style-type: none"> UPRR Contractor Safety Orientation Training Certified Erosion, Sediment, and Stormwater Inspector 	Jim has 46 years of construction experience and has served as a Project Superintendent on various bridge construction projects throughout California. He has in-depth knowledge of bridge and structures, including falsework and temporary works, retaining walls and sound walls, CIDH foundation, shoring, and structural excavation.	<ul style="list-style-type: none"> Santa Barbara County San Ysidro Road Storm Damage City of Goleta Project Connect: Ekwil Street-Fowler Road Extension and Hollister Avenue Bridge Replacement Amador County Carbondale Road Bridge Replacement

Team Member	Experience and Qualifications	Similar Project Experience
Robin Wollen Role: Construction Inspector UNICO <ul style="list-style-type: none"> BS Science and Engineering 	Robin has more than 37 years of experience with construction and civil inspection. She has worked with State, City, and Public Works Departments, including 10 years as a State Surveyor. She has extensive knowledge of the Caltrans Standards and Manuals, Greenbook, and California Manual of Uniform Traffic Control Devices.	<ul style="list-style-type: none"> City of El Cajon Oakdale-Alameda Beautification Caltrans District 12 San Diego Freeway (I-405) Improvements Caltrans District 11 I-805 North Express Lanes
Gil Galusha Role: Construction Inspector UNICO <ul style="list-style-type: none"> Traffic Control Excavation, Trenching and Shoring Safety Compliance 	Gil has 30 years of experience in the construction industry working on a wide range of transportation and roadway projects, rail transit, and pipeline projects. He has in-depth knowledge and hands-on experience with various construction methods and is highly regarded for his interpersonal skills and effective approach in working with contractors.	<ul style="list-style-type: none"> City of San Pablo Rumrill Boulevard Complete Streets City of Vacaville Jepson Parkway Phase 2 Contra Costa County Kirker Pass Road Safety Improvements
Craig Lozano Role: Construction Inspector UNICO <ul style="list-style-type: none"> OSHA 40-Hour Traffic Control Confined Space ACI Grade Level II Adult First Aid/CPR/AED 	Craig is an accomplished construction inspector with over 14 years of experience on a variety of infrastructure projects, including structural steel, rebar, reinforced concrete inspection for structures, transportation, and transit projects, as well as wastewater pipelines, recycled water pipelines, and pump station upgrades.	<ul style="list-style-type: none"> City of Concord Hillcrest Park Green Infrastructure Contra Costa County Crockett Area Guardrail City of Live Oak Pennington Road Rehabilitation
Tiffany Goodwin Role: Construction Inspector NV5 <ul style="list-style-type: none"> Caltrans Test Methods 105, 125AC, 125PCC, 125AGG, 125MISC, 201, 202, 216, 217, 226 and 231 	Tiffany brings 24 years of experience working in the construction industry as a lead construction inspector for capital improvement projects, including bridges, grade separations, and highways and interchanges constructed to Caltrans standards. She also brings in-depth experience providing field soils and materials testing services to infrastructure project.	<ul style="list-style-type: none"> Caltrans District 5 Highway 101 HOV Lanes Project (05-0N7AU4, 05-0N73U4) Caltrans District 5 On-Call Services (06A2588) Caltrans District 5 On-Call Services (06A2281)
Khossrow Kabirinassab, EIT Role: Construction Inspector NV5 <ul style="list-style-type: none"> BS Manufacturing Engineering Engineer in Training - CA 	Khossrow (Hoss) has nearly 30 years of experience in the industry with the California Department of Transportation. Hoss' experience includes work on a variety of roadway design and construction projects across northern California performing design, construction inspection and claim analysis.	<ul style="list-style-type: none"> Caltrans District 4 On-Call Construction Management Services - Carquinez Bridge Repair and Rehabilitation Caltrans District 5 On-Call Construction Management Services (06A2588)
Marshall Major Role: Construction Inspector NV5	Marshall has more than 24 years' experience in the construction industry. He has extensive experience with bridge construction, falsework, pile installation, concrete barriers, and sound walls and retaining wall construction, including MSE walls, soldier pile walls, soil nail walls, and concrete retaining walls and also managed excavation projects.	<ul style="list-style-type: none"> Caltrans District 9 A&E On-Call Engineering, Construction Inspection, Testing, Claims and Constructability Support (09A0788) City of Bakersfield On-Call Construction Inspection Services

Team Member	Experience and Qualifications	Similar Project Experience
Nicholas Lough Role: Construction Inspector NV5 <ul style="list-style-type: none"> Caltrans Test Methods/105, 125AGG, 125AC, 125PCC, 216, 231, and 375 ACI/Field Technician Grade 1CPN Nuclear Density Gauge 	Nicholas has 11 years of experience as a construction inspector and materials tester on roadway and pavement rehabilitation projects designed and constructed to Caltrans standards. He is well versed with the testing protocols and requirements of Caltrans and ASTM.	<ul style="list-style-type: none"> Kern County Crosswalk Improvements at Various Unsignalized Intersections Caltrans District 6 On-Call Construction Management
Trevor Galli Role: Construction Inspector NV5 <ul style="list-style-type: none"> Caltrans Test Methods –105, 125, 201, 205, 216, 217, 226, 227, 229, 231, 552 	Trevor’s experience includes major and minor structures, new roadway construction, large existing roadway rehabilitation and reconstruction and major traffic handling and detour systems. Trevor managed the material testing division and led material testing technicians on numerous projects throughout the Central Valley.	<ul style="list-style-type: none"> Caltrans District 9 Olancho Cartago Four-Lane Project (09A0855) City of Fresno Veterans Boulevard Interchange Improvements Project Merced County Campus Parkway
Khaled Innab, EIT Role: Office Engineer UNICO <ul style="list-style-type: none"> BS Civil Engineering Engineer in Training - CA 	Khaled has more than three years of construction industry experience. He joined UNICO’s construction management team as a junior construction engineer supporting infrastructure project delivery. His knowledge and experience includes preparing quantity sheets, analyzing pay requests, developing, and maintaining project budgets, reviewing daily reports, and performing labor compliance.	<ul style="list-style-type: none"> City of Goleta Project Connect: Ekwil Street-Fowler Road Extension and Hollister Avenue Bridge Replacement City of Woodland Spring Lake Development California High Speed Rail Authority Construction Package 4
Pablo Romero Role: Office Engineer UNICO <ul style="list-style-type: none"> ACI Concrete Field Testing, Technician Grade 1 #01401521 	Pablo is a versatile engineer with more than nine years of construction industry experience. He has performed the role of Office Engineer, preparing quantity sheets, analyzing pay requests, developing, and maintaining project budgets, reviewing daily reports, and performing labor compliance. In addition, Mr. Romero has performed inspections for civil improvements such as embankment repairs, curb, gutter, sidewalks, grading and curb ramps.	<ul style="list-style-type: none"> Calaveras County Canyon View Drive Slide Repair City of Lincoln First Street Resurfacing Phase 2 City of Lincoln East Joiner Parkway Widening
Alejandra Beas Role: Office Engineer UNICO <ul style="list-style-type: none"> BS Civil Engineering 	Alejandra has joined UNICO’s construction management team as a junior construction engineer supporting infrastructure project delivery. She is responsible for preparing quantity sheets, analyzing pay requests, developing, and maintaining project budgets, reviewing daily reports, and performing labor compliance.	<ul style="list-style-type: none"> City of Orinda Bear Creek Road Bridge Seismic Retrofit City of Orinda Miner Road Bridge Seismic Retrofit City of Lincoln Joiner Parkway Rehabilitation, Phase 2
Angel Cazares, EIT Role: Office Engineer UNICO <ul style="list-style-type: none"> BS Civil Engineering Engineer in Training - CA 	Angel has 5 years of experience as a construction field engineer and quality control manager bringing an efficient approach to resolving issues in the field. Angel’s background consists of construction of transportation infrastructure, including airfield facilities, aprons, taxiways, runways, signage foundations, and airfield electrical construction.	<ul style="list-style-type: none"> City of Citrus Heights Sunrise Boulevard Resurfacing Van Nuys, CA Van Nuys Airport Taxiway A Rehabilitation FT. Worth, TX DFW East Airfield Lighting Improvements





Team Member	Experience and Qualifications	Similar Project Experience
Migelle Miranda Role: Office Engineer UNICO <ul style="list-style-type: none">BS Civil Engineering	Migelle has recently earned her civil engineering degree and joins UNICO’s construction management team as a junior construction engineer supporting infrastructure project delivery. She is responsible for preparing quantity sheets, analyzing pay requests, developing, and maintaining project budgets, reviewing daily reports, and performing labor compliance.	<ul style="list-style-type: none">City of Vacaville Jepson Parkway Phase2
Guillermo De La Torre Role: Office Engineer UNICO <ul style="list-style-type: none">BS Civil Engineering	Guillermo has recently earned his civil engineering degree and joins UNICO’s construction management team as a junior construction engineer supporting infrastructure project delivery. He is responsible for preparing quantity sheets, analyzing pay requests, developing, and maintaining project budgets, reviewing daily reports, and performing labor compliance.	<ul style="list-style-type: none">Calaveras County SR 4/Wagon Trail Realignment, Phase 1City of Woodland Pioneer Village Phase 1 & 2 SubdivisionCity of Woodland South Canal Storm Ditch Widening
Danielle Hill Role: Labor Compliance Specialist UNICO <ul style="list-style-type: none">BS Business Administration	Danielle recently joined UNICO’s construction management team bringing more than 10 years of knowledge and experience in payroll and labor compliance. This includes payroll processing and compliance with federal labor compliance laws and regulations, as well as investigating and resolving wage disputes.	
Jeremy Sahagian Role: Project Scheduler UNICO	Jeremy recently joined UNICO’s construction management team bringing more than 10 years of construction experience. He has extensive experience with project schedule and review processes. His expertise includes planning and building project schedules, continuously reviewing timeline progression, identifying potential delays, and working with the project staff to confirm that projects remain within scope.	



Key Staff References

Craig Schellenger, PE, QSD UNICO	Justyn Webster, PE, QSD UNICO	Lacey Smith, PE, QSD UNICO
<ul style="list-style-type: none"> Melissa Angeles Assistant Engineer Agency: City of Goleta P: 805.690.5122 E: manges@cityofgoleta.org Project: Project Connect Dates: April 2023 to Ongoing 	<ul style="list-style-type: none"> Katie Wurzel Principal Civil Engineer Agency: City of Woodland P: 530.661.5954 E: katie.wurzel@cityofwoodland.org Project: Spring Lake Development Dates: 2021 to Ongoing 	<ul style="list-style-type: none"> Scott Christie Public Works Director Agency: City of Orinda P: 925.253.4220 E: schristie@cityoforinda.org Project: Bear Creek Road Bridge Seismic Retrofit Dates: 2022 to 2024
Thomas Roberts, PE UNICO	German Neyra, EIT UNICO	Phil Decker UNICO
<ul style="list-style-type: none"> Nina Buelna Interim Public Works Director Agency: City of Goleta P: 805.961.7561 E: nbuelna@cityofgoleta.org Project: Project Connect Dates: April 2023 to Ongoing 	<ul style="list-style-type: none"> Brent Clavin Civil Engineer Agency: Santa Barbara County P: 805.636.2035 E: bclavin@countyofsb.org Project: Floradale Avenue Bridge Replacement Dates: September 2020 to December 2022 	<ul style="list-style-type: none"> Melissa Angeles Assistant Engineer Agency: City of Goleta P: 805.690.5122 E: manges@cityofgoleta.org Project: Project Connect Dates: March 2024 to Ongoing
Josh McGee, CCM UNICO	Bobby Pentorali, PE NV5	Kris Raber, PE, QSD NV5
<ul style="list-style-type: none"> Daniel Virgen Assistant Engineer Agency: City of Goleta P: 805.961.7564 E: dvirgen@cityofgoleta.org Project: 2023 Pavement Rehabilitation Dates: June 2024 to Ongoing 	<ul style="list-style-type: none"> Randall Morrison Director of Capital Projects Agency: City of Fresno P: 559.621.8703 E: randall.morrison@fresno.gov Project: Veteran's Blvd Interchange Dates: February 2022 to December 2024 	<ul style="list-style-type: none"> Damon Cherenzia Senior Construction Engineer Agency: Caltrans District 9 P: 760.920.3460 E: damon.cherenzia@dot.ca.gov Project: District 9 On-Call; Olancho/ Cartago Four-Lane Project Dates: November 2021 to Ongoing
Kolton Walker, EIT NV5	Dennis Sweeney NV5	Harman Gill NV5
<ul style="list-style-type: none"> Din Dadawalla Resident Engineer Agency: Caltrans District 6 P: 559.417.5927 E: din.dadawalla@dot.ca.gov Project: Pavement Preservation of I-5 Fresno from Kamm Ave to Panoche Ave September 2024 to Ongoing 	<ul style="list-style-type: none"> Baljit Sidhu Office Chief Agency: Caltrans District 4 P: 925.216.2971 E: baljit.sinhu@dot.ca.gov Project: EA 04-297634 I-680/SR 84 September 2024 to September 2028 	<ul style="list-style-type: none"> Contact: Amrit Brar Construction Engineer Agency: Caltrans District 6 P: 661.391.4775 E: amrit.brar@dot.ca.gov Project: Caltrans District 6 On-Call Dates: 2023 to Ongoing



COUNTY OF SANTA BARBARA
Indefinite Delivery-Indefinite Quantity | "As Needed" Construction Engineering Services



Conflict of Interest

UNICO Engineering, Inc. does not have any actual, apparent, or potential conflicts of interest that may exist relative to the services described.

Litigation

UNICO Engineering, Inc. has not been involved with any litigation in connection with prior projects.

Agreement for Services of Independent Contractor

UNICO Engineering, Inc. affirms that the proposal terms will remain in effect for ninety (90) days following the date proposal submittals are due.

UNICO Engineering, Inc. has read the Sample Service Agreement and takes no exceptions.



Appendix: Key Staff Resumes





Craig Schellenger, PE, QSD/P

Contract Manager/Resident Engineer/
Structures Representative

Mr. Schellenger has 16 years of experience as a Construction Engineer on both Caltrans and local agency projects. His background includes new construction of cast-in-place, post-tensioned, pre-stressed box girder bridges; pre-cast, pre-tensioned pre-stressed girder bridges; large diameter CIDH piles; retaining walls; ground anchor walls; utility relocations; and roadway construction. Craig's experience serving in the role of Resident Engineer includes enforcing project contract specifications, timely payments of progress pay estimates with handling quantities of contract work, drafting contract change orders, reviewing and authorizing submittals and RFIs, coordination of materials testing and sampling, and communication and coordination among stakeholders. His work ethic includes a focus on safety with the goal of maintaining organized project records and project sites by having a strong grasp of the contract special provisions and Caltrans standard specifications.

Years of Experience

- Total: 16
- With UNICO: 2.4

Education

- BS Civil Engineering, California State University, Sacramento (2010)

Registration

- Professional Engineer - CA #C84746 (2015)
- Qualified SWPPP Developer/Practitioner (QSD/P) #27476

Certifications

- Caltrans Resident Engineer Academy
- ACI Concrete Grade 1 Inspector #01382830
- PCI Level 1 and 2 Inspector
- All Ages First Aid/CPR/AED

Affiliations

- American Society of Civil Engineers
- American Public Works Association

Relevant Project Experience

On-Call Construction Management Services for Storm Damage/Emergency Repair Projects, Santa Barbara County, CA

Contract Manager/Resident Engineer. Due to intense cumulating rainfall in Winter 2022/2023, extensive stormwater runoff caused a flood/flow event that included rock falls, blocked culverts, and material mobilization that scoured out shoulders and embankments, overwhelming stormwater control features causing an immediate threat to roadway failure and public safety throughout Santa Barbara County. UNICO is providing on-call construction management and inspection services for multiple storm damaged sites, including Stagecoach Road, San Ysidro Road, Orcutt-Garey Road, Riven Rock Road, Palmer Road, and Santa Rosa Road. Work includes demolition and site clearing, equipment staging, water pollution control staging, rock slope stabilization, roadway and shoulder reconstruction, contour restoration, erosion control application, bike lane reconstruction, and replacement and installation of new storm drain pipelines. Responsible for contract management, resident engineering services, inspection oversight, and communication between Contractor and County, as well as contract change orders, field change directives, and progress payment review and approval.

San Ysidro Basin Improvements, Santa Barbara, CA

Resident Engineer. The San Ysidro Basin was over topped and significantly damaged by a 2018 debris flow event and again during the Winter 2023 storms. This project constructs improvements to the basin, including increasing capacity volume, facilitating sediment recovery downstream, and improving the fish passage. The project also includes retaining wall construction, stream diversion, and embankment protection, as well as maintaining access for

Craig Schellenger, PE, QSD/P

Contract Manager/Resident Engineer/Structures Representative

Relevant Project Experience Continued

residents and trail users and coordinating with multiple project stakeholders. Responsible for resident engineering services, inspection oversight, communication between Contractor and County, as well as change orders, field change directives, and progress payment review and approval.

Project Connect: Ekwil Street-Fowler Road Extension and Hollister Avenue Bridge Replacement, Goleta, CA

Resident Engineer/Structures Representative.

Project Connect constructs a new east-west connector across Old Town Goleta. These project locations overlap each other along Hollister Avenue near the Hollister Avenue/SR 217 intersection. Hollister Avenue constructs operational improvements at the Hollister Avenue/SR 217 interchange with the installation of a double roundabout. Ekwil Street extends from Kellogg Avenue on the east side to Fairview Avenue on the west side and includes the construction of a roundabout at the Ekwil Street and Pine Avenue intersection. Fowler Road constructs an extension to the existing South Street from Kellogg Avenue to Technology Drive and renames South Street to Fowler Road. The Hollister Avenue Bridge Replacement constructs a new longer and wider bridge to accommodate the realignment of Hollister Avenue necessary for the approach to the roundabout that will be constructed as part of the Ekwil-Fowler Project. Responsible for constructability review, construction bid support, utility coordination, and stakeholder coordination, as well as resident engineering services, inspection oversight, communication between Contractor and City, contract change orders, field change directives, and progress payment review and approval.

San Jose Creek Bike Path, Goleta, CA

Constructability Review. The San Jose Creek Bike Path enhances pedestrian and bicycle circulation and safety through the construction of north and west segments. The new Class I bikeway (path) closes the 2.5-mile gap between the County (Cathedral Oaks Road) and Goleta Crosstown Route in the north and the County's

Obern Trail/Coast Route in the south. The path connects the Calle Real commercial and residential areas on the north side of US 101 with commercial and residential areas within the Goleta Old Town redevelopment area to UC Santa Barbara and the Coast Route. UNICO performed a constructability review, and a biddability review to identify errors, omissions and conflicts of plans, specifications, and estimate. In addition, UNICO developed a project schedule to verify the number of working days.

Sports Park Drive Pedestrian Overcrossing, Woodland, CA

Structures Representative. This project constructs a bicycle/pedestrian crossing over SR-113 along the alignment of Sports Park Drive to Farmers Central Road. This project, along with planned Spring Lake development, completes a bicycle/pedestrian connection along the south side of town from CR 102 to East Street enabling residents to access the existing north/south bike lane corridors throughout the City, as well as access the Community Center/Sports Park and growth areas on the east side of SR-113. The Sports Park Drive Pedestrian Overcrossing project provides approximately 1,650 feet of pedestrian/bicycle path along the southern edge of the City. The Pedestrian Overcrossing (POC) structure consists of three spans supported on single column bents founded on driven concrete piles with only one column located in the median of the highway and the adjacent column and abutment located outside of Caltrans right-of-way. Part of the project is located within the State of California right-of-way and work within the State's right-of-way was completed under an encroachment permit. Responsible for structures inspection, issuing field directives and non-compliance reports, responding to NOPCs, resolving disputes, resolving and issuing CCOs, as well as submittal reviews, including temporary works, pile handling, and structural concrete; and materials quality assurance.





Justyn Webster, PE, QSD
Resident Engineer/Structures Representative

Mr. Webster has 18 years of experience in infrastructure delivery working both on the construction management and construction side of projects. His roadway experience includes both highway and local streets, including oversight of AC paving, drainage, and utility improvements. He is experienced in all types of bridge projects, including retrofits, cofferdam construction, pre-stressed concrete, and construction over waterways. He has served in the roles of Contract Manager, Resident Engineer, Inspector, and Project Engineer.

Years of Experience

- Total: 18
- With UNICO: 8.3

Education

- BS Civil Engineering, Michigan State University (2005)

Registration

- Professional Engineer - CA #C88827 (2018)
- Qualified SWPPP Developer (QSD) #C88827 (2022)

Certifications

- STS Certified Safety Professional #7416566397
- CAL OSHA Excavation Competent Person
- Caltrans DRB/DRA Candidate Workshop (2021)

Certifications

- American Public Works Association

Relevant Project Experience

San Ysidro Basin Improvements, Santa Barbara, CA

Principal in Charge. The San Ysidro Basin was over topped and significantly damaged by a 2018 debris flow event and again during the Winter 2023 storms. This project constructs improvements to the basin, including increasing capacity volume, facilitating sediment recovery downstream, and improving the fish passage. The project also includes retaining wall construction, stream diversion, and embankment protection, as well as maintaining access for residents and trail users and coordinating with multiple project stakeholders. Responsible for resident engineering services, inspection oversight, communication between Contractor and County, as well as change orders, field change directives, and progress payment review and approval.

Project Connect: Ekwil Street-Fowler Road Extension and Hollister Avenue Bridge Replacement, Goleta, CA

Principal in Charge/Resident Engineer. Project Connect constructs a new east-west connector across Old Town Goleta. These project locations overlap each other along Hollister Avenue near the Hollister Avenue/SR 217 intersection. Hollister Avenue constructs operational improvements at the Hollister Avenue/SR 217 interchange with the installation of a double roundabout. Ekwil Street extends from Kellogg Avenue on the east side to Fairview Avenue on the west side and includes the construction of a roundabout at the Ekwil Street and Pine Avenue intersection. Fowler Road constructs an extension to the existing South Street from Kellogg Avenue to Technology Drive and renames South Street to Fowler Road. The Hollister Avenue Bridge Replacement constructs a new longer and wider bridge to accommodate the realignment of Hollister Avenue necessary for the approach to the roundabout that will be constructed as part of the Ekwil-Fowler Project. Responsible for contract management and client relations, resident engineering services, inspection oversight, and communication between Contractor and County, as well as contract change orders, field change directives, and progress payment review and approval.



Justyn Webster, PE, QSD

Resident Engineer/Structures Representative

Relevant Project Experience Continued

Goleta Pavement Rehabilitation, Goleta, CA

Resident Engineer. The 2023 Pavement Rehabilitation Project is part of the City's Pavement Management Program (PMP) which is used to effectively maintain the City's entire roadway network. This project represents a total of eight different project sites throughout the City. The improvements include pavement rehabilitation, roadway reconstruction, grinding and paving existing roadways, resurfacing roadways, reconstructing access ramps, installing truncated domes, other ADA improvements, and roadway striping. Responsible for constructability review, project management, resident engineering services, and public outreach services.

Kentucky Avenue Widening, Woodland, CA

Resident Engineer. This federally funded project widened Kentucky Avenue from 2-4 lanes from East Street to College Street, reconstructed Kentucky Avenue from East Street to West Street as complete street. The project included new bicycle lanes, landscaped separated sidewalk, drainage, medians, new traffic signal at College Street and modifications to the signals at West and East Streets. Responsible for contract change orders, field change directives, responding to RFIs, communication between contractor and City, certified payroll, and progress payment review and approval.

W. Main Street Bicycle and Pedestrian Safety Improvements, Woodland, CA

Resident Engineer. The project improved the one-mile corridor of W. Main Street from West Street to County Road 98. The project included full road reconstruction, narrower travel lanes to slow traffic and accommodate on-street bike lanes, drainage improvements, traffic signal improvements at all intersections to improve street crossings and provide ADA compliant curb ramps. Responsible for contract change orders, field change directives, responding to RFIs, communication between contractor and City, certified payroll, and progress payment review and approval.

Matmor Road & E. Gum Avenue Rehabilitation, Woodland, CA

Resident Engineer. This project improves a mile-long corridor of Matmor Road from Main Street to Gibson Road, and a half-mile-long corridor of East Gum Avenue from East Street to Matmor Road. Improvements included pavement rehabilitation, restriping narrower travel lanes to slow traffic adding buffered bike lanes, constructing ADA-compliant curb ramps and sidewalk repairs, installing drainage improvements and completing traffic signal improvements. Responsible for contract change orders, field change directives, responding to RFIs, communication between contractor and City, certified payroll, and progress payment review and approval.

Sports Park Drive Overcrossing, Woodland, CA

Resident Engineer. This project includes a 1,650-foot long bicycle/pedestrian crossing over SR 113 along the alignment of Sports Park Drive to Farmers Central Road. This project, along with planned Spring Lake development, will complete a bicycle/pedestrian connection along the south side of town from CR 102 to East Street. Responsible for contract change orders, field change directives, responding to RFIs, communication between contractor and City, certified payroll, and progress payment review and approval.





Lacey Smith, PE, QSD

Resident Engineer/Structures Representative

Ms. Smith has 16 years of experience in the transportation industry, specializing in construction management of structures for highway, rail, airport, and multi-disciplinary projects. Her CM background includes bridges over waterways, compliance with regulatory and environmental permits, staged construction and traffic control, temporary structures, various utility relocations, landowner and stakeholder coordination, deep and shallow foundations, as well as asphalt paving and methacrylate deck overlay. The structures have included both conventionally reinforced and prestressed concrete, as well as precast concrete, structural steel, and timber. Ms. Smith's bridge design experience uniquely qualifies her to recognize and address any structural concerns during construction with the Designer.

Years of Experience

- Total: 16
- With UNICO: 4.5

Education

- MS Civil Engineering, University of California, Davis (2009)
- BS Structural Engineering, University of California, San Diego (2008)

Registration

- Professional Engineer - CA #C78363 (2011)
- Qualified SWPPP Developer (QSD) #C78363 (2023)

Certifications

- Caltrans Resident Engineer Academy
- UPRR Property Access Training (UP-PAT)
- BNSF Contractor Safety Orientation Training
- Adult First Aid/CPR/AED

Affiliations

- American Public Works Association

Relevant Project Experience

Bear Creek Road and Miner Road Bridge Seismic Retrofit, Orinda, CA
Resident Engineer/Structures Representative. This project includes the seismic retrofit of the existing Bear Creek Road and Miner Road Bridges featuring three-span steel stringer structures supported on steel columns and pile foundations, and also includes stream diversion, reconstructing damaged rock slope protection, removal and installation of a new waterline on Bear Creek Road Bridge, reconstructing a portion of the existing abutment backwall to accommodate the new water line installation, strengthening the column/bent cap connections, removing and replacing the existing steel cross bracing, and spot blasting, cleaning, and painting portions of the existing steel members. Responsible for project management, stakeholder coordination, structures quality assurance, issuing field directives, responding to Requests for Information, submittal review, and progress payment review and approval.

Carbondale Road Bridge Replacement and Fiddletown Road Bridge Replacement, Amador County, CA

Resident Engineer. This project replaces two existing bridges within unincorporated areas of Amador County: Carbondale Road Bridge just north of the City of Lone, and Fiddletown Road Bridge just east of historic Fiddletown. The existing bridges do not meet current load capacity, safety, and geometry standards per the American Association of State Highway and Transportation Officials (AAHSTO) and are federally funded through the Highway Bridge Program. This project includes staged construction, stream diversion, cast-in-drilled hole piling, cast-in-place structures, creek bed stabilization, and existing bridge removal. Responsible for Resident Engineer/ Structures Representative duties, including constructability review coordination and resolution, federal funding requirement compliance, labor compliance review, change order and extra work management, and environmental compliance.



Lacey Smith, PE, QSD

Resident Engineer/Structures Representative

Relevant Project Experience Continued

County Road 67 Bridge 11C-0179, Glenn County, CA

Resident Engineer. This project replaces four existing bridges within a 0.75-mile stretch over Howard Slough. The project involves demolition of the existing concrete bridges and roadway, and the construction of four new slab bridges using precast/prestressed concrete piles, featuring a two-lane multi-span continuous cast-in-place concrete slab. The bridges will have spans ranging from 40 to 500 feet and will incorporate asphalt roadway improvements, as well as reconstructing the approach roadway at four locations on County Road 67. Responsibilities include project management, stakeholder coordination, structures quality assurance, issuing field directives, responding to Requests for Information, submittal review, and progress payment review and approval.

Canyon View Drive Slide Repair, Calaveras County, CA

Resident Engineer. This project reconstructed the embankment, soldier pile wall with CIDH foundations, as well as roadway and relocated the waterline on Canyon View Drive where it intersects with Utica Drive. The wall is approximately 90-feet long and a maximum 14-feet tall exposed face. Approximately 115-feet of roadway was constructed to restore the condition to the pre-washout condition, including asphalt paving and new guardrail. Canyon View Drive remained open during construction. Responsible for constructability review, project management, resident engineering services and public outreach.

Gwin Mine Road Repairs, Calaveras County, CA

Resident Engineer. During the winter storms of 2017, Gwin Mine Road suffered damage to the roadway and embankment by washout and landslide at six locations. At a seventh location, high velocity flood waters caused erosion and siltation of 3 culverts. This project included slide debris removal, the restoration of roadway with retaining walls, and placement of rip rap for downhill slope failures, as well as culvert restoration and replacement. Responsible for constructability review, project management, resident engineering services,

Contact Change Orders, Field Change Directives, responding to Requests for Information, communication between Contractor and County, progress payment review and approval, and public outreach.

Lincoln Boulevard Phase 3, Lincoln, CA

Resident Engineer. This \$2.8M project increases pedestrian, bicycle, and Neighborhood Electric Vehicle (NEV) routes along Lincoln Boulevard by shortening pedestrian crossings at the UPRR tracks, adding ADA compliant pedestrian ramps, and bike access along First and Fifth Streets. Phase 3 also featured roadway upgrades, including mill and fill overlays and full reconstruct with a deep HMA section, as well as extensive railroad and utility coordination and replacement (water), traffic control, construction staging, and public outreach. Responsible for constructability review, project management, resident engineering services, Contact Change Orders, Field Change Directives, responding to Requests for Information, communication between Contractor and City, progress payment review and approval, and public outreach.

Joiner Parkway Pavement Rehabilitation, Phase 2, Lincoln, CA

Resident Engineer. This \$2.3M project rehabilitates the pavement along Joiner Parkway from Moore Road to just south of Third Street. Joiner Parkway is a four-lane street that functions as an arterial with adjacent residential and commercial including a gas station, fire station, community center, school and undeveloped parcels. The existing conditions of the roadway show signs of pavement degradation, base failures, weathering, other pavement distress, and non-compliant ADA curb ramps. The project includes full depth reclamation with concrete (FDR-C) with hot mix asphalt (HMA) paving; microsurfacing; lighting, push button assemblies, and loop detection modifications; and reconstruction of pedestrian access ramps to meet current ADA standards. Responsible for Contract Change Orders, Field Change Directives, responding to Request for Information, communication between contractor and City, certified payroll, progress payment review and approval.





Thomas Roberts, PE
Assistant Resident Engineer/
Assistant Structures Representative

Mr. Roberts is a Professional Engineer responsible for supporting infrastructure project delivery. His experience includes engineering services where he has delivered projects as an Assistant Resident Engineer and Field Inspector. He is proficient with constructibility review, utility coordination, and document control and well as preparing quantity sheets, analyzing pay requests, reviewing daily reports, and performing labor compliance. Additional field experience includes land surveying services.

Years of Experience

- Total: 5
- With UNICO: 5.1

Education

- BS Civil Engineering, California State University, Sacramento (2019)

Registration

- Professional Engineer - CA #C94850 (2023)

Relevant Project Experience

Project Connect: Ekwil Street-Fowler Road Extension and Hollister Avenue Bridge Replacement, Goleta, CA
Assistant Resident Engineer. Project Connect constructs a new east-west connector across Old Town Goleta. These project locations overlap each other along Hollister Avenue near the Hollister Avenue/SR 217 intersection. Hollister Avenue constructs operational improvements at the Hollister Avenue/SR 217 interchange with the installation of a double roundabout. Ekwil Street extends from Kellogg Avenue on the east side to Fairview Avenue on the west side and includes the construction of a roundabout at the Ekwil Street and Pine Avenue intersection. Fowler Road constructs an extension to the existing South Street from Kellogg Avenue to Technology Drive and renames South Street to Fowler Road. The Hollister Avenue Bridge Replacement constructs a new longer and wider bridge to accommodate the realignment of Hollister Avenue necessary for the approach to the roundabout that will be constructed as part of the Ekwil-Fowler Project. Responsible for constructibility review, utility coordination, and document control.

On-Call Construction Management Services for Storm Damage/Emergency Repair Projects, Santa Barbara County, CA
Assistant Resident Engineer. Due to intense cumulating rainfall in Winter 2022/2023, extensive stormwater runoff caused a flood/flow event that included rock falls, blocked culverts, and material mobilization that scoured out shoulders and embankments, overwhelming stormwater control features causing an immediate threat to roadway failure and public safety throughout Santa Barbara County. UNICO is providing on-call construction management and inspection services for multiple storm damaged sites, including Stagecoach Road, San Ysidro Road, Orcutt-Garey Road, Riven Rock Road, Palmer Road, and Santa Rosa Road. Work includes demolition and site clearing, equipment staging, water pollution control staging, rock slope stabilization, roadway and shoulder reconstruction, contour restoration, erosion control application, bike lane reconstruction, and replacement and installation of new storm drain pipelines. Responsible for daily inspection, coordination with materials testing, and document control.



German Neyra, EIT
*Assistant Resident Engineer/
Assistant Structures Representative*

Mr. Neyra has 28 years of industry experience working as an Assistant Resident Engineer, Assistant Structures Representative, and Senior Construction Inspector. Prior to joining UNICO, German worked for the County of Santa Barbara and has a strong understanding of local agency constraints, priorities, and responsibilities to the general public. He is also adept at working collaboratively with Contractors to troubleshoot differing site conditions, property owner conflicts, construction staging, and traffic control.

Years of Experience

- Total: 29
- With UNICO: 1

Education

- BS Civil Engineering, Ricardo Palma University (2010)

Registration

- Engineer in Training - CA #112718 (2001)

Relevant Project Experience

San Ysidro Basin Improvements, Santa Barbara, CA

Assistant Resident Engineer/Construction Inspector. The San Ysidro Basin was over topped and significantly damaged by a 2018 debris flow event and again during the Winter 2023 storms. This project constructs improvements to the basin, including increasing capacity volume, facilitating sediment recovery downstream, and improving the fish passage. The project also includes retaining wall construction, stream diversion, and embankment protection, as well as maintaining access for residents and trail users and coordinating with multiple project stakeholders. Responsible for on-site

inspection, preparation of daily reports, coordination with materials tester, verification of materials, and quantity reports, as well as responding to RFIs and assisting with the review and approval of change orders, field directives, and progress payments.

Project Connect: Ekwil Street-Fowler Road Extension and Hollister Avenue Bridge Replacement, Goleta, CA

Assistant Structures Representative. Project Connect constructs a new east-west connector across Old Town Goleta. These project locations overlap each other along Hollister Avenue near the Hollister Avenue/SR 217 intersection. Hollister Avenue constructs operational improvements at the Hollister Avenue/SR 217 interchange with the installation of a double roundabout. Ekwil Street extends from Kellogg Avenue on the east side to Fairview Avenue on the west side and includes the construction of a roundabout at the Ekwil Street and Pine Avenue intersection. Fowler Road constructs an extension to the existing South Street from Kellogg Avenue to Technology Drive and renames South Street to Fowler Road. The Hollister Avenue Bridge Replacement constructs a new longer and wider bridge to accommodate the realignment of Hollister Avenue necessary for the approach to the roundabout that will be constructed as part of the Ekwil-Fowler Project. Responsible for constructibility review, utility coordination, and document control.

East Mountain Dr. Downsizing (23STM1 1J05), Santa Barbara County, CA

Resident Engineer/Assistant Resident Engineer. This project included the downsizing of two massive boulders (+12' diameter) bottlenecking Cold Springs Creek south of the temporary Cold Springs bridge (by Cold Springs trailhead entry) as part of a rockslide and roadway washout repair. Responsible for contract change orders, field change directives, responding to RFIs, progress payment review, and approval.





Phil Decker
Construction Inspector

Mr. Decker is a construction inspection professional and military veteran with 23 years of experience in the construction trades. His military career has included construction inspection and project management of infrastructure projects at multiple domestic and international US Navy locations. Phil’s experience includes safety compliance, asphalt and soil roadway construction, and land development. He has extensive knowledge in horizontal construction, including earthwork, trenching, soil classification, asphalt properties, and paving operations. He also has journeyman qualifications in construction inspection, planning, and estimating. He displays natural leadership on a construction site that stems from his military background and extensive experience which allows him to feel comfortable discussing matters of construction progress and quality to the customer, peers, and superiors. He also holds quality in his own work to the highest standards which can be displayed in his past achievements and reporting procedures.

Years of Experience

- Total: 23
- With UNICO: 0.5

Training

- “C” School (Journeyman Planning and Estimating), US Navy, Port Hueneme (2017)
- “C” School (Journeyman Construction Inspector), US Navy, Port Hueneme (2015)

Certifications

- National Institute for Certification in Engineering Technologies (NICET) Highway Construction Inspector Level I and II (2022)

Relevant Project Experience

Project Connect: Ekwil Street-Fowler Road Extension and Hollister Avenue Bridge Replacement, Goleta, CA

Construction Inspector. Project Connect constructs a new east-west connector across Old Town Goleta. These project locations overlap each other along Hollister Avenue near the Hollister Avenue/SR 217 intersection. Hollister Avenue constructs operational improvements at the Hollister Avenue/SR 217 interchange with the installation of a double roundabout. Ekwil Street extends from Kellogg Avenue on the east side to Fairview Avenue on the west side and includes the construction of a roundabout

at the Ekwil Street and Pine Avenue intersection. Fowler Road constructs an extension to the existing South Street from Kellogg Avenue to Technology Drive and renames South Street to Fowler Road. The Hollister Avenue Bridge Replacement constructs a new longer and wider bridge to accommodate the realignment of Hollister Avenue necessary for the approach to the roundabout that will be constructed as part of the Ekwil-Fowler Project. Responsibilities include preparing quantity sheets, analyzing pay requests, reviewing daily reports, and performing labor compliance. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

US Navy, US Naval Base Ventura County, Port Hueneme, CA

Construction Project Leadership and Quality Control (2017 to 2023). Positioned as Project Supervisor and QA for Public Works and airfield runway repair projects, enhancing technical skills and methods of construction for 37 crew members through five internationally manned construction projects valued at \$1 million. Led quality control and planning/estimating efforts for a 9-month bituminous paving public works project valued at \$300,000 resulting in successful project completion. Led a 32-man construction crew in 1.5 miles of roadway and 1,360 cubic yards of concrete for multiple pads in a critical infrastructure project valued at \$870,000. Performed quality control inspection and filled the role of Construction Manager on numerous public works projects involving base and subbase compaction efforts, concrete installation, land development, asphalt and soil roadway construction, and concrete pad placements.





Josh McGee, CCM
Construction Inspector

Mr. McGee has 16 years of experience specializing in the construction and real estate fields. Prior to joining UNICO as a Construction Inspector, Josh worked in residential construction where he gained experience with bidding, planning, entitlements, permits, and final construction. He has experience with multiple construction practices, including utility relocation, roadway improvements, pavement management and overlay operations.

Years of Experience

- Total: 16
- With UNICO: 2.4

Education

- BS Business Administration, Real Estate, and Land Use, California State University, Sacramento (2006)

Registration

- Certified Construction Manager #36041 (2024)

Relevant Project Experience

Goleta Pavement Rehabilitation, Goleta, CA

Construction Inspector. The 2023 Pavement Rehabilitation Project is part of the City’s Pavement Management Program (PMP) which is used to effectively maintain the City’s entire roadway network. This project represents a total of eight different project sites throughout the City. The improvements include pavement rehabilitation, roadway reconstruction, grinding and paving existing roadways, resurfacing roadways, reconstructing access ramps, installing truncated domes, other ADA improvements, and roadway striping. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

East Joiner Parkway Widening, Lincoln, CA

Construction Inspector. The project widens East Joiner Parkway from Twelve Bridges to just South of Bridgestone Drive with improvements along Fieldstone Drive. The project includes a roundabout, box culvert with wing walls, and cement treated subgrade/ cement stabilized subgrade soils. The corridor is heavily used for drop-off and pick-up at a middle school, fire station #35, a nearby park and construction at the high school. Daily activities include inspection of traffic control, coordination with contractors and City staff, and completion of daily reports.

First Street Resurfacing, Phase 2, Lincoln, CA

Construction Inspector. This project includes pavement rehabilitation along First Street from the alley between L Street and K Street to H Street, approximately 0.47 lane miles. The existing roadway conditions are showing signs of pavement degradation, base failure, weathering, and distress. The project includes full-depth reclamation with concrete (FDR-C), underground drainage improvements, and ADA-compliant pedestrian access ramps and sidewalks. Responsible for inspection, daily reports, coordination with materials tester, verification of materials, and quantity reports.

Lincoln Boulevard, Phase 3, Lincoln, CA

Construction Inspector. This project includes new curb, gutter, sidewalk, minor street improvements and ADA compliant pedestrian ramps, upgraded pedestrian crossings of the UPRR tracks, and bike access along the side streets. Also included in the project is preparatory work such as demolition, minor clearing and grubbing, utility replacement for both water and sewer, electrical via jack and bore operations, and accommodation of pedestrians via construction and maintenance of paths and walkways. Responsible for inspection, daily reports, coordination with materials tester and utility agencies, verification of materials, and quantity reports.



BOBBY J. PENTORALI, PE

RESIDENT ENGINEER/STRUCTURES REPRESENTATIVE

Bobby has more than 18 years experience in transportation project delivery. His expertise includes major highway and local road construction, bridge construction and earth retaining systems.

He has worked directly with Caltrans, the Federal Highway Administration, the Federal Railroad Administration, state and federal environmental regulatory agencies, utility and railroad companies, and numerous state and local entities to deliver a wide array of transportation projects in the public and private sectors. His contract administration experience includes contract change order negotiation, resolution of contract disputes, cost control, estimating and schedule review.

As a Structures Representative for Caltrans, Bobby successfully led engineering teams to deliver many transportation infrastructure projects. This experience has provided him with a firm understanding of Caltrans construction practices and has exposed him to some of the more infrequent aspects of project administration including complex staging, design of traffic handling plans, value engineering change proposals, and the dispute resolution processes through arbitration.

Relevant Project Experience

VETERAN'S BOULEVARD INTERCHANGE IMPROVEMENTS

CITY OF FRESNO

Resident Engineer and Structure Representative for this \$48M project which constructs a new interchange on State Route 99 in the City of Fresno between Shaw and Herndon Avenues. The interchange includes four new bridges, widening of State Route 99, six new on and off-ramps and local roadway, pedestrian, lighting, signal and utility improvements. The new interchange required major earthwork to create drainage basins and fill for the new bridge embankments and ramps. This project also tied into three separate, ongoing projects requiring regular coordination with the City and adjacent contractors. This project was administered by the City of Fresno and overseen by Caltrans through the Local Assistance Program.

BELLE TERRACE OPERATIONAL IMPROVEMENTS PROJECT

CITY OF BAKERSFIELD

Resident Engineer and Structure Representative for this \$42 million project which connects Highway 58 to the Westside Parkway to improve east-west travel across the City. This project replaced the existing Connector Bridge between Highway 58 and State Route 99 and the Belle Terrace Bridge over Highway 99. Roughly one mile of State Route 99 was widened with concrete pavement and partially resurfaced between Ming Avenue and Highway 58 East. To accommodate the additional lanes on State Route 99, nearly a mile of soil nail walls with aesthetic cast-in-place concrete facing was constructed along State Route 99. The project also reconstructed local roads, pedestrian routes and storm drain facilities along the local streets that parallel State Route 99. Responsibilities included running weekly meetings, negotiating and finalizing contract change orders, resolving disputes, responding to RFIs, Submittals and CPM updates, issuing directives, implementing the project's source inspection quality management plan (SIQMP), coordinating materials testing firms and CM staff for quality assurance inspection/testing and verifying Contractor's quality control documentation.

EDUCATION

BS, Civil Engineering
California State University – Fresno

Masters, Business Administration (MBA)
California State University – Fresno

EXPERIENCE

Total: 18 years

NV5: 6 years

LICENSE AND CERTIFICATIONS

Registered Professional Engineer, CA #C72465 Expires 2/2026

Temporary Pedestrian Access Routes Training Certificate

MURPHYS CREEK BRIDGE**CITY OF MURPHYS**

As Assistant Resident Engineer, Bobby managed the construction of this new precast bridge over Angels Creek in Murphys. The structure was founded on driven piles with seat-type abutments and a precast slab superstructure. Bobby performed all source inspection of the precast elements at the ConFab Precasting Plant. These precast girders were particularly challenging geometrically due to the skew of the bridge and the low-profile of the roadway, Bobby partnered with the contractor and precast plant to overcome these challenges and deliver the project. He also developed all survey grades for the structure and was responsible for compiling all project files. Despite challenging environmental permit conditions and the remote location of the project, the structure was delivered on time and within budget.

SR-99 WEST MERCED INTERCHANGE BRIDGE**CALTRANS DISTRICT 10**

Structure Representative for this \$40 million project which widened State Route 99 and replaced the existing West Merced Overhead bridge along SR-99 with a new structure over active Union Pacific Railroad lines and local streets. Two bridges were also seismically retrofitted over Bear Creek. Maintaining continuous and safe operation of this busy freeway during construction was a key component of this project. To achieve this and reduce project costs, Bobby utilized the value engineering change proposal process to employ a unique temporary earth-retaining solution to improve traffic safety. Bobby's proactive approach to resolving contract disputes and design and construction issues was recognized by Caltrans with a Partnering-In-Motion Award.

ON-CALL ROADWAY CONSTRUCTION INSPECTION SERVICES – CERES SOUNDWALL AND NB99 WIDENING PROJECT (10-OL8704)**CALTRANS DISTRICT 10**

Assistant Resident Engineer for the widening of Northbound 99 with a Jointed Plain Concrete Pavement Auxiliary Lane north of Hatch Road. Installation of a new masonry soundwall founded on Cast-In-Drilled Hole piles. Relocation of electrical improvements and new highway lighting. Miscellaneous signage, striping and storm drain improvements. Improvements to adjacent local roads and sidewalks. Responsible for overseeing daily construction activities to ensure quality, safety and contract compliance. Compiled and submitted monthly pay estimates. Negotiated and drafted contract change orders. Reviewed regular schedule updates. Coordinated with affected stakeholders and third parties to avoid delays. Inspected traffic control systems and coordinated CHP assistance during night work.

ON-CALL ROADWAY CONSTRUCTION INSPECTION SERVICES - NB99 WIDENING PROJECT**CALTRANS DISTRICT 10**

Assistant Resident Engineer for the widening of Northbound 99 with a Jointed Plain Concrete Pavement Auxiliary Lane north of Hatch Road. Installation of a new masonry soundwall founded on Cast-In-Drilled Hole piles. Relocation of electrical improvements and new highway lighting. Miscellaneous signage, striping and storm drain improvements. Improvements to adjacent local roads and sidewalks. Responsible for overseeing daily construction activities to ensure quality, safety and contract compliance. Compiled and submitted monthly pay estimates. Negotiated and drafted contract change orders. Reviewed regular schedule updates. Coordinated with affected stakeholders and third parties to avoid delays. Inspected traffic control systems and coordinated CHP assistance during night work.

HIGH SPEED RAIL - CONSTRUCTION PACKAGE 2 & 3**CALIFORNIA HIGH SPEED RAIL AUTHORITY**

ISE Segment Manager for the \$1.5 billion Design/Build California High Speed Rail (CAHSR) Construction Package 2-3. Project will construct 65 miles of high-speed rail infrastructure from Fresno south to Bakersfield, including 31 roadway bridges, 20 high-speed rail bridges and a bridge across the Fresno river. The high-speed rail system will be grade separated from all roadways and railways. The project involves various construction elements like CIDH piling, prestressed precast piles, cast-in-place box girder, precast I-girder, concrete tied arch, precast box girder and mechanically stabilized earth walls. CP 2-3 will also include approximately 36 grade separations in the counties of Fresno, Tulare and Kings, including viaducts, underpasses and overpasses, along with creating waterway and wildlife crossings. ISE services include providing oversight during construction to perform review, assessment, and evaluation to certify to the Authority that construction is in compliance with the Technical Contract Requirements and final design. Responsibilities include submittal review and field inspection of all roadway and structures work, as well as preparation of daily diaries and monthly progress estimates.

KRISTOPHER RABER, PE, QSD

RESIDENT ENGINEER/PROJECT MANAGER

Kris Raber has more than 19 years' experience working as an engineer on private development and public works projects. During his 8-year tenure at Kern County Public Works Department, he worked both as a design engineer and construction Resident Engineer on various county projects. He successfully completed more than 25 projects, from small road and concrete projects to larger roadway jobs in excess of \$5 million. He was the Resident Engineer for the Hageman and Allen Project, one of the largest construction projects undertaken by Kern County. The project was completed on time and within budget.

He has served as a Resident Engineer on a variety of transportation projects and is experienced in all aspects of the role from running project meetings to resolving disputes, reviewing RFI's, submittals and contract change orders. Kris is experienced in the preparation of budgets and cost estimates, coordinating with multiple government agencies at the local, state and Federal level as well as other public and private project stakeholders, providing oversight of utility relocation and coordination.

Relevant Project Experience

OLANCHO/CARTAGO FOUR-LANE PROJECT

CALTRANS DISTRICT 9

Resident Engineer for the \$83M project which converts approximately 12.6 miles of Highway 395 from a two lane conventional highway to a four lane expressway. The northbound and southbound lanes will be separated by a 100-foot unpaved median. It also includes features such as new 10-foot shoulders, new at-grade intersections, two new structures over the Los Angeles Aqueduct, and a new non-motorized multi-use undercrossing. Responsible for running all construction inspection staff, making all payments and ensuring that the project complies with plans and specifications. Also responsible for all coordination with the contractor and represent the State as the owner of the project.

CALTRANS DISTRICT 9 – A&E ON-CALL CONSTRUCTION INSPECTION SERVICES (09A0788)

CALTRANS DISTRICT 9

Resident Engineer for the \$5.5M SR190 Towne's Pass Emergency Project which repaired the roadway and re-established access to Death Valley from Owens Valley after rainfall caused flash floods to wash away pavement. Responsible for running all construction inspection staff, making all payments and ensuring that the project complies with plans and specifications. Also responsible for all coordination with the contractor and represent the State as the owner of the project.

EDUCATION

BS Civil Engineering – Washington State University

EXPERIENCE

19 years

REGISTRATIONS

Registered Civil Engineer (PE) – CA, License #C76005, Expires 6/2026

Qualified SWPPP Practitioner

CALTRANS DISTRICT 6 KERN – ON-CALL A&E CONSTRUCTION INSPECTION AND CONSTRUCTION ENGINEERING SERVICES (06A2270/06A2596)

CALTRANS DISTRICT 6 | KERN COUNTY

Assistant Resident Engineer for the I-5 Grapevine Road Culvert Repair and Replacement near Lebec (06-0W1604) that exposed, repaired, and replaced approximately 35 feet of existing double box culvert that failed due to damage from various landslides. The project involved bypassing water flow from live canal's downstream of construction. Responsibilities included completing daily diaries and lead inspection of earthwork, structural excavation and backfill, water diversion, rebar installation, and assisted with inspection for structure related work that included falsework and construction of a double box culvert.

Resident Engineer for various small projects in District 6 Kern including \$2M Bridge Rehab Project (06-0X1804); \$1.5M SR119/SR43 Improvements (06-1B0004) that involved 25 miles of chip seal; and other small emergency and general maintenance projects which replaced Joint Seals and placed Methacrylate and Polyester Concrete patches. Responsible for running all construction inspection staff, making all payments and ensuring that the project complies with plans and specifications. Also responsible for all coordination with the contractor and represent the State as the owner of the project.

Resident Engineer for 06-0T20U4 in District 6 Kern. This project is \$60 Million CRCP Reconstruction of SR 99 and lowering of SR 99 at I-5 Overcrossing. The project replaced CRCP Lane 2, 3 and shoulder from PM 0 to PM 11.2 on northbound SR 99. Lane 1 had approximately 1,000 Individual JPCP Slab Replacements. I handled all of the Resident Engineer work on the project including change orders, Lane Closure Submittals, handling all paperwork and decisions for the project. As an RE I also received a partnering in motion award for the project.

STOCKDALE HWY/ENOS LANE ROUNDABOUT

CITY OF BAKERSFIELD, KERN COUNTY, CA

This \$6.7 million project replaced a four-way stop intersection along State Route 43 with a roundabout. The project was administered by the City of Bakersfield in State Right-of-Way which required Caltrans Oversight. The project included both concrete and asphalt paving, relocation of storm drain utilities, construction of a drainage basin, cast-in-place retaining walls, lighting, landscaping and architectural treatments. The roads remained open during the project which required four traffic stages and daily oversight of traffic handling controls. NV5 coordinated closely with PG&E, AT&T, Level 3 Fiber Optic and adjacent farmers to resolve conflicts during construction. Responsibilities included running all construction inspection staff, making all payments and ensuring that the project complied with plans and specifications. Also was responsible for all coordination with the contractor and represented the City as the owner of the project.

TRIP – BELLE TERRACE OPERATIONAL IMPROVEMENTS

CITY OF BAKERSFIELD, KERN COUNTY, CA

Assistant Resident Engineer for this \$42 million project connects Highway 58 to the Westside Parkway to improve east-west travel across the City. This project replaced the existing Belle Terrace Bridge over Highway 99 and the Highway 58/ State Route 99 Connector Bridge. State Route 99 was widened in the northbound direction between Ming Avenue and Highway 58 East. The project also reconstructed local roads, pedestrian routes and storm drain facilities along the local streets that parallel State Route 99. The project improves traffic flow and safety along the corridor. Responsible for ensuring all roadway, drainage portions of the contract complied with plans and specifications.

TRIP - BELTWAY OPERATIONAL IMPROVEMENTS

BAKERSFIELD, CA

Senior Field Engineer for the \$81 million Beltway Operational Improvements project to improve safety and traffic operations along the State Route 58 corridor east of State Route 99 to Cottonwood Road, and at the State Route 99/Ming Avenue interchange. The project involves operational improvements to interchange ramps and construction of auxiliary lanes, retaining walls, and sound walls, which was staged in four (4) primary stages with numerous sub-stages of construction. While working immediately adjacent to local residents and live traffic on SR58 and SR99, project included the construction of a new post-tensioned 3-lane box-girder connector bridge, five (5) mainline SR58 bridge widening's, over four (4) miles of sound wall and over three (3) miles of retaining walls of various types including spread footing, soldier pile, soldier pile/ground anchor combination and 72-inch tangent pile. Responsible for supervising construction inspectors, ensuring staff is fully equipped and versed in the City of Bakersfield's expectations and requirements, and ensuring the provision of the highest quality of services.

KOLTON WALKER

Assistant Resident Engineer

Kolton Walker brings four years of experience on transportation improvement projects in the Central Valley working as an Assistant Resident Engineer and Rodway Construction Inspector. He is a licensed engineer-in-training (EIT), working toward obtaining his PE. He has worked on the construction of major expressway, interchange, bridge, and highway projects constructed to Caltrans Standards. He has a good working knowledge of Caltrans Specifications, Plans, and Construction Manual. He has been responsible for review and approval of submittals; reviews and responses to RFIs; preparation of contract change orders; processing monthly progress pay estimates; and performing quality assurance inspection. Kolton is capable of assisting Caltrans' resident engineers with both field and office construction engineering work.

Project Experience

MANNING AVENUE PHASE 3 PAVEMENT REHABILITATION

CITY OF REEDLEY | REEDLEY, CA

Assistant Resident Engineer for the \$3.1 million sewer line replacement and roadway rehabilitation project. The project includes the rehabilitation of approximately 2,700 linear feet of roadway on Manning Avenue utilizing numerous different methods, including full depth section removal and replacement, 6-inch isolated dig-out areas, and variable depth grind followed by pavement fabric placement and an HMA overlay. Responsibilities include labor compliance reviews, responding to RFIs, reviewing submittals, coordinating quality assurance testing, drafting change orders, verifying extra work bills, performing quantity takeoffs, producing progress pay estimates, and part-time field inspection.

CROSSWALK IMPROVEMENTS AT VARIOUS UNCONTROLLED INTERSECTIONS IN KERN COUNTY

KERN COUNTY

Assistant Resident Engineer for this \$3.3 crosswalk and ADA facilities improvements project. The project includes 79 separate uncontrolled intersections within Kern County and consists of the reconstruction of over 200 ADA curb ramps and associated concrete sidewalks, cross drains, curb and gutter, drive approaches, HMA tie-ins, HMA grind and overlays, thermoplastic pavement markings, and solar streetlights. Responsible for quality assurance testing coordination, reviewing and logging test reports, reviewing quantity calculation sheets, drafting progress pay estimates, reviewing material submittals, verifying extra work bills, and monitoring labor compliance.

REEDLEY ALLEY PAVING PROJECTS

CITY OF REEDLEY | REEDLEY, CA

Assistant Resident Engineer and Inspector for the \$850,000 project for the City of Reedley. The project includes the reconstruction and HMA surfacing of nine separate alleyways throughout the City. Improvements also include ADA compliant driveways and concrete valley gutters. Responsible for review and approval of submittals, review and responding to RFIs, drafting contract change orders, tracking and completing quantity sheets, and daily field inspections.

EDUCATION

BS, Civil Engineering, California State University, Fresno,

EXPERIENCE

NV5: 5 years

TOTAL: 5 years

REGISTRATIONS

Engineer in Training (CA) #179599

CAMPUS PARKWAY SEGMENT 3[COUNTY OF MERCED](#) | [MERCED, CA](#)

Assistant Resident Engineer/ Roadway Construction Inspector for the \$45 million third phase of the Campus Parkway corridor. This segment included approximately 2.5 miles of new four-lane expressway including a total of 5 bridges, a signalized intersection, and two roundabouts. The project also included full removal and reconstruction of 2.5-miles of a two-lane County road. Assistant Resident Engineer responsibilities include review and approval of submittal, reviewing and responding to RFI's, drafting contract change orders, and quantity sheet development. Construction Inspection responsibilities include part-time quality insurance inspection of roadway items including minor concrete placement, CAS layout & installation, and quality assurance of various items.

OAKHURST MIDTOWN CONNECTOR[COUNTY OF MADERA](#) | [OAKHURST, CA](#)

Assistant Resident Engineer/ Roadway Construction Inspector for the improvement project along SR 41. Project involves construction of the Midtown Connector, new bridge over the Fresno River, new intersection between SR 41 and the Midtown Connector, installation of reinforced concrete pipe and realignment of tributaries, and improvements to existing intersections. Construction Inspection responsibilities include part-time quality insurance inspection of roadway items including import borrow and roadway excavation, RCP installation, and HMA paving. Assistant Resident Engineer responsibilities include review and approval of submittals, writing contract change orders, and processing monthly pay estimates.

DENNIS SWEENEY

Structure Inspector

Dennis has 13 years of experience in construction management for public and private projects. His experience includes construction inspection for paving, grading, concrete, wet utility installation and testing and street lighting. He is experienced in various aspects of construction project management, including estimating and cost analysis, change order and claims management, submittal review, review extra work bills, review and approval of billing quantities and constructability plan review.

Project Experience

CALIFORNIA HIGH SPEED RAIL, CONSTRUCTION PACKAGE 4

CALIFORNIA HIGH SPEED RAIL AUTHORITY

Construction Inspector for this project. Construction of a 23-mile stretch bounded by a point approximately one mile north of the Tulare/Kern County Line at the terminus of Construction Package 2-3 and Poplar Avenue to the south. CP4 will include construction of at-grade, retained fill and aerial sections of the high-speed rail alignment, the relocation of four miles of existing BNSF tracks, construction of waterway and wildlife crossings, roadway reconstructions, roadway relocations, and roadway closures. Responsibilities include oversight of all aspects of construction, preparation of progress payments, change orders, claims, job cost to complete projections.

CALTRANS ON-CALL CONSTRUCTION INSPECTION SERVICES

CALTRANS DISTRICT 10

Construction Inspector for various projects in Calaveras and Amador Counties. He was responsible for checking survey grades, taking elevations for the sub-base and aggregate base, hot mix asphalt, inspecting hot mix asphalt for quality assurance requirements; and monitoring quantities for hot mix asphalt; checking drainage inlets elevations, placement, and compaction requirements. Also responsible for quality assurance inspections on the all phases of the project, including roadway excavation, hot mix asphalt, drainage, traffic control, striping, and SWPPP to achieve compliance with the project plans and specifications. Prepare daily reports; measure and keep track of item quantities, labor, equipment, and any extra work quantities. Attend bi-weekly safety meetings. Perform various sampling and other tests required per the project's standard specifications and special provisions.

SACRAMENTO COUNTY CONSTRUCTION AND INSPECTION DIVISION

County Representative for construction inspection for various public and private heavy civil construction projects. Responsibilities included inspection of all aspects of infrastructure improvements including but not limited to grading, concrete, paving, wet utility installation and testing and street lighting; issue field instructions; confirmation of extra and change order work; approval of billing quantities; represented agency in negotiations with project owners and contractors; coordination with agency engineering staff; provided constructability plan review; and review of submittals.

EDUCATION

B.S. Construction Management,
University of California, Davis

EXPERIENCE

NV5: 7 years

TOTAL: 13 years

CERTIFICATIONS

Current BNSF badge holder

FERRERIA CONSTRUCTION

Project Manager and Senior Estimator on a variety of construction projects, primarily related to wet and dry utility construction. His duties included overseeing the daily operations for construction projects, estimating, managing subcontractors, analyzing costs and budget for project completion, review/manage change orders, submittals and claims, and supervising project engineers and field personnel.

GEORGE REED CONSTRUCTION

Project Manager, Construction Inspector and Estimator on a variety of construction projects, including both public and private construction projects. Projects included mass grading, concrete and paving. His duties included earth work production analysis, overseeing the daily operations for construction projects, estimating, managing subcontractors, analyzing costs and budget for project completion, review/manage change orders, submittals and claims, and supervising project engineers and field personnel. In his inspection role, he provided construction inspection support for a local agency under contract from George Reed – these projects were administered using Caltrans specifications.

LUND CONSTRUCTION

Project Manager and Senior Estimator on a variety of construction projects, related to public and private grading and wet utility underground construction. His duties included overseeing the daily operations for construction projects, estimating, managing subcontractors, analyzing costs and budget for project completion, review/manage change orders, submittals and claims, and supervising project engineers and field personnel.

HARMAN GILL

CONSTRUCTION OFFICE ENGINEER/CONSTRUCTION INSPECTOR

Harman worked as a Field Technician providing services for highway improvement projects constructed to Caltrans standards. He started working at Caltrans as a volunteer to learn and earn his Certifications. He later was selected to perform services thru the District 6 Kern On-Call Construction Management Contract. Harman is familiar with Caltrans' construction practices and the agency's Standard Plans and Specifications. He has worked successfully in a team environment and coordinated work with fellow team members, inspectors, contractors and subcontractors.

Project Experience

VETERANS BOULEVARD INTERCHANGE PROJECT

Fresno, CA

Construction Inspector for this project, which includes a six-lane arterial roadway in northwest Fresno, a freeway interchange at SR-99; grade separations over the Union Pacific Railroad, High-Speed Rail line and Golden State Boulevard and; a multi-purpose trail and adaptive intelligent transportation system technology to synchronize traffic operations in real-time. This Interchange phase includes: the Veterans Boulevard/State Route 99 interchange; the northerly jug handle ("J2" as identified subsequently); Veterans Boulevard overcrossing of Golden State Boulevard, and; completing Veterans Boulevard between Wathen Avenue and Riverside/Bullard Avenue, and the Veterans Boulevard/Bryan Avenue/Barstow Avenue intersection; and the extension of Sierra Avenue to Bullard Avenue.

24TH STREET IMPROVEMENTS PROJECT

BAKERSFIELD, CA

Office Engineer and Construction Inspector for this \$3 million project that adds a lane in each direction from State Route 99 to east of M Street, improves the 24th Street/Oak Street intersection, modifies the "S" curve, installs a new 48-inch storm drain along the corridor, and constructs a new median and adds landscaping within the residential section of the corridor. Responsibilities include documenting the contractor's progress, recording items, quantities, and break-down of man hours with detailed explanations.

BELTWAY OPERATIONAL IMPROVEMENT PROJECT

BAKERSFIELD, CA

Office Engineer and Construction Inspector for this \$81 million project that improves the safety and traffic operations along the State Route 58 corridor. The project involves operational improvements to interchange ramps and construction of auxiliary lanes, retaining walls, and sound walls. Responsible for documenting the contractor's progress, recording items, quantities, break-down of man hours with detailed explanations, reviewing false work, surveying bridge construction, inspection.

EXPERIENCE

5 years

CERTIFICATIONS

Caltrans Certifications - 105, 106, 125AGG, 125 BIT, 125GEN, 125PCC, 201, 202, 216, 217, 226, 229, 231, 308, 309, T-011, T-027, T-176, T-209

APNGA Portable Nuclear Gauge Safety

U.S. D.O.T. Hazmat Certification

I-5/SR 46 – CALTRANS DISTRICT 6 (KERN COUNTY)**BAKERSFIELD, CA**

Inspector/Materials Tester for this \$50 million project that covered 20 miles of highway and consisted of CRCP lane replacement. Performed lab work and calculations pertaining to roadway construction such as: gradation, cleanness value, durability index, sand equivalent, specific gravity, and compaction testing. Utilized portable nuclear gauges to perform field tests for the determination of in-place wet density and moisture content at multiple job sites.

I-5/SR 119 – CALTRANS DISTRICT 6 (KERN COUNTY)**BAKERSFIELD, CA**

Inspector/Materials Tester for this \$6 million project which involved the construction of truck climbing lanes and widening of shoulders covering 3 miles. Performed lab work and calculations pertaining to roadway construction such as: gradation, cleanness value, durability index, sand equivalent, specific gravity, and compaction testing. Utilized portable nuclear gauges to perform field tests for the determination of in-place wet density and moisture content at multiple job sites.

Attachments



8 ATTACHMENT A – COUNTY STANDARD AGREEMENT

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

UNICO Engineering, Inc. _____ acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent CONTRACTORS."

Signature:  _____
Cesar Montes de Oca, President

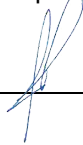
8 ATTACHMENT A – COUNTY STANDARD AGREEMENT

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

NV5 acknowledges acceptance of the terms of the Standard Agreement, “Agreement for Services of Independent CONTRACTORS.”

Signature: _____



9 ATTACHMENT B – CONTRACTOR INFORMATION SHEET

Contractor Information Sheet

Name of Proposer UNICO Engineering, Inc.

Business P.O. Box

City, State, Zip

Business Street Address 6464 Hollister Avenue - Suite 3
(Include even if P.O. Box is used)

City, State, Zip Goleta, CA 93117

Telephone No. 916.900.6623 **Fax No.** 916.560.5609

Contractor License No. N/A **License Classification** N/A

Public Works Contractor Registration No. 1000020978

Business Type (Check One) **Corporation:** ☒ **Partnership:** ☐ **Sole Proprietorship:** ☐

Contact Person Name Cesar Montes de Oca, PE | President

Contact Person Phone No. 530.903.9023

Contact Person Email cesar@unicoengineering.com

Employer's Tax Identification Number 46-4570867

9 ATTACHMENT B – CONTRACTOR INFORMATION SHEET

Contractor Information Sheet

Name of Proposer NV5, Inc.

Business P.O. Box NA

City, State, Zip NA

Business Street Address 2109 W. Bullard Avenue, Ste 145
(Include even if P.O. Box is used)

City, State, Zip Fresno, CA 93711

Telephone No. 559.661.5220 **Fax No.** _____

Contractor License No. _____ **License Classification** _____

Public Works Contractor Registration No. 1000007705

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

Contact Person Name Lori Goodwin

Contact Person Phone No. 559.916.6849

Contact Person Email lori.goodwin@nv5.com

Employer’s Tax Identification Number 94-2706173

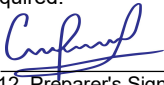
Exhibit 10-O1 Contractor Proposal DBE Commitment

January 2019

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

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

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Construction Management and Inspection Services	41342	UNICO Engineering 6464 Hollister Avenue - Suite 3 Goleta, CA 93117 P: 530.903.9023	>13%
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	>13 %
17. Local Agency Contract Number: <u>IDIQ05</u>			
18. Federal-Aid Project Number: <u>TBD</u>		<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <div style="display: flex; justify-content: space-between;"> <div> <p></p> <p>12. Preparer's Signature</p> <p>Cesar Montes de Oca</p> <p>14. Preparer's Name</p> <p>President</p> <p>16. Preparer's Title</p> </div> <div> <p>July 5, 2024</p> <p>13. Date</p> <p>530.903.9023</p> <p>15. Phone</p> </div> </div>	
19. Proposed Contract Execution Date: <u> </u>			
20. Contractor's Ranking after Evaluation: <u> </u>			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			
21. Local Agency Representative's <u> </u>	22. Date <u> </u>		
23. Local Agency Representative's Name <u> </u>	24. Phone <u> </u>		
25. Local Agency Representative's Title <u> </u>			

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

ADA Notice:

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6464 HOLLISTER AVENUE - SUITE 3
GOLETA, CA 93117

916.900.6623

WWW.UNICOENGINEERING.COM

DBE | SBE | MBE CERTIFIED

