

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 **Tetra Tech, Inc.** with an address at **711 Tank Farm Rd Ste. 110, San Luis Obispo, CA 93401** (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and County agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Benjamin Schmidt at phone number **805-568-3337** is the representative of County and will administer this Agreement for and on behalf of County. **Dan Helt** at phone number **805-542-8626** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated County representative may also be referred to herein as the "Contract Administrator."

2. NOTICES

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

To County: **Benjamin Schmidt, Public Works, 123 E. Anapamu St., Santa Barbara, CA, 93101, 805-568-3337, bschmidt@countyofsb.org**

To CONTRACTOR: **Dan Helt, Tetra Tech, Inc., 711 Tank Farm Rd Ste. 110, San Luis Obispo, CA 93401, 805-542-8626, dan.helt@tetrattech.com**

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

3. SCOPE OF SERVICES

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

4. PERFORMANCE PERIOD

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

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

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

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION MANDATORY DISCLOSURE

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

9. TAXES

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

10. CONFLICT OF INTEREST

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

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

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

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

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

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

F. Federal Assurances:

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

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

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- 2) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 3) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

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

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

any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

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

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

33. HANDLING OF PROPRIETARY INFORMATION

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

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

34. IMMATERIAL AMENDMENTS

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

35. NEWS RELEASES/INTERVIEWS

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

36. FEDERAL AND STATE PREVAILING WAGE RATES

As applicable:

- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. No CONTRACTOR or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- E. Payroll Records
 1. As Each CONTRACTOR and Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - i. The information contained in the payroll record is true and correct.
 - ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
 - i. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
 - ii. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.
 - iii. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.

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

fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

6. If COUNTY determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

H. Hours of Labor

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

I. Employment of Apprentices

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

37. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

38. SUBCONTRACTING

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

no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by County's designated representative, except that, which is expressly identified in the approved Cost Proposal.

- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by County.
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- E. Any substitution of subcontractor(s) must be approved in writing by County's designated representative prior to the start of work by the subcontractor(s).
- F. Prompt Progress Payment

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

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

- G. Prompt Payment of Withheld Funds to Subcontractors

No retainage will be held by the County from progress payments due to CONTRACTOR. CONTRACTORS and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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

39. SUBCONTRACTORS

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

40. EQUIPMENT PURCHASES

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

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

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

- C. All subcontracts shall contain the above provisions.

41. AUDIT REVIEW PROCEDURES

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

guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide and other applicable procedures and guidelines is received and approved by IOAI.

Accepted rates will be as follows:

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

42. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

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

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

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

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

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

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

45. PROCUREMENT OF RECOVERED MATERIALS

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

46. SUSPENSION FOR CONVENIENCE

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

47. DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS

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

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

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

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

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

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

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

B. The goal for DBE participation for this AGREEMENT is 0%. Participation by DBE CONTRACTOR or subcontractors shall be in accordance with information contained in Exhibit 10-02: CONTRACTOR Contract DBE Commitment attached hereto and incorporated as part of the AGREEMENT. If a DBE subcontractor is unable to perform, CONTRACTOR must make a good faith effort to replace him/her with another DBE subcontractor, if the goal is not otherwise met.

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

D. Contract Assurance

Under 49 CFR 26.13(b):

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

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

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

E. Termination and Substitution of DBE Subcontractors

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

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

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

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

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

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

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

F. Commitment and Utilization

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

The CONTRACTOR shall:

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

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

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

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

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

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

48. FUNDING REQUIREMENTS

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

49. SAFETY

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

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

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

50. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

51. PROMPT PAYMENT FROM THE COUNTY TO CONTRACTOR

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

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

52. TITLE VI ASSURANCES

APPENDICES of the TITLE VI ASSURANCES

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

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

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

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

53. INDEFINITE DELIVERY, INDEFINITE QUANTITY

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

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

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

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

APPENDIX A

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

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

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

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

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

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

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

(HABENDUM CLAUSE)

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

APPENDIX C

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

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

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

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

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

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

APPENDIX D

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

CONTRACTOR SIGNATURE PAGE

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

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

CONTRACTOR:

Dan Helt

Tetra Tech, Inc.

711 Tank Farm Rd Ste. 110

San Luis Obispo, CA 93401

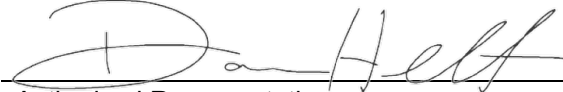
551555

Business Type: Corporation

Dan.helt@tetrattech.com

805-542-8626

By:



Authorized Representative

Date:

02/06/2023

COUNTY SIGNATURE PAGE

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

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Das Williams

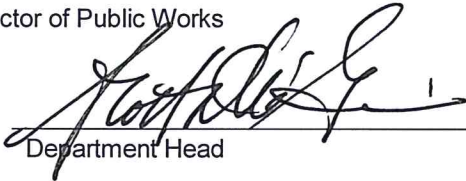
By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Scott D. McGolpin
Director of Public Works

By:  _____
Department Head

Date: 3/22/23

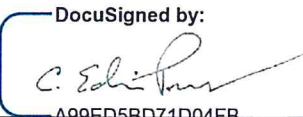
APPROVED AS TO FORM:

Greg Milligan
Risk Manager

By:  _____
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APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
A99ED5BD71D04FB...
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

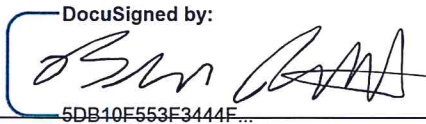
By:  _____
5DB10F553F3444F...
Deputy County Counsel

Exhibit A – Statement of Work

Dan Helt 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 RFP and proposal dated **October 26, 2022** and will occur pursuant to executed Task Orders.

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

The Contractor assigned maintenance Division is: **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.

Dan Helt
2/16/2023

Exhibit A – Statement of Work

SCOPE OF WORK AND PROJECT DELIVERABLES

1.1 DESCRIPTION OF WORK

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

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

WORK STATEMENT

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

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

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

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

1.2 TASKS AND DELIVERABLES

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

1. Contract Management

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

2. Task Order Management

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

Exhibit A – Statement of Work

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

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

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

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

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

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

Exhibit A – Statement of Work

1.3 STANDARDS

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

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

1.4 PERSONNEL REQUIREMENTS

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

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

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

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

Exhibit A – Statement of Work

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

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

- Job Classification: Licensed Land Surveyor. As required, shall be registered & licensed in the State of California, in good standing with the California State Board for Professional Engineers, Land Surveyors, and Geologists. The LS shall also have a documented minimum of 5 (five) years of surveying experience.

- Job Classification: Field Surveyor Crews and other project personnel not identified on the Contractor's cost proposal, including, but not limited to, administrative office staff, shall also satisfy appropriate minimum qualifications identified herein or in each Task Order.

1.5 GENERAL REQUIREMENTS & TOOLS/MATERIALS

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

Exhibit A – Statement of Work

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

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

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

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

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

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

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

Exhibit B – Payment Arrangements Specified Rates of Compensation

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

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

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

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

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

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

All subcontracts shall contain the above provisions.

**COUNTY OF SANTA BARBARA PUBLIC WORKS TRANSPORTATION;
SURVEYOR SERVICES**

Cost Proposal

COST PROPOSAL

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

Note: Mark-ups are Not Allowed

Consultant Tetra Tech XPrime Consultant Subconsultant

Project No. Various Contract No. _____ Participation Amount % _____ Date 10/26/2022

For Combined Rate	Fringe Benefit 137.79% + General &Administrative 22.95%	=	Combined ICR: 160.74%
OR			
For Home Office Rate	Fringe Benefit % + General &Administrative %	=	Home Office ICR%
For Field Office Rate	Fringe Benefit % + General &Administrative %	=	Field Office ICR%
		Fee	= 10%

**COUNTY OF SANTA BARBARA PUBLIC WORKS TRANSPORTATION;
SURVEYOR SERVICES**

Cost Proposal

BILLING INFORMATION

CALCULATION INFORMATION

Name/Job Title/Classification ¹	Hourly Billing Rates ²			Effective Date of Hourly		Rate	Actual or Avg. % or \$ Hourly Rate ⁴	Inc	Hourly Range - or Classifications On
	Straight ³	OT(1.5x)	OT(2x)	From	To				
CONTRACT MANAGER	\$235	\$N/A	\$N/A	01/01/2023	12/31/2023		\$0.00		Not Applicable
	\$240	\$N/A	\$N/A	01/01/2024	12/31/2024		\$0.00		
	\$245	\$N/A	\$N/A	01/01/2025	12/31/2025		\$0.00		
	\$250	\$N/A	\$N/A	01/01/2026	12/31/2026				
	\$255	\$N/A	\$ N/A	01/01/2027	12/31/2027				
LICENSED LAND SURVEYOR (PLS)	\$195	\$N/A	\$N/A	01/01/2023	12/31/2023		\$0.00		Not Applicable
	\$200	\$N/A	\$N/A	01/01/2024	12/31/2024		\$0.00		
	\$205	\$N/A	\$N/A	01/01/2025	12/31/2025		\$0.00		
	\$210	\$N/A	\$N/A	01/01/2026	12/31/2026				
	\$215	\$N/A	\$ N/A	01/01/2027	12/31/2027				
CHIEF OF PARTY	\$139	\$163	\$186	01/01/2023	12/31/2023		\$0.00		Not Applicable
	\$143	\$167	\$192	01/01/2024	12/31/2024		\$0.00		
	\$147	\$172	\$197	01/01/2025	12/31/2025		\$0.00		
	\$152	\$178	\$203	01/01/2026	12/31/2026				
	\$156	\$183	\$209	01/01/2027	12/31/2027				
INSTRUMENTMAN	\$118	\$138	\$158	01/01/2023	12/31/2023		\$0.00		
	\$122	\$142	\$163	01/01/2024	12/31/2024		\$0.00	0.0%	
	\$125	\$146	\$168	01/01/2025	12/31/2025		\$0.00	0.0%	
	\$129	\$151	\$173	01/01/2026	12/31/2026				
	\$133	\$155	\$178	01/01/2027	12/31/2027				
CHAINMAN/RODMAN	\$107	\$125	\$143	01/01/2023	12/31/2023		\$0.00		
	\$110	\$129	\$147	01/01/2024	12/31/2024		\$0.00	0.0%	
	\$114	\$133	\$152	01/01/2025	12/31/2025		\$0.00	0.0%	
	\$117	\$137	\$156	01/01/2026	12/31/2026				
	\$120	\$141	\$161	01/01/2027	12/31/2027				

NOTES:

1. All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended.
3. Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates should be based on the consultant's annual accounting period, 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.

**COUNTY OF SANTA BARBARA PUBLIC WORKS TRANSPORTATION;
SURVEYOR SERVICES**

Cost Proposal

COST PROPOSAL

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

Consultant Tetra Tech XPrime Consultant Subconsultant

Project No. Various Contract No. _____ Date 10/26/2022

SCHEDULE OF OTHER DIRECT COST ITEMS (Add additional pages as necessary)				
Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	1	mile	\$0.58	\$0.58
Equipment Rental and Supplies	1	day	\$300	\$300
Permit Fees			\$	\$
Plan Sheets			\$	\$
Test			\$	\$
Vehicle			\$	\$
Subconsultant 1:				\$
Subconsultant 2:				\$
Subconsultant 3:				\$
Subconsultant 4:				\$
Subconsultant 5:				\$

Note: Add additional pages if necessary.

NOTES:

- List other direct cost items with estimated costs. These costs should be competitive in their respective industries and supported with appropriate documentation.
- Proposed ODC items should be consistently billed regardless of client and contract type.
- Items when incurred for the same purpose, in like circumstance, should not be included in any indirect cost pool or in the overhead rate.
- Items such as special tooling, will be reimbursed at actual cost with supporting documentation (invoice).
- Items listed above that would be considered "tools of the trade" are not reimbursable as other direct cost.
- Travel related costs should be pre-approved by the contracting agency and shall not exceed current State Department of Personnel Administration rules.

**COUNTY OF SANTA BARBARA PUBLIC WORKS TRANSPORTATION;
SURVEYOR SERVICES**

Cost Proposal

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.

**COUNTY OF SANTA BARBARA PUBLIC WORKS TRANSPORTATION;
SURVEYOR SERVICES**

Cost Proposal

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:

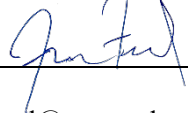
- 7. Generally Accepted Accounting Principles (GAAP)
- 8. Terms and conditions of the contract
- 9. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 10. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 11. [23 Code of Federal Regulations Part 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: Jason Fussel, PE, PLS

Title *: Vice President

Signature : 

Date of Certification: 12/7/2022

Email: jason.fussel@tettratech.com

Phone Number: 805-542-8630

Address: 290 Valley Station Dr STE 102, Buellton, CA 93427

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

List services the consultant is providing under the proposed contract:

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

INDEMNIFICATION

A. Indemnification pertaining to DESIGN Professional Services:

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

B. Indemnification pertaining to other than DESIGN Professional Services:

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

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

additional insured on insurance required from subcontractors.

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

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

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

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

ATTACHMENT B – CONTRACTOR INFORMATION SHEET

Contractor Information Sheet

Name of Proposer Tetra Tech, Inc.

Business P.O. Box 711 Tank Farm Road, Suite 110

City, State, Zip San Luis Obispo, CA 93401

Business Street Address 711 Tank Farm Road, Suite 110
(Include even if P.O. Box is used)

City, State, Zip San Luis Obispo, CA 93401

Telephone No. (805) 542-9052 Fax No. (805) 542-9254

Contractor License No. 551555 License Classification General

Public Works Contractor Registration No. _____

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

Contact Person Name Dan Helt, Contract Manager

Contact Person Phone No. (805) 542-8626

Contact Person Email Dan.Helt@tetrattech.com

Employer's Tax Identification Number FEIN: 954148514; California DIR: 1000647433

ATTACHMENT C – DBE REQUIREMENTS

Exhibit 10-O2 CONTRACTOR Contract DBE Commitment

July 23, 2015

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

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

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

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

ADA Notice:

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

Exhibit 10-O2 CONTRACTOR Contract DBE Commitment

July 23, 2015

EXHIBIT 10-O2 INSTRUCTIONS

Page 2 of 2

CONTRACTOR SECTION

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

LOCAL AGENCY SECTION

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

ATTACHMENT D – PROPOSAL

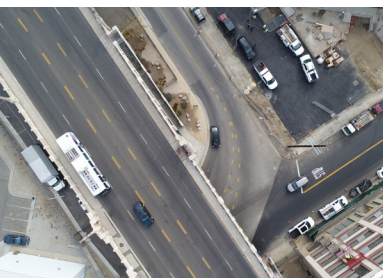


OCTOBER 2022



PROPOSAL FOR

INDEFINITE DELIVERY-INDEFINITE QUANTITY "AS NEEDED" SURVEYOR SERVICES



TETRA TECH



1. Transmittal Letter

October 26, 2022
Philip Gaston, Contract Manager
County of Santa Barbara, Department of Public Works, Transportation Division
123 East Anapamu Street, Santa Barbara, CA 93101

RE: Request for Proposals for Indefinite Delivery-Indefinite Quantity As Needed Surveyor Services - 5 Year Contract Term

Dear Mr. Gaston:

Tetra Tech is pleased to submit our proposal to provide as-needed survey services. The Indefinite Delivery-Indefinite Quantity As-Needed Surveyor Services Contract is important to assist the County of Santa Barbara (County) with its transportation project delivery goals, which are vital for meeting the Transportation Division’s ongoing mission to provide a clear path, smooth ride, and a safe trip to the traveling public.

Our proposed team brings a record of distinguished, successful implementation and completion of surveying services for large- and small-scale public works projects. The efficient execution of this contract requires a talented team balanced with technical expertise and effective leadership, which is exactly what Tetra Tech offers. We will provide the most cost-effective solutions to the County based on the following reasons:


Local Resources. Tetra Tech’s presence in Santa Barbara County goes back to 1993, when we opened our office in Santa Barbara, followed by our Santa Maria office that was opened in 1995. Combined with our Buellton and San Luis Obispo offices, there are now more than 75 professionals in our Central Coast offices providing surveying and engineering consulting services for both local government and private sector clients. Land Survey field services will be principally served from the San Luis Obispo office, less than 30 miles from the Santa Barbara County line.


Experienced Leadership. Our proposed Contract/Project Manager, Mr. Dan Helt, PE, PLS, has managed many sizable surveying campaigns aligning multiple field crews and office personnel to produce accurate and timely deliverables for a multitude of clients. In addition, his broad knowledge and background in civil engineering helps him tailor survey work plans and deliverables to best suit the needs of civil engineering capital improvement projects. Mr. Helt brings a proven track record of planning effectively, responding quickly, and managing efficiently a multitude of task orders concurrently for as-needed survey contracts. He will ensure the Tetra Tech team is responsive to task order requests and executes the work required to the County’s satisfaction in a cost-effective and schedule conscious manner.

State-of-the-Art Technology. In addition to our state-of-the-art GPS equipment, robotic total stations, and terrestrial scanners, Tetra Tech uses a REIGL VMX-2HA Mobile Mapping System, as well as licensed survey grade UAVs with photogrammetry and LiDAR sensors.

Tetra Tech is eager to provide the requested professional on-call survey consultant services for the County and community.

Sincerely,


Jason Fussel, PE, PLS, QSD/P, LEED AP, ENV SP
Vice President, Principal-In-Charge


Dan Helt, PE, PLS
Contract/Project Manager

Required Information:

Listed below is Tetra Tech’s authorized representative, proposed Contract Manager, Dan Helt. Mr. Helt is an authorized signatory and will serve as the single point of contact throughout the course of the proposal selection process and this contract.

Mr. Helt is committed to each task order’s success and the overall success of the County of Santa Barbara. He will commit all necessary resources to support the County for the duration of this contract.

Authorized Representative, Point of Contact, Address, Email and Telephone:

Dan Helt, PE, PLS
711 Tank Farm Road
Suite 110
San Luis Obispo, CA
93401
Dan.Helt@tetrattech.com
805.542.8626

2. Contractor Information, Qualifications, Experience, and Understanding of Work

Our local team of professionals has an extensive and successful history of providing full-service surveying services throughout California. Our surveyors are experts in data collection including land survey, various methods of aerial survey (including LiDAR), and hydrographic survey. Tetra Tech's surveyors are experts in boundary and right-of-way resolutions, geodetic and Public Land Survey System control networks, GIS data collection and processing, scientific studies, topographic mapping, architectural as-builts for building information modeling (BIM), data collection for site information modeling (SIM), engineering design mapping, design QA/QC, construction layout, and construction as-builts.

The Tetra Tech survey team has demonstrated expertise in performing similar services to those outlined in the Request for Proposals through several survey on-call contracts, including:

- County of San Luis Obispo On-Call Consultant List for Surveying Services
- City of Pasadena On-Call Engineering Design Services Contract to provide on-call professional civil engineering and surveying services to the Public Works Department
- City of Pismo Beach Survey and Map Checking On-Call Services
- Pacific Gas & Electric (PG&E) Land Surveying Services On-Call Contract to provide Land Surveying Support Services throughout PG&E's Service Territory
- City of Santa Clarita CIP As-Needed Contract for Surveying and Monument Preservation and Restoration
- Naval Facilities Engineering Command (NAVFAC) Southwest Region: Sole Source A/E Indefinite Delivery/Indefinite Quantity (IDIQ) Contract to provide Surveying and Mapping Services for the Southwest Region
- Boundary Surveys for National Resources Conservation Service (NRCS) Easements On-Call Contract to provide surveying services in support of the Wetlands Reserve Program (WRP), including Boundary Surveys, Legal Descriptions and Exhibits, GIS Data, Boundary Monumentation and Signage

We are Local!

Tetra Tech's services will be provided from our San Luis Obispo office, with support from our Buellton and Irvine offices. Although we can draw from a large pool of nationwide resources, our Central Coast offices have the experienced survey staff ready to mobilize at a moment's notice to meet the County's needs, along with fully equipped survey vehicles with state-of-the-art GPS equipment and robotic total stations, terrestrial scanners and UAVs.



RELEVANT PROJECT EXPERIENCE

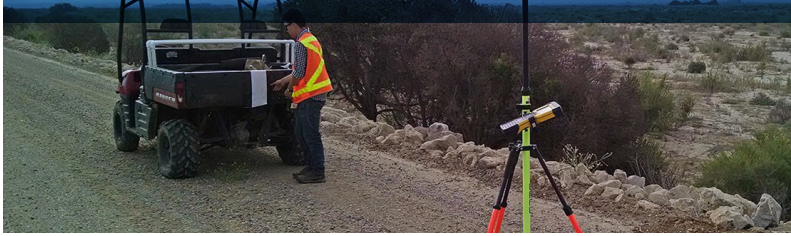
Tetra Tech's strength lies in the qualifications of our staff, commitment of our firm, and interest in and knowledge of the local area. As one of the largest consulting engineering firms in the United States, our success has been built on having a client-centric approach to all we do. Clients receive a local and dedicated team, combined with state-of-the-practice technical expertise, innovation, quality design, fiduciary duty, and development of practical solutions to meet industry standards for good engineering practices.

The represented project descriptions provided within this section validate the depth of our team's expertise in the survey services associated with your future projects. In addition to full project descriptions, we have included a list of projects in a matrix format below illustrating our experience surveying and designing projects similar to the potential projects under this as-needed contract. We look forward to bringing this experience to the County of Santa Barbara.

PROJECT/CLIENT	R E L E V A N C E										
	BOUNDARY SURVEY	TOPOGRAPHIC SURVEYS	CONSTRUCTION SURVEYS	MONUMENT PRESERVATION	AERIAL SURVEYS	AS-BUILT SURVEYS	3D DIGITAL TERRAIN MODELS	GIS & ASSET INVENTORY	ROW SURVEYS AND PLATS	SUBDIVISION MAP CHECKING	CONTROL NETWORK SURVEY
Bonita School Road Bridge Replacement Survey <i>TYLin International for County of Santa Barbara</i>	✓	✓			✓				✓		✓
R-1200 Gas Line Replacement Survey <i>Pacific Gas and Electric (PG&E)</i>	✓	✓	✓	✓			✓		✓		
Survey Services for South County Overlay <i>County of San Luis Obispo</i>	✓	✓	✓	✓			✓		✓		✓
Buellton Engineering Services <i>City of Buellton</i>		✓	✓				✓			✓	
DSDD Exhibits Program <i>Pacific Gas and Electric (PG&E)</i>	✓	✓					✓		✓		
DC Tillman Water Reclamation Plant Parcel Grant Renewal, <i>City of Los Angeles</i>	✓								✓		
Survey & Mapping On-Call <i>City of Pismo Beach</i>		✓		✓			✓		✓	✓	

BONITA SCHOOL ROAD BRIDGE REPLACEMENT SURVEY

Santa Barbara, CA



Tetra Tech is providing survey services in support of this project which aims to remove and replace the 300-foot-long Bonita School Road Bridge over the Santa Maria River with a new 2,350-foot-long bridge, construct roadway approaches to the new bridge, and construct Active Transportation (pedestrian and bicycle) improvements on the west side of the new bridge. We began working directly for the County and have continued to be part of the design team working on the project for TY Lin. Originally, Tetra Tech set established controls and tied points to the Santa Maria Valley Control Network. Aerial photography,

analytical aerotriangulation, and stereo compilation were used for density control and to create planimetric and terrain data. Terrain data was used to generate 1-foot contours. Tetra Tech performed a ground survey to supplement the aerial-acquired topography to collect additional data of features not readily visible from the air. The Digital Terrain Model of the ground and aerial surveys were combined to eliminate redundancy, and an AutoCAD Civil 3D file containing all data was produced. Tetra Tech is currently supporting the project preparing exhibits and right of way acquisition packages.

Contract Amount: \$100,416

Funding Sources: Federal

Project Duration: 04/2020 - Ongoing

Contractor Project Manager:
Dan Helt, PE, PLS, 805.542.8626

Client: TYLin International | James Faber | 949.398.4957

R-1200 GAS LINE REPLACEMENT SURVEY

Palo Alto, CA



Tetra Tech provided survey, mobile LiDAR and utility location, potholing services, monument preservation, and construction staking at nine locations in Palo Alto for emergency gas line replacement for PG&E. Tetra Tech mobilized survey and mobile LiDAR crews and coordinated subcontractors to provide data in highly used corridors of Palo Alto. The tight and dynamic emergency schedule posed extensive logistical

challenges, including short-notice night and weekend work and road closures in coordination with local county and city jurisdictions, local and state law enforcement, utility subcontractors, and traffic control and construction crews. We also facilitated data QC and delivery to design engineers. We succeeded in delivering 3D infrastructure and right-of-way products and staked replacement line locations ahead of construction crews.

Contract Amount: \$228,520

Funding Sources: Utility Company

Project Duration: 02/2019 - 12/2019

Contractor Project Manager:
Dan Helt, PE, PLS, 805.542.8626

Client: Pacific Gas and Electric (PG&E) | Timothy Kelly | 925.244.3682



SURVEY SERVICES FOR SOUTH COUNTY OVERLAY, *San Luis Obispo, CA*

Contract Amount: \$94,601

Funding Sources: Local

Project Duration: 07/2021 - 10/2022

Contractor Project Manager:
Dan Helt, PE, PLS, 805.542.8626

As part of an On-Call Professional Survey Services, Tetra Tech provided topographic and right-of-way surveys for ADA curb ramp and other survey locations, and monument preservation for asphalt overlay of various south county roads. Tetra Tech provided topographic surveys at 14 intersections and six areas of drainage concern. Field work included a control survey for the topographic survey and the monument preservation. Boundary monuments, sufficient to establish right-of-way were located and observed. Base map files

including topographic survey information and right-of-way were prepared. Sixty-three separate monuments within the intersection construction areas and the remainder of the overlay project were observed. Two separate Records of Survey were prepared: a pre-construction condition and location of survey monuments and the right-of-way establishment. When the overlay project is complete, an additional record of survey for the post construction monument condition and position will be prepared.

Client: County of San Luis Obispo | Dustin Idler, PLS | 805.781.4776



BUELLTON ENGINEERING SERVICES *Buellton, CA*

Contract Amount: \$1,529,939

Funding Sources: Local

Project Duration: 07/2020 - Ongoing

Contractor Project Manager:
Jason Fussel, PE, PLS, 805.542.8630

Tetra Tech's dedicated and qualified staff of Professional Engineers, licensed Surveyors, traffic engineers, and stormwater professionals (QSD/Ps, QISPs) are contracted to serve as Engineering Division staff under the direction of the Public Works Director/City Engineer and provide on-call support. As part of this contract, Tetra Tech has provided the following survey services: land

development review; conducting field surveys for City projects; elevation certification surveys; easement description and exhibit document preparation; parcel and right-of-way research for City facilities and Caltrans; in-field right-of-way and construction staking; and coordination and oversight of GIS infrastructure.

Client: City of Buellton | Rose Hess | 805.688.5177

DSDD EXHIBITS PROGRAM

Various Locations, SLO and SB Counties, CA



Through a blanket purchase order issued under the Master Services Agreement, Tetra Tech provided field surveying and exhibit preparation for Caltrans specific Design Standard Decision Document (DSDD) survey. On an on-call basis over the course of the contract, Tetra Tech surveyed 11 separate sites that required non-emergency repairs to aboveground PG&E facilities within 52 feet of the traveled way on roads within Caltrans jurisdiction. Surveys included ground topographic features as well as catenary survey of overhead wires and

height of poles. Tetra Tech worked with Caltrans District 5 to minimize disturbance on the roadways, and the majority of the survey work was performed with a scanning total station allowing a point cloud of the area to be captured from a safe distance, as well as specific survey shots taken on electrical conductors and insulators. Exhibit were prepared to Caltrans standards and included not only the features from the field, but also information on the features to be replaced as part of the project.

Contract Amount: \$98,629

Funding Sources: Utility Company

Project Duration: 05/2021

Contractor Project Manager:
Dan Helt, PE, PLS, 805.542.8626

Client: Pacific Gas and Electric (PG&E) | Kent Poythress, PLS | 559.481.5370

DC TILLMAN WATER RECLAMATION PLANT PARCEL GRANT RENEWAL

Los Angeles, CA



The Los Angeles Bureau of Sanitation (LASAN) needed legal descriptions and exhibits to be included with their lease from the USACE of the lands occupied by the water reclamation plant. Tetra Tech holds an on-call for engineering services, including surveying, with LASAN and was contracted to support staff in completing the lease documents. Tetra Tech performed as-built survey of

improvements, as well as a cadastral and geodetic control survey of the facility exterior, of various roads and pipelines serving the facility, and the real property boundaries. Tetra Tech prepared 11 legal descriptions and exhibits for recordation with the County Recorder's Office per USACE standards.

Contract Amount: \$28,992

Funding Sources: Local

Project Duration: 05/2019 - 01/2020

Contractor Project Manager:
Dan Helt, PE, PLS, 805.542.8626

Client: City of Los Angeles Bureau of Sanitation | Chris DeMonbrun | 323.342.1567

3. Contractor Staffing

Our proposed personnel, experience, certifications, and registrations are presented in Section 4. Organization and Approach.

4. Organization and Approach

A. PROPOSED TEAM ROLES & ORGANIZATION

Successful as-needed service contracts require a diverse and highly talented team, made up of specific engineering and surveying disciplines, as well as responsible project management. No matter the task being requested, each project requires:

- Delivering a project within budget and on schedule
- Coordinating with appropriate agency representatives
- Implementing a Quality Assurance/Quality Control Plan to maintain the excellence of the end product
- Teamwork development and meeting participation

Tetra Tech offers the County leading industry experts able to mobilize at a moment's notice. We have established a dedicated, qualified, and experienced team of 17 professionals, including three California Professional Land Surveyors, that will provide the County with the technical and managerial qualifications, specialized expertise, and professional resources required to successfully complete your project needs as they arise through the duration of the contract. The organization of our proposed team is outlined in our Team Organizational Chart included on the following page.

Available Facilities

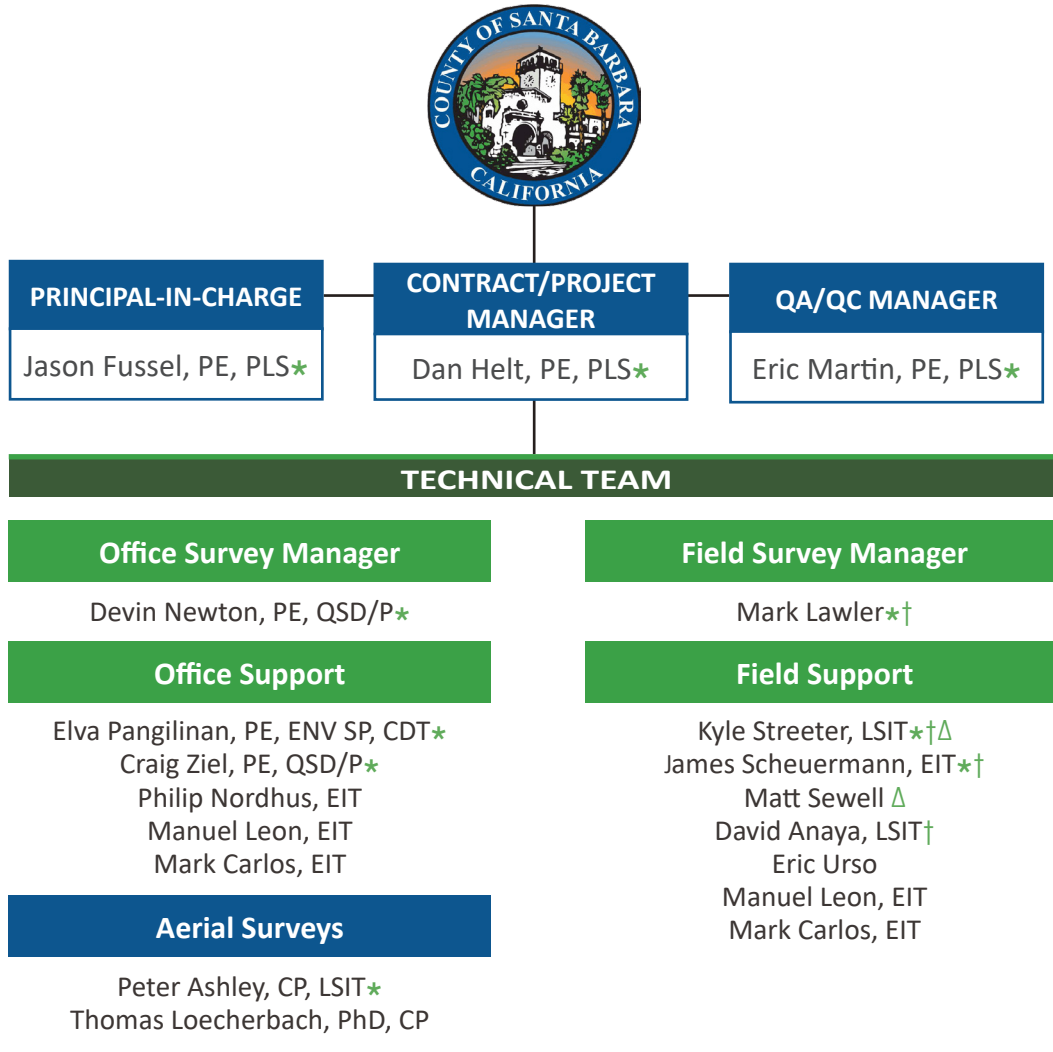
Field personnel supporting this contract are located in the San Luis Obispo office. With three fully equipped survey trucks, state-of-the-art Trimble GPS, robotic total stations, and other survey gear, field staff will maximize time on-site. To augment the standard equipment field crew also carry a Trimble Dini digital level, a Trimble X7 terrestrial scanner, a Trimble SX10 scanning total station. We have two FAA Part107-licensed drone pilots in the office with two drones: a DJI Phantom 4; and a DJI Matrice 300 with a Zenmuse P1 45mp camera payload and a Zenmuse L1 3 band LiDAR sensor and 20mp camera. High powered, state-of-the-art office computers allow for processing of the data collected by these various sensors.

Our Commitment.

Tetra Tech commits our best leadership and resources to perform professional survey services for each task order under the as-needed contract. It is our mission that the Public Works Department and the Transportation Division will be elevated by our successful delivery of each project on time, within budget, and to the satisfaction of the County, residents, and businesses alike.



TEAM ORGANIZATIONAL CHART



* Resumes Provided | † Party Chief | Δ FAA Part 107 UAS Pilot

B. PROJECT MANAGEMENT APPROACH

Tetra Tech's approach focuses on communication and responsiveness. Our management personnel will communicate clearly with County personnel regarding project requirements and schedule. Understanding the County's objectives and offering viable solutions are essential to establishing a shared vision for each project. Effective communication is necessary to reach a common understanding. Once a shared vision and clear lines of communication are established, Tetra Tech will provide highly responsive service addressing each project's requirements. Tetra Tech

intends to meet deadlines by using our project management process described in this section. We will also use the appropriate resources to provide high-quality land surveying services.

The County will have a single point of contact throughout this contract. **Mr. Dan Helt, PE, PLS, our proposed Contract/Project Manager**, will serve in this role as he oversees the contract and project deliverables. He has managed many sizable surveying campaigns aligning multiple field crews and office personnel to produce accurate

and timely deliverables for a multitude of clients. Mr. Helt will manage the resources of personnel and equipment needed to fulfill each project on time and on budget, for the full duration of the contract. Staffing is critical for success, and our team has more than adequate resources to perform the necessary survey work.

Mr. Helt is a Professional Land Surveyor registered in the State of California and is experienced in both civil engineering and land surveying. He is an expert at performing field boundary and topographic surveys, as well as construction staking, certification and monitoring, and ALTA/ACSM surveys. Mr. Helt has considerable experience researching boundary and chain of title information and preparing legal descriptions. He has a proven track record of completing similar projects on time and within budget, with a high degree of client satisfaction.

Project Management Procedures

Tetra Tech's project management procedures are designed to keep each project on schedule and within budget. Specifically, all Tetra Tech projects, regardless of size, are managed using our in-house Project Management Guidelines & Policies Manual, which sets forth the following project schedule/cost control methods:

Project/Cost Control: For project development, Tetra Tech will use a Project Management/Control System, which we have used successfully on numerous municipal projects. The core of this system is a monthly Project Management Report.

Critical Path Method Schedules: Tetra Tech will approach the development of a detailed work plan seriously. The project team will meet at project initiation to collectively determine the smaller work tasks required to complete the major work activities as established in the Scope of Services. We will then develop a sequencing plan of these smaller work tasks, using precedence format, which in turn will determine the overall schedule. The series of work tasks and resulting schedule

will be diagrammatically exhibited as a Critical Path Method (CPM) flow chart. We will use this flow chart, which highlights the critical path, to determine the intermediate project milestones.

It is critical this part of the project management system be flexible to accommodate scheduling adjustments that may occur. Our system requires the project manager re-plan the project, as necessary, to reflect an accurate and up-to-date schedule.

When re-planning, the project manager assesses:

- Work completed
- Work remaining
- Effort required to complete remaining work and when that effort is needed
- Calendar days needed to complete the remaining work

Quality Assurance/Quality Control

Tetra Tech's Quality Assurance/Quality Control (QA/QC) program and procedures grow from a business culture that incorporates quality into every component of program and project work. This is the result of two conditions: 1) a clear and unequivocal emphasis on proactive quality management from its corporate leadership; and 2) the use of proven project-specific quality planning, assurance, and control techniques. We recently updated our QC Manual to incorporate new ideas, techniques, and procedures further solidifying our commitment to quality control for our project teams. Our firm values staff having state-of-the-practice guidelines available because quality management is a priority on every project.

Project-Specific Applications of QA/QC

Techniques: A project-specific QA/QC effort must verify that we have met expectations for controlling costs, schedule, and quality of work.

Cost: Controlling project cost starts with good planning and management. Tetra Tech's cost control and reporting system starts during project planning with work breakdown structures (WBS) for establishing budgets. The WBS then is used to accumulate and report costs internally and to the client. Finally, we use an earned value management approach to assessing costs and technical completion to monitor budget compliance and to identify and address unanticipated costs early in the project.

Schedule: Managing a project schedule efficiently starts with a detailed baseline schedule established during project planning. The schedule follows the WBS and reports the progress of cost and schedule as planned. Deviations from the schedule are highlighted during monthly reporting; changes threatening its adherence are discussed with the client and corrective action is agreed upon, if necessary.

Technical Services and Reports: QA techniques start during the planning phase, including defining the performance standards with the client (specifications, guidance, SOPs, testing methods,

etc.) and identifying specific QA techniques to be used (storyboards, interim deliverables, review sessions, and value engineering reviews). Before a technical deliverable is released, Tetra Tech conducts a QC review. This involves the following: 1) an editorial review to maintain clarity and readability; 2) a technical review to verify recommendations are supported by facts; and 3) a final quality review to check that we met all agreed upon performance standards and completed the QC reviews appropriately.

Continuous Improvement: Our project teams are Tetra Tech's frontline for maintaining excellent quality performance. They apply these QA/QC actions to all current projects and apply lessons learned to all future projects. All Tetra Tech personnel play a vital role in achieving these goals.

Task Order Initiation

After receiving a task order request from the County, our project manager will review the requested scope of work and select the key team members to address project requirements.



Our proposed management process for each task order will consist of the following nine components, but will be specifically tailored to suit the type and size of each assignment.

Task Order Initiation: Receive request from the County; receive and review available information and discuss with the County staff by phone.

Data Research: Obtain and review documents that are pertinent to the task order.

County Coordination: Meet at the County office or project site, if advantageous, and obtain any additional data; meet with end-user(s) if possible.

Draft Proposal: The project manager and selected team prepare a draft proposal for internal review.

Final Proposal and Work Plan: Based upon team input on draft proposal documents and a pricing review, the team prepares the final proposal.

Task Order Authorization: Schedule a project kick-off; update the quality control plan as necessary; and prepare a Health and Safety Plan (HASP).

Project Execution: Execute project in accordance with our contract scope of services and all applicable City, State and Professional standards.

Project Quality Control: Before the final deliverable is submitted, perform start-to-finish review for adherence to the work plan and quality control plan to verify completeness and accuracy of deliverables.

Project Closeout: Perform final review of the agreed upon scope of services and any modification thereto.

Tetra Tech anticipates that the County will provide access to any land records, deeds, maps, as-built plans, and any other documents relevant to the scope of work requested. Tetra Tech is available to assist the County with research and will help County staff review available documents for applicability to the project.

REFERENCES

Tetra Tech provides the County with the unique combination of technical ability, demonstrated experience, and *local* professional resources to successfully address all scope of work areas for the IDIQ As-Needed contract. The projects shown in Section 2 are examples of our relevant experience, and highlight our proficiency providing similar survey services relevant to the types of projects included in the County's RFP. These featured projects have been successfully completed on time and within budget or are currently in progress. We encourage you to contact our references to get a firsthand account of the level of service and expertise our team provides.

Contact	Client
Jerry Sain, Jr PLS 619.705.4418 jerry.r.sain.civ@us.navy.mil	Naval Facilities SW - Cadastral Section Supervisor 750 Pacific Hwy, W04-51 San Diego, CA 92132
Rose Hess, PE 805.688.5177 roseh@cityofbuellton.com	City of Buellton - Director of Public Works 107 W. Hwy. 246 Buellton, CA 93427
Christopher Chu, PLS 415.265.4273 christopher.chu@pge.com	Pacific Gas & Electric Company - Expert Land Consultant 2180 Harrison Street San Francisco, CA 94110

C. KEY PERSONNEL

Our project team includes survey and engineering experts with the experience necessary to successfully complete the County's projects in a timely and professional manner. The individuals depicted in our Team Organizational Chart are available, and we commit their time and effort necessary to successfully complete each project. Brief resumes of key personnel are included in the following pages. Additional resumes can be provided upon request.

Jason Fussel, PE, PLS, QSD/P, LEED AP, ENV SP

PRINCIPAL-IN-CHARGE

Mr. Fussel will serve as Principal-In-Charge and is tasked with ensuring the complete satisfaction of the County with the work efforts of the team and the intent of the proposed projects, and seeing that the schedule and budget goals are met. Mr. Fussel is a California Registered Professional Land Surveyor with more than 19 years of experience which includes a broad knowledge of civil engineering and land surveying stemming from his involvement in a variety of residential, educational and federal projects. He is also experienced with providing comprehensive site surveys which have been critical to design of access and arterial roads for large projects. Mr. Fussel is well versed in managing all survey tasks for stormwater quality enhancement projects, wind energy projects, and federal DoD projects. Mr. Fussel's responsibilities have included conducting aerial and topographic surveys, utility surveys, Record of Surveys, ALTA surveys, and coordination of aerial topography.

EXPERIENCE:

Bonita School Road Bridge Replacement Survey, TYLin International for County of Santa Barbara, CA. Principal-In-Charge. Direction of the survey and design effort, staffing to meet client needs, and dedicating resources necessary to see design objectives, schedule, and budget goals were met. Performed control, aerial, and topographic survey work for the replacement of the Bonita School Road Bridge, including setting 22 ground control targets, and tying those points to the Santa Maria Valley Control Network. Aerial photography was acquired and 18 color exposures at 1:2400 and 12 color exposures at 1:3600 were produced. Analytical aerotriangulation and stereo compilation was used for density control and to create both planimetric and terrain data. Terrain data used to generate 1-foot contours. Additionally, performed a ground survey to supplement the aerial acquired topography to collect additional data of features not readily visible from the air. Digital Terrain Model of the ground and aerial surveys were combined to eliminate redundancy, and an AutoCAD Civil 3D file containing all data was produced.

R-1200 Gas Line Replacement Survey, PG&E, Palo Alto, CA.

Principal-In-Charge. Direction of the survey and design effort, staffing to meet client needs, and dedicating resources necessary to see design objectives, schedule, and budget goals were met. Survey, mobile LiDAR and utility location, potholing services, monument

EDUCATION:

BS, Civil Engineering,
California Polytechnic State
University, San Luis Obispo,
2003

REGISTRATIONS/ CERTIFICATIONS:

Professional Engineer:
California, #70879
Hawaii, #15600

Professional Land Surveyor,
California, #9006

Qualified SWPPP Developer
and Qualified SWPPP
Practitioner, #20231

Envision™ Sustainability
Professional

LEED® Accredited
Professional

PROFESSIONAL AFFILIATIONS:

American Society of Civil
Engineers

California Land Surveyors
Association

YEARS OF EXPERIENCE:

19

YEARS OF WITH TETRA TECH:

19

CLIENT REFERENCE:

Rose Hess, PE
Director of Public Works
City of Buellton
107 W. Hwy. 246
Buellton, CA 93427
805.688.5177
roseh@cityofbuellton.com

preservation and construction staking at nine locations for emergency gas line replacement. Mobilized survey and mobile LiDAR crews and coordinated subcontractors to provide data in highly used corridors. Tight and dynamic emergency schedule posed extensive logistical challenges including short-notice night and weekend work and road closures in coordination with local county and city jurisdictions, local and state law enforcement, utility subcontractors, traffic control and construction crews. Team facilitated data QC and delivery to design engineers. Succeeded in delivering 3D infrastructure and right-of-way products and staked replacement line locations ahead of construction crews.

Survey Services for South County Overlay, County of San Luis Obispo, CA. Principal-In-Charge. As part of an On-Call Professional Survey Services, provided topographic and right-of-way surveys for ADA curb ramp and other survey locations, and monument preservation for asphalt overlay of various south county roads. Provided topographic surveys at 14 intersections and six areas of drainage concern. Field work included a control survey for the topographic survey and the monument preservation. Boundary monuments, sufficient to establish right-of-way were located and observed. Base map files including topographic survey information and right-of-way were prepared. 63 separate monuments within the intersection construction areas and the remainder of the overlay project were observed. Two separate Records of Survey were prepared: a pre-construction condition and location of survey monuments and the right-of-way establishment. When overlay project is complete, an additional record of survey for post construction monument condition and position will be prepared.

Buellton Engineering Services, City of Buellton, CA. Principal-In-Charge. Contracted to serve as Engineering Division staff under the direction of the Public Works Director/City Engineer and provide on-call support. Provided land

development review; conducting field surveys for City projects; elevation certification surveys; easement description and exhibit document preparation; parcel and right-of-way research for City facilities and Caltrans; in-field right-of-way and construction staking; and coordination and oversight of GIS infrastructure.

DC Tillman Water Reclamation Plant, Parcel Grant Renewal, City of Los Angeles, Bureau of Engineering, CA. Principal-In-Charge. Overseeing survey and design effort for the preparation of legal descriptions and exhibits to be included with the Los Angeles Bureau of Sanitation (LASAN) lease from the USACE of the lands occupied by the plant. On-call for engineering services, including surveying, with LASAN and support staff in completing lease documents. Performed as-built survey of improvements, as well as a cadastral and geodetic control survey of facility exterior, various roads and pipelines serving the facility and real property boundaries. Prepared 11 legal descriptions and exhibits for recordation with the County Recorder's Office per USACE standards.

Lake Avenue Pedestrian Access Improvements Project, City of Pasadena, CA. Principal-in-Charge. Overseeing survey and design services for pedestrian access improvements to a 1.06-mile portion of Lake Avenue between Corson Street and California Boulevard. Balanced design approach to meet scope of the Los Angeles County Metropolitan Transportation Authority (Metro) grant while staying within grant budget. Addition of a signalized mid-block crossing and a new signalized intersection, elimination of a "pork chop" island with additions of right-turn pockets and traffic signal modifications, removal of a bus turning bay and bus-stop improvements, installation of new in-fill pedestrian-scale sidewalk lighting system, the addition of curb extensions and ADA compliant curb ramps, and in-fill street trees, landscaped islands, and irrigation. Tetra Tech also performed surveying services, as well as investigation and mapping for a number of utilities along Lake Avenue.

Dan Helt, PE, PLS

CONTRACT/PROJECT MANAGER

Mr. Helt will provide contract management and overall survey and staffing coordination and management for this contract. He will act as the single point of contact for the County, and will be the person in charge of coordinating all onsite activity. Mr. Helt will manage the resources of personnel and equipment needed to fulfill each project on time and on budget. Staffing is critical for success and our team has more than adequate resources to perform the necessary survey work.

Mr. Helt is experienced in both civil engineering and land surveying aspects of construction and land development projects. He has designed and prepared small and large federal, municipal, commercial, and residential grading and drainage plans, as well as utility plans and project associated public improvement plans. He has prepared a variety of hydrology and hydraulic documents for review of analysis and compliance with codes and standards. He has prepared and reviewed specifications, calculations and other basis of design documents. He has performed field boundary and topographic surveys, as well as construction staking, certification and monitoring, and ALTA/ACSM surveys. He has considerable experience researching boundary and chain of title information, and preparing legal descriptions.

EXPERIENCE:

Bonita School Road Bridge Replacement Survey, TYLin International for County of Santa Barbara, Santa Barbara, CA. Survey Manager. Responsible for overseeing control, aerial, and topographic survey work for the replacement of the Bonita School Road Bridge. Tetra Tech set 22 ground control targets, and tied those points to the Santa Maria Valley Control Network. Aerial photography was acquired and 18 color exposures at 1:2400 and 12 color exposures at 1:3600 were produced. Analytical aerotriangulation and stereo compilation was used for density control and to create both planimetric and terrain data. The terrain data was then used to generate 1-foot contours. Additionally, Tetra Tech performed a ground survey to supplement the aerial acquired topography, in order to collect additional data of features not readily visible from the air. The Digital Terrain Model of the ground and aerial surveys were combined to eliminate redundancy, and an AutoCAD Civil 3D file containing all data was produced.

EDUCATION:

BS, Civil Engineering,
California Polytechnic State
University, San Luis Obispo,
2003

REGISTRATIONS/ CERTIFICATIONS:

Registered Professional
Engineer, California,
#C69347

Registered Professional
Land Surveyor, California,
#8925

PROFESSIONAL AFFILIATIONS:

American Society of Civil
Engineers (ASCE)

California Land Surveyors
Association (CLSA)

YEARS OF EXPERIENCE:

19

YEARS OF WITH TETRA TECH:

19

CLIENT REFERENCE:

Christopher Chu, PLS
Expert Land Consultant
Pacific Gas & Electric
Company
2180 Harrison Street
San Francisco, CA 94110
415.265.4273
christopher.chu@pge.com

R-1200 Gas Line Replacement Survey, PG&E, Palo Alto, CA. Project Manager. Overseeing survey, mobile LiDAR and utility location, potholing services, monument preservation and construction staking at nine locations for emergency gas line replacement. Mobilized survey and mobile LiDAR crews and coordinated subcontractors to provide data in highly used corridors. Tight and dynamic emergency schedule posed extensive logistical challenges including short-notice night and weekend work and road closures in coordination with local county and city jurisdictions, local and state law enforcement, utility subcontractors, traffic control and construction crews. Team facilitated data QC and delivery to design engineers. Succeeded in delivering 3D infrastructure and right-of-way products and staked replacement line locations ahead of construction crews.

DC Tillman Water Reclamation Plant, Parcel Grant Renewal, City of Los Angeles, Bureau of Engineering, CA. Project Manager. Overseeing preparation of legal descriptions and exhibits to be included with the Los Angeles Bureau of Sanitation (LASAN) lease from the USACE of the lands occupied by the plant. Tetra Tech holds an on-call for engineering services, including surveying, with LASAN and was contracted to support staff in completing the lease documents. Performed as-built survey of improvements, as well as a cadastral and geodetic control survey of the exterior of the facility, of various roads and pipelines serving the facility and the real property boundaries. Prepared 11 legal descriptions and exhibits for recordation with the County Recorder's Office per USACE standards.

Survey Services for South County Overlay, County of San Luis Obispo, San Luis Obispo, CA. Survey Manager. As part of an On-Call Professional Survey Services, Tetra Tech provided topographic and right-of-way surveys for ADA curb ramp and other survey locations, and monument preservation for asphalt overlay of various south county roads. Tetra Tech provided

topographic surveys at 14 intersections and six areas of drainage concern. Field work included a control survey for the topographic survey and the monument preservation. Boundary monuments, sufficient to establish right-of-way were located and observed. Base map files including topographic survey information and right-of-way were prepared. Sixty-three separate monuments within the intersection construction areas and the remainder of the overlay project were observed. Two separate Records of Survey were prepared: a pre-construction condition and location of survey monuments and the right-of-way establishment. When the overlay project is complete, an additional record of survey for the post construction monument condition and position will be prepared.

DSDD Exhibits Program, Pacific Gas and Electric (PG&E), SLO and SB Counties, CA. Through a blanket purchase order issued under the Master Services Agreement, Tetra Tech provided field surveying and exhibit preparation for Caltrans specific Design Standard Decision Document (DSDD) survey. On an on-call basis over the course of the contract, Tetra Tech surveyed 11 separate sites that required non-emergency repairs to aboveground PG&E facilities within 52 feet of the traveled way on roads with Caltrans had jurisdiction. Surveys included ground topographic features as well as catenary survey of overhead wires and height of poles. Tetra Tech worked with Caltrans District 5 to minimize disturbance on the roadways, and the majority of the survey work was performed with a scanning total station allowing a point cloud of the area to be captured from a safe distance, as well as specific survey shots taken on electrical conductors and insulators. Exhibit were prepared to Caltrans standards and included not only the features from the field, but also information on the features to be replaced as part of the project.

Eric Martin, PE, PLS

QUALITY ASSURANCE/QUALITY CONTROL MANAGER

Mr. Martin will serve as the QA/QC Manager and is tasked with ensuring the complete satisfaction of the County with the work efforts of the team and the intent of each project. Mr. Martin has 10 years of experience in civil engineering design and survey services for municipal, federal and private sector projects. His experience includes planning, performing and developing maps and plans for boundary and topographic surveys, as-built surveys, aerial surveys, terrestrial scanning surveys, underground utility surveys, and construction staking. In addition to preparing maps, he has experience in property title research, preparing legal descriptions and easement plats, and preparing deliverables for horizontal and vertical control network surveys. He has extensive experience in the design of right-of-way improvements, ADA compliant facilities, underground utilities, grading design, erosion control, subdivision mapping, easement plats and legal descriptions.

EXPERIENCE:

Bonita School Road Bridge Replacement Survey, TYLin International for County of Santa Barbara, Santa Barbara, CA. Survey Technician. Responsible for providing topographic surveys of the Santa Maria River channel and surrounding surface street known as Bonita School Road. Tetra Tech set 22 ground control targets and tied those points to the Santa Maria Valley Control Network. Aerial photography was acquired and 18 color exposures at 1:2400 and 12 color exposures at 1:3600 were produced. Analytical aerotriangulation and stereo compilation was used for density control and to create both planimetric and terrain data. The terrain data was then used to generate 1-foot contours. Tetra Tech performed a ground survey to supplement the aerial acquired topography to collect additional data of features not readily visible from the air. The Digital Terrain Model of the ground and aerial surveys were combined to eliminate redundancy and an AutoCAD Civil 3D file containing all data was produced.

Aera Energy Hartman Lease Area Drainage Improvements, Aera Energy, LLC, Ventura County, CA. Survey Technician. Responsible for providing topographic surveys in the Ventura Oil Fields for stormwater improvement designs near active well sites. Processed topographic information to create surfaces that were used to design channels, culverts, energy dissipaters, and storm drains.

EDUCATION:

MS, Civil/Environmental Engineering, California Polytechnic State University, San Luis Obispo, 2012

BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, 2011

REGISTRATIONS/ CERTIFICATIONS:

Professional Engineer, California, #84829

Professional Land Surveyor, California, #9718

YEARS OF EXPERIENCE:

10

YEARS OF WITH TETRA TECH:

10

CLIENT REFERENCE:

Christopher Chu, PLS
Expert Land Consultant
Pacific Gas & Electric Company
2180 Harrison Street
San Francisco, CA 94110
415.265.4273
christopher.chu@pge.com

Drafted conceptual plans for the stormwater improvements and prepared hydrologic and design reports.

Boundary and Title Survey of Diablo Canyon Power Plant, Pacific Gas and Electric (PG&E), Avila Beach, CA. Survey Technician. Responsible for providing office and field survey services. PG&E contracted Tetra Tech through an existing Master Services Agreement to perform a Land Title Survey of the property holdings associated with the Diablo Canyon Power Plant (DCPP). PG&E announced in 2016 that it intends to close DCPP by 2025. As part of the process to determine the location and use of PG&E's land holdings at DCPP, Tetra Tech was hired to perform survey services. PG&E's land holdings include approximately 34 parcels covering 12,000 acres of land between Avila Beach and Montana de Oro State Park, California. In order to fully understand the current status of these landholdings, Tetra Tech performed an aerial topographic survey, boundary survey, and a Land Title Records study. Final deliverables included CAD drawings and exhibits showing the property boundaries, the topographic features and physical encumbrances to the properties, and any other records of title or interest that affect the surveyed properties. Tetra Tech also set boundary monuments on many of the corners and filed a Record of Survey with San Luis Obispo County to show the set monuments and document the boundary resolution.

PG&E ADA Ramp Improvement Projects, Pacific Gas and Electric Company, San Francisco CA. Project Engineer and Party Chief. Responsible for providing field survey support and civil design services for handicap access ramps in San Francisco, CA. The City of San Francisco has a master plan of all American with Disabilities Act (ADA) intersection ramp improvements, and has required that PG&E upgrade the intersections that are affected by the natural gas line construction work to insure they are ADA compliant. In support of this effort, Tetra Tech has performed right-of-way research, monument research, topographic

and construction survey for more than 700 ramps on 140 intersections in San Francisco. Tetra Tech prepared civil site design improvement drawings for approval by the City of San Francisco.

Survey and Mapping of Mission Road, Pacific Gas and Electric Company (PG&E), Fort Hunter Liggett, CA. Survey Technician. Responsible for providing office and field survey services for twelve miles of new electrical distribution line near Fort Hunter Liggett in Monterey County. Twenty-seven aerial panels were set both in the publicly accessible area and the secure area of Fort Hunter Liggett. The project was flown and aerial topography and orthophotogrammetry were produced. Ground supplemental survey of features that were obstructed from aerial view, including drainage and tree trunk locations, were obtained optically. Existing electrical line catenary and supports and insulators were also surveyed. Following PG&E's design of the new distribution line, survey crews returned to the field to stakeout pole and anchor locations.

Survey Monumentation Preservation, Pacific Gas & Electric (PG&E), San Francisco, CA. Survey Technician. Responsible for providing office and field survey services. Pacific Gas and Electric Company (PG&E) selected Tetra Tech to provide Survey Monument Preservation Services for ongoing city-wide design and construction projects in San Francisco, California. The contract was issued as a blanket purchase order to streamline requests for between 1 and 15 monuments at a time. The projects involve perpetuating locations for City and County of San Francisco (CCSF) Monuments that fall within 20 feet of construction zones. Tetra Tech supports PG&E in meeting stringent CCSF protocols for accuracy and timely submission of corner record documentation. Tetra Tech conducts monument surveys and tracks survey dates, document submission, construction schedules for post construction verification of monument condition and post-construction corner record submittals for CCSF.

Devin Newton, PE, QSD/P

OFFICE SURVEY MANAGER

Mr. Newton will be responsible for assisting Tetra Tech's Project Manager with coordination of office survey support and processing of required deliverables for each project. Mr. Newton is a California Licensed Civil Engineer with 21 years of civil engineering design and consulting experience. He is highly skilled in infrastructure design and is able to provide timely, cost-effective design solutions for his clients. Mr. Newton possesses current experience with modern stormwater management and Low Impact Development (LID) practices including hydraulic and hydrologic design of bio-treatment and flood control systems. He is knowledgeable in all phases of the land development entitlement process from conceptual planning to construction. Mr. Newton has extensive experience in the design of ADA compliant facilities, property title research, grading design, erosion control, and land surveying.

EXPERIENCE:

DTLA Arts District Pedestrian and Cyclist Safety Active Transportation Project (ATP 3), City of Los Angeles, Bureau of Engineering, CA.

Senior Civil Engineer/Engineer of Record. Overseeing survey and design services, and preparation of final plans, specifications and estimates for this active transportation project, funded by a CalTrans ATP grant. Project area is characterized by a complex street system of very long blocks with few safe crossing locations, complicated intersections, and very limited bike facilities that create mobility challenges for residents, workers and visitors to the district. Pedestrian and cyclist improvements include new cycle tracks, bike lanes, bike routes, new and widened sidewalks with curb extensions, new traffic-controlled intersections, a new shared street connecting to the new Sixth Street Viaduct Arts Plaza, as well as green street elements. The goal of this Caltrans Local Assistance Program-funded project is to increase mobility and safety for non-motorized users to achieve the regional agency's greenhouse gas reduction goals, and aid in the enhancement of the public's health.

Interconnect Land Net, PG&E , Paso Robles, CA. Project Engineer. Responsible for surveying and mapping services to prepare base topographic mapping for approximately 30 miles of future PG&E electric transmission line alignment to connect to a proposed PG&E Substation. Tetra Tech is performing the research and field work necessary to create the Land Net base of property and franchise lines along the proposed routes.

EDUCATION:

California Polytechnic State University, San Luis Obispo, 1996-2000

REGISTRATIONS/ CERTIFICATIONS:

Registered Professional Engineer, California, #72952

Qualified SWPPP Developer (QSD) and Qualified SWPPP Practitioner (QSP), #01054

YEARS OF EXPERIENCE:

21

YEARS OF WITH TETRA TECH:

8

CLIENT REFERENCE:

Jerry Sain, JR PLS
Naval Facilities SW -
Cadastral Section Supervisor
750 Pacific Hwy, W04-51
San Diego, CA 92132
619.705.4418
jerry.r.sain.civ@us.navy.mil

San Francisco ADA Ramps, PG&E, San Francisco, CA. Project Engineer. Responsible for providing accessible pedestrian ramp design services within City rights-of-way. Tetra Tech is currently providing land surveying services for PG&E's Land Management Department, on an as-needed basis. Through a wide variety of surveying and engineering requests, Tetra Tech has been able to provide complete, high quality, economic solutions all while meeting PG&E's aggressive delivery schedules. Previous requests and current projects include topographic mapping of routes for electrical transmission and gas lines both from the ground and air. Product deliverables include CAD base mapping, classified LiDAR point clouds, Orthophotogrammetry and annotated HD video, construction staking of new electrical transmission facilities, compilation of as-built and atlas drawings together with underground utility location services, 3-D scanning of High Pressure Gas Transmission Lines for recoat and structural support modification, deformation surveys and analysis for bluffs near Diablo Canyon Nuclear Power Plant, and boundary surveys (with legal descriptions and exhibits) for the acquisition Transmission Line right-of-way.

Final Engineering Services for Margarita Tract 2428, Midland Pacific Homes, San Luis Obispo, CA. Project Engineer. Responsible for providing engineering support services and quality control review of construction documents for this 180-lot residential development within the City of San Luis Obispo. The improvement plans for Tract 2428 include the design of roads, sewer, water, and storm drain facilities. Hydrology/hydraulic studies were performed to support the on-site improvements. AutoCAD Civil 3D's Hydraflow Hydrographs was used to determine on- and off-site runoff flow rates and Hydroflow Storm Sewers was used to analyze the storm drain network. 100-year water surface elevations were determined for the existing drainage courses using HEC-RAS to verify that pads are set well above the flood elevation. Survey services provided

involved the preparation of the final map, and will include setting monuments and property corners throughout the project area.

Huasna Tract 3045, Coastal Community Builders, Arroyo Grande, CA. Project Engineer. Responsible for providing engineering construction support services, quality control review, and construction staking oversight for this 12-lot residential hillside development within the City of Arroyo Grande. The improvement plans for Tract 3045 included the horizontal and vertical layout of roads and infrastructure including storm drain and sewer.

Camp Roberts Perimeter Road, California Army National Guard, San Miguel, CA. Project Manager. Responsible for overseeing architectural and engineering services for upgrades to approximately 17.1 miles of roadway along the East and West Perimeter Range Roads at Camp Roberts. Significant portions of the perimeter range roads are in a state of disrepair and are well beyond their service life. The existing pavement has numerous potholes, cracks and surface deterioration that have developed over the years due to extreme weather conditions and the need to operate heavy military vehicles. The goal of the project is to bring the roadways up to modern asphalt standards, provide a safe, reliable and usable environment for soldier training and improve operability and maintainability of roadways. Tetra Tech will be responsible for conducting a pavement condition assessment, topographic survey services (traditional ground and mobile LiDAR), and preparing conceptual and detailed design plans, specifications, and calculations to allow the Government to assemble a bid package for repair of the perimeter range roads.

Mark Lawler

FIELD SURVEY MANAGER

Mr. Lawler will be responsible for assisting Tetra Tech's Project Manager with mobilizing and scheduling field survey staff for each project. He is experienced in a variety of field survey and GIS applications, and has participated in all aspects of control, construction, boundary, topographic and aerial control surveys including terrestrial LiDAR acquisition. Mr. Lawler has ample experience with field survey preparation, logistics and execution and is responsible for geospatial data acquisition processing and quality control, project research, crew deployment and support as well as task oversight and tracking. He has experience working on projects for municipal, state and federal agencies in diverse areas such as real estate and cadastral, flood plain management, public health and safety, and resource management.

EXPERIENCE:

R-1200 Gas Line Replacement Survey, PG&E, Palo Alto, CA. Survey Field Party Chief. Responsible for mobilizing and scheduling field survey staff, coordinating traffic control and California Highway Patrol for construction and utility night work, processing incoming data, and assisting with filing of monument preservation Corner Records. Tetra Tech provided survey, mobile LiDAR and utility location, potholing services, monument preservation and construction staking at nine locations in for emergency gas line replacement. The tight and dynamic emergency schedule posed extensive logistical challenges including short-notice night and weekend work and road closures in coordination with local county and city jurisdictions, local and state law enforcement, utility subcontractors, traffic control and construction crews and facilitated data QC and delivery to design engineers. Tetra Tech succeeded in delivering 3-D infrastructure and right-of-way products and staked replacement line locations ahead of construction crews.

Donald C Tillman Water Reclamation Plant, Parcel Grant Renewal, City of Los Angeles, Bureau of Engineering, Los Angeles, CA. Survey Field Party Chief. Responsible for mobilizing and scheduling field survey staff. The Los Angeles Bureau of Sanitation (LASAN) required legal descriptions and exhibits to be included with their lease from the United States Army Corp of Engineers of the lands occupied by the DC Tillman Water Reclamation Plant. Tetra Tech holds an on-call for engineering services, including surveying, with LASAN and was contracted to support staff in completing the lease documents. Tetra

EDUCATION:

MS, Geography,
University of New Mexico,
Albuquerque, 2013

BA, Geography, Humboldt
State University, California,
2011

YEARS OF EXPERIENCE:

9

YEARS OF WITH TETRA TECH:

8

CLIENT REFERENCE:

Jerry Sain, JR PLS
Naval Facilities SW -
Cadastral Section Supervisor
750 Pacific Hwy, W04-51
San Diego, CA 92132
619.705.4418
jerry.r.sain.civ@us.navy.mil

Tech performed as-built survey of improvements, as well as a cadastral and geodetic control survey of the exterior of the facility, of various roads and pipelines serving the facility and the real property boundaries. We prepared 11 legal descriptions and exhibits for recordation with the County Recorder's Office per USACE standards.

Skid Row Neighborhood Survey, City of Los Angeles Bureau of Engineering, Los Angeles, CA.

Field Survey Party Chief. Facilitating completion of topographic surveys on 13 intersections in the Skid Row Neighborhood of Los Angeles to increase mobility and ADA compliance in Skid Row to assist the homeless population. This work involved a complex process of coordinating Tetra Tech crews with subcontracted survey crews, City engineers, Los Angeles Sanitation Department and Los Angeles Police Department, to survey in areas occupied by homeless populations. Crews acted with professionalism and sensitivity to accomplish assignments in locations with social tensions and substantial sanitation issues.

Surveying and Mapping at Naval Air Weapons Station (NAWS) China Lake, NAVFAC SW, China Lake, CA.

Survey Technician. Responsible for creating data products as part of surveying and mapping to establish new horizontal and vertical control monuments in the areas at and surrounding the runway to provide a uniform set of horizontal and vertical values for consistency of datums for future work done within these areas. Tetra Tech prepared horizontal and vertical control map, including the basis of coordinates, benchmark, procedure of survey, vicinity map indicating monument locations, point listing, monument stamping, northing, easting, latitude, longitude, elevation, plane convergence, grid scale factor, elevation scale factor and combined factor. Also, provided concrete survey monument with bronze survey marker set above grade and stamped following Government standards. All survey research material and related documents were scanned and hyperlinked as required by NAVFAC SW.

Downtown Los Angeles Arts District Pedestrian and Cyclist Safety, City of Los Angeles Bureau of Engineering, CA.

Survey Technician. Responsible for acquisition of topographic data in support of construction for this active transportation project funded by a Caltrans ATP grant. The project area was characterized by a complex street system of very long blocks with few safe crossing locations, complicated intersections, and very limited bike facilities that created mobility challenges for residents, workers and visitors to the district. The project improvements provided pedestrian and cyclist improvements including new cycle tracks, bike lanes, bike routes, new and widened sidewalks with curb extensions, new traffic-controlled intersections, a new shared street connecting to the new Sixth Street Viaduct Arts Plaza, as well as green street elements. The goal of this Caltrans Local Assistance Program funded project was to increase the mobility and safety for non-motorized users, to achieve the regional agency's greenhouse gas reduction goals, and aid in the enhancement of the public's health.

As-Built Drawing Pump Stations, City of Los Angeles Department of Water and Power, CA.

Survey Party Chief. Responsible for executing and processing terrestrial LiDAR scans of four Los Angeles Department of Water and Power (LADWP) pump stations throughout the San Fernando Valley. This involved traditional survey to establish scanned pump stations on a state plane grid as well as layout and troubleshooting of scan acquisition, post-processing and creation of point cloud products. The purpose of this task order was to provide LADWP with accurate and current as-built drawings and equipment inventory of the existing pump stations. Services included developing survey records and performing arc flash studies of selected pump stations.

Elva Pangilinan, PE, ENV SP, CDT

OFFICE SUPPORT

Ms. Pangilinan will provide office survey support services. She has extensive and relevant experience in the design and construction of various street improvement projects, including design of bikeway and pedestrian improvements, right-of-way improvements, ADA compliant facilities, underground utilities, grading design, erosion control, and green street infrastructure projects. Mrs. Pangilinan's survey experience includes performing ground surveys and preparing legal descriptions, Records of Surveys, and plat maps. She has provided office survey support for the Natural Resources Conservation Services (NRCS) Wetland Restoration and Protection (WRP) Easement Program, as well as the Naval Facilities Engineering Command (NAVFAC) Southwest Region Sole Source A/E IDIQ Contract.

EXPERIENCE:

Vandenberg Landfill Channel, Vandenberg Air Force Base, Lompoc, CA. Design Engineer. Construction staking to define Disposal area limits. Project intent was to capture inflow and prevent erosion caused by stormwater that flowed into the base's landfill. Performed a topographic survey and extensive on-site reconnaissance to verify the conceptual plan prepared as part of the landfill closure. Conceptual design originally included an open-top concrete channel through the steepest portions of the site drainage. Redesigned the project to route stormwater underground and moved the alignment of improvement away from the steepest and most erodible sections of the existing landfill drainage. Final design included five manholes and 700-feet of storm drain.

Surveying and Mapping at Laguna Peak, Point Mugu, NAVFAC SW, Ventura, CA. Civil Engineer/Office Survey Support. Preparation of legal description exhibits and plats to acquire drainage, waterline, electrical and roadway easements. Performed a boundary survey to establish the location of the fee owned parcels and the original easements for the roadway and utilities serving the Laguna Peak secure area. A topographic survey was performed to establish the locations of the improvements made by the Navy outside of the existing easements. 43 areas were identified that needed to be added to various easements. Legal Descriptions and Exhibits were prepared for each of the areas. AutoCAD files and plats were created for integration into the Navy's Real Estate Summary Maps.

EDUCATION:

BS, Civil Engineering,
California Polytechnic State
University, San Luis Obispo,
2007

REGISTRATIONS/ CERTIFICATIONS:

Registered Professional
Engineer, California, #81113

Construction Documents
Technology (CDT) Certified

Envision™ Sustainability
Professional

YEARS OF EXPERIENCE:

15

YEARS OF WITH TETRA TECH:

15

San Francisco ADA Ramps, PG&E, San Francisco, CA. Design Engineer. Responsible for reviewing accessible ramp design, and providing civil engineering and surveying services on an as-needed basis. Through a wide variety of surveying and engineering requests, provides complete, high quality, economic solutions all while meeting PG&E's aggressive delivery schedules.

FY12-15 Boundary Surveys for NRCS Easements, Natural Resources Conservation Services, Various Locations, CA. Design Engineer. Providing office survey support for the preparation of boundary survey legal descriptions, exhibits, and GIS data for 14 separate sites in various Northern California counties. Researched and evaluated boundary record information and assisted in reviewing exhibits prepared by field crews, as well as prepared the final deliverables. Worked with other staff to create property and easement boundary legal descriptions for the project. Contracted three years consecutively by the NRCS to provide boundary surveys, legal descriptions and exhibits, and GIS data for 50 separate sites in 22 Northern California counties. Project sites range in size from 11 to 2871 acres and are mostly located in agricultural crop or grazing land. Survey work consists of performing field boundary surveys to define the parent parcel, and topographic surveys to define the WRP easement boundary. Once boundaries are defined, legal descriptions and plats are produced to accompany warranty deeds, thus creating the easements. Project final stage includes easement. Once tasks are completed, Records of Survey for the County boundaries will be filed where WRP Easement is located.

Air National Guard Installation Boundary Mapping, National Guard Bureau, Various Bases. Design Engineer. Evaluating southwestern portion of the boundary surveys and developing appropriate documentation for the bases across the US. Some contracted tasks include courthouse and facility records research, and field reconnaissance. Required to field tie property and controlling corners to geodetic coordinates.

Additional tasks include data reduction, boundary resolution, calculations, mapping and setting final corner monuments for the subject properties. Of particular importance to the ANG is the organization of record information, along with the conversion and/or cataloging of that information and the established boundary in GIS for use with SDSFIE 3.0, as mandated by the Air Force. Responsible for helping the ANG develop a standard operating procedure so that personnel can better manage their GIS records keeping, as the real property boundaries associated with their various facilities and assets change in the future.

Control Network Establishment Survey Naval Air Station (NAS) Fallon, NAVFAC SW, Fallon, NV. Civil Engineer and Office Survey Support. Responsible for the overall map and datasheets associated with the establishment of new horizontal and vertical control monuments and new values to existing control monuments. Set new monuments at key locations to provide indivisibility and convenience of location for future construction projects. Deliverables included an overall map for Fallon's Engineering and GIS Department to show graphically the establishment of the points and their locations, datasheets showing photos of the monuments, a sketch of location, and coordinates of the points for use by installation personnel and distribution to contractors.

Topographic Mapping and Site Survey for P-327 F-35C Operational Training Facility, Naval Air Station Lemoore, NAVFAC SW, Lemoore, CA. Civil Engineer and Office Survey Support. Responsible for providing internal QA/QC support for the topographic mapping and location of underground utilities in support of future construction of the FY15 F-35C Joint Strike Fighter Operational Training Facility. Internal QA/QC support included verifying compliance with the NAVFAC SW CAD Standards, legibility, and completeness of the deliverables.

Craig Ziel, PE, QSD/P

OFFICE SUPPORT

Mr. Ziel will provide office survey support service. His experience involves the planning, analysis, and design for residential, commercial, and municipal development projects. His proficiency includes the design and preparation of construction documents for sewer, water, and storm drains, as well as improvement plans for the geometric design of roads, highways, bike paths and parking areas. He also has sufficient experience preparing grading and drainage plans for roads, mass grading, finish grading, and grading for Low Impact Development (LID) projects. Mr. Ziel understands the unique characteristics of every site and employs a variety of design techniques including AutoDesk's Civil 3D, as well as various hydraulic/hydrologic analysis software programs. This approach allows him to analyze the interaction of utilities, grading, and drainage during the design process and develop innovative and dynamic solutions for every project.

EXPERIENCE:

San Francisco ADA Ramps, PG&E, San Francisco, CA. Project Engineer. Responsible for providing civil engineering and surveying services. Currently designed more than 300 ADA-compliant curb ramps in the city of San Francisco. Additional services provided under this on-call contract include topographic mapping of routes for electrical transmission and gas lines both from the ground and air. Product deliverables include CAD base mapping, classified LiDAR point clouds, Orthophotogrammetry and annotated HD video, construction staking of new electrical transmission facilities, compilation of as-built and atlas drawings together with underground utility location services, 3-D scanning of High Pressure Gas Transmission Lines for recoat and structural support modification, deformation surveys and analysis for bluffs near Diablo Canyon Nuclear Power Plant, and boundary surveys (with legal descriptions and exhibits) for the acquisition Transmission Line right-of-way.

Oceano Airport (L52) Campground, Parking and Utility Relocation Design, Mead and Hunt for County of San Luis Obispo, CA. Senior Civil Engineer. Renovation of portions of the airport. Repaving and striping of the parking lot, installation of new portable buildings and rejuvenation of the airfield adjacent campground. Land survey support and utility design. Survey of the sites included the ground

EDUCATION:

BS, BioResource and Agricultural Engineering, California Polytechnic State University, San Luis Obispo, 2006

REGISTRATIONS/ CERTIFICATIONS:

Registered Professional Engineer, California, #73743

Qualified SWPPP Developer/Practitioner, QSD/QSP, #23344

PROFESSIONAL AFFILIATIONS:

American Society of Civil Engineers

YEARS OF EXPERIENCE:

14

YEARS OF WITH TETRA TECH:

10

surface, any man-made features, fences, buildings, cross sections of roadways, pavement markings, signage and surface evidences of utilities and the creation of a base file drawing for all the different design disciplines associated with the project to use. To facilitate the installation of the new portable buildings, a future wash rack, and the renovated campground designs for water, sewer and underground electrical were provided. Because the project includes the repaving and striping of the existing parking lot, projecting future projects onto the underground utility design was critical, so the newly renovated parking lot would not need to be trenched through in the foreseeable future.

Final Engineering Services for Margarita Tract 2428, Midland Pacific Homes, San Luis Obispo, CA. Project Engineer. Responsible for providing final engineering design services for this 180-lot residential development. The improvement plans for Tract 2428 include the design of roads, sewer, water, and storm drain facilities. Hydrology/hydraulic studies were performed to support the on-site improvements. AutoCAD Civil 3D's Hydraflow Hydrographs was used to determine on- and off-site runoff flow rates and Hydroflow Storm Sewers was used to analyze the storm drain network. 100-year water surface elevations were determined for the existing drainage courses using HEC-RAS to verify that pads are set well above the flood elevation. Survey services provided involved the preparation of the final map, and will include setting monuments and property corners throughout the project area.

Huasna Tract 3045, Coastal Community Builders, Arroyo Grande, CA. Project Engineer. Responsible for preparing grading, drainage and improvement plans for this 12-lot residential hillside development. The improvement plans for Tract 3045 included the horizontal and vertical layout of roads and infrastructure including storm drain and sewer. Survey services included the preparation of the final map, property corner monument setting, and construction staking.

Boundary Surveys for NRCS Easements, Natural Resources Conservation Services, CA. Project Engineer. Boundary survey legal descriptions for the NRCS Wetland Restoration and Protection Easement Program. The survey work consisted of performing field boundary surveys to define the parent parcel, and topographic surveys to define the WRP easement boundary. Once boundaries were defined, legal descriptions and plats were produced to accompany warranty deeds, thus creating easements. Project final stage included monumenting the angle points of the easement. Installed easement witness posts at 500-foot intervals along the boundary of the easement and filed Records of Survey for the County boundaries where WRP Easement is located.

Main Gate, Tucson Air National Guard, Tucson, AZ. Project Engineer. Utility and site layout plans for the design of a new main gate entry. Engineering effort included site visits, directing sub consultants for site surveys, geotechnical investigations, and traffic studies. Public street improvements include additional turn lanes, median turn lane lengthening, and street light relocations based on traffic studies and City of Tucson directions. The main gate facility improvements include the geometric design of the facility to accommodate vehicle queuing for vehicle inspection, and active/passive measure to prevent unauthorized vehicle breaches through the gate-controlled facility. Other site improvement included the design of a Class 1 bikeway through the controlled gate, storm water quality and quantity control basin, and support utilities for the main gate facilities

Kyle Streeter, LSIT

FIELD SUPPORT

Mr. Streeter will provide field survey support services. He is a survey technician with experience working on both small and large residential, commercial, municipal and federal projects. Mr. Streeter's surveying experience includes performing boundary, topographic, as-built, construction staking, and aerial photogrammetric surveys throughout California. He is experienced in operating multiple types of data gathering equipment such as total stations, digital levels, scanning devices and Unmanned Aerial Vehicles (UAVs). Mr. Streeter is also experienced in processing traditional survey data, as well as photogrammetric and scanning data. He has worked on boundary and legal projects which include research of chain of title information, historical boundary information and interoperating legal descriptions.

EXPERIENCE:

R-1200 Gas Line Replacement Survey, PG&E, Palo Alto, CA. Survey Technician. Performing field surveys of site conditions and utilities as well as drafting and helping creating site plans for the support of a PG&E emergency gas line replacement. Mobilized survey and mobile LiDAR crews and coordinated subcontractors to provide data in highly utilized corridors of Palo Alto. Tight and dynamic emergency schedule posed extensive logistical challenges including short-notice night and weekend work and road closures in coordination with local county and city jurisdictions, local and state law enforcement, utility subcontractors, traffic control and construction crews and facilitated data QC and delivery to design engineers. Succeeded in delivering 3-dimensional infrastructure and right-of-way products and staked replacement line locations ahead of construction crews.

Monumentation Preservation, PG&E, San Francisco, CA. Survey Technician. Field work tying out survey monuments that needed to be protects as well as drafting, compiling, and submitting corner records to the City of San Francisco. PG&E selected Tetra Tech to provide Survey Monument Preservation Services for ongoing city-wide design and construction projects. Contract was issued as a blanket purchase order to streamline requests for between 1 and 15 monuments at a time. Projects involve perpetuating locations for City and County of San Francisco (CCSF) Monuments that fall within 20 feet of construction zones. Supports PG&E in meeting stringent CCSF protocols for accuracy and timely submission of corner record documentation. Conducted monument surveys and tracks survey

EDUCATION:

BS, Geomatics Engineering,
California State University
Fresno, 2017

REGISTRATIONS/ CERTIFICATIONS:

Licensed Surveyor In
Training, March 27, 2019

Part 107A Remote Pilot
Certificate, #4274106

PROFESSIONAL AFFILIATIONS:

California Land Survey
Association (CLSA)

American Society for
Photogrammetry and
Remote Sensing

YEARS OF EXPERIENCE:

5

YEARS OF WITH TETRA TECH:

4

dates, document submission, construction schedules for post construction verification of monument condition and post-construction corner record submittals for CCSF.

Skid Row Neighborhood Survey, City of Los Angeles Bureau of Engineering, Los Angeles, CA.

Survey Technician and Drafter. Responsible for preparing existing site and topographic drawings which were then incorporated into civil sheet sets to be delivered to the city. Tetra Tech surveyed 13 intersections in coordination with the Bureau of Engineering and Sanitation as well as the Los Angeles Police Department and subcontractors. Survey logistics were complex while as many as 3 Tetra Tech crews followed Bureau of Sanitation personnel and police officers as they facilitated the temporary closure of locations used by homeless residents. Crews focused on conducting accurate and complete surveys with special attention to crew and public safety and sensitivity to homeless residents in the vicinity. Deliverables were created to meet the City's standards and guidelines and for direct use and import by the City's design staff.

San Francisco ADA Ramps, PG&E, San Francisco, CA.

Survey Technician and Design Engineer. Responsible for field survey preparation, field survey data collection, survey data processing, base file creation, right of way determination, ADA ramp design, and final civil ramp sheet creation. This work order supports the ongoing work that PG&E is undertaking in the City of San Francisco where they intend to repair and replace all of the existing medium pressure natural gas infrastructure. The City of San Francisco has a master plan of all American with Disabilities Act (ADA) intersection ramp improvements, and has required that PG&E upgrade the intersections that are affected by the natural gas line construction work to insure they are ADA compliant.

Paso Robles Interconnect, PG&E, Paso Robles, CA. Survey Technician and Office Survey Drafting Support. Responsible for providing assistive

services in regard to surveying and mapping to prepare base topographic mapping for approximately 30 miles of future PG&E electric transmission line alignment to connect to a proposed PG&E Substation. Tetra Tech began the project by creating a control network and LiDAR mapping current and potential routes. PG&E used the mapping to narrow down some of the options and Tetra Tech is performing the research and field work necessary to create the Land Net base of property and franchise lines along the proposed routes.

JB Latham Treatment Plant Hydraulic Modeling Survey, South Orange County Wastewater Authority, Dana Point, CA.

Survey Technician. Responsible for performing field and office survey services in support of a hydraulic modeling study. Tetra Tech's survey team provided elevations on the approximately 30 top of concrete/top of wier (TOC/TOW) points and 28 water surface elevation WSE points. We performed a traverse using a robotic total station. The traverse was closed and balanced through a network consisting of temporary project control and SOCWA survey control used for previous projects. These new project control points were occupied with the robotic total station, and observations on the TOC/TOW points made to establish their elevations. Finally, a measure down was made from each TOC/TOW point to establish the adjacent water surface elevation (WSE). The team noted the date and time of each WSE observation and attributed the results into a data table for the project. Careful planning of the WSE observations allowed for them to be made on the same day. Tetra Tech post processed and adjusted the networks, and reviewed the survey for errors. We then prepared a brief report describing the survey process, equipment, and findings.

James Scheuermann, EIT

FIELD SUPPORT

Mr. Scheuermann will provide field survey support services. He is experienced in both civil engineering and land surveying efforts that support the completion of federal, municipal, commercial, and residential projects. His survey experience includes performing boundary, topographic, construction staking, and aerial photogrammetry control surveys. Mr. Scheuermann is competent in utilizing various survey data collection techniques to capture existing site conditions that he can proficiently process and constrain to a project control network. He has successfully produced numerous survey-related documents that include record of surveys, legal descriptions, topographic site plans, boundary maps, and easement exhibits. Mr. Scheuermann can successfully research, gather, and organize the appropriate materials and equipment needed to perform a variety of field survey projects.

EXPERIENCE:

DC Tillman Water Reclamation Plant, Parcel Grant Renewal, City of Los Angeles, Bureau of Engineering, Los Angeles, CA. Survey Technician. Performing preliminary research to obtain record maps and accompanying historical survey maps. Led field survey effort to capture site features that delineate the boundary of 11 parcels leased out to the water reclamation plant. Bureau of Sanitation needed legal descriptions and exhibits to be included with their lease from the USACE of the lands occupied by the DC Tillman Water Reclamation Plant. On-call for engineering services included surveying with LASAN and contracted to support staff in completing the lease documents. Performed as-built survey of improvements, as well as a cadastral and geodetic control survey of the exterior of the facility, of various roads and pipelines serving the facility and the real property boundaries. Tetra Tech prepared 11 legal descriptions and exhibits for recordation with the County Recorder's Office were prepared per USACE standards.

Survey Monumentation Preservation, PG&E, San Francisco, CA. Survey Technician. Supporting the field staff in diligent efforts to preserve survey monuments prior to PG&E construction activities. Organized office production of deliverables associated with pre- and post-construction monument preservation tasks. Survey monument preservation services for ongoing city-wide design and construction projects in San Francisco. Projects involve perpetuating condition and post-construction corner record submittals for CCSF.

EDUCATION:

BS, Civil Engineering,
California Polytechnic State
University San Luis Obispo,
2018

REGISTRATIONS/ CERTIFICATIONS:

Engineer-in-Training, 2018

PROFESSIONAL AFFILIATIONS:

California Land Survey
Association

American Society for
Photogrammetry and
Remote Sensing

YEARS OF EXPERIENCE:

5

YEARS OF WITH TETRA TECH:

4

Skid Row Neighborhood Survey, City of Los Angeles Bureau of Engineering, Los Angeles, CA.

Survey Technician. Responsible for providing land surveying services both in the field and office. In the field he helped coordinate with the city sanitation crews and the LA police department to complete full as-built surveys of multiple intersections. In the office he helped with data processing and planimetric drafting. The City of Los Angeles selected Tetra Tech to provide surveying and construction staking services for mobility improvements in the Skid Row Neighborhood, Los Angeles, California. Tetra Tech surveyed 13 intersections in coordination with the Bureaus of Engineering and Sanitation as well as the Los Angeles Police Department and subcontractors. Survey logistics were complex while as many as three Tetra Tech crews followed Bureau of Sanitation personnel and police officers as they facilitated the temporary closure of locations used by homeless residents. Crews focused on conducting accurate and complete surveys with special attention to crew and public safety and sensitivity to homeless residents in the vicinity. Deliverables were created to meet the City's standards and guidelines and for direct use and import by the City's design staff.

DTLA Arts District Pedestrian and Cyclist Safety Active Transportation Project, City of Los Angeles, Los Angeles, CA.

Survey Technician. Performing field survey services as well as providing planimetric mapping and civil design services for this active transportation project. ATP 3 Project provides pedestrian and cyclist improvements including new cycle tracks, bike lanes, bike routes, new and widened sidewalks with curb extensions, new traffic-controlled intersections, a new shared street connecting to the new Sixth Street Viaduct Arts Plaza, as well as green street elements. The goal of these two Caltrans Local Assistance Program funded projects is to increase mobility and safety for non-motorized users to achieve the regional agency's greenhouse gas reduction goals, and aid in the enhancement of the public's health.

JB Latham Treatment Plant Hydraulic Modeling Survey, South Orange County Wastewater Authority, Dana Point, CA.

Survey Technician. Responsible for performing field and office survey services in support of a hydraulic modeling study at J.B. Latham Treatment Plant. Tetra Tech's survey team provided elevations on the approximately 30 top of concrete/top of wier (TOC/TOW) points and 28 water surface elevation WSE points. We performed a traverse using a robotic total station. The traverse was closed and balanced through a network consisting of temporary project control and SOCWA survey control used for previous projects. These new project control points were occupied with the robotic total station, and observations on the TOC/TOW points made to establish their elevations. Finally, a measure down was made from each TOC/TOW point to establish the adjacent water surface elevation (WSE). The team noted the date and time of each WSE observation and attributed the results into a data table for the project. Careful planning of the WSE observations allowed for them to be made on the same day. Tetra Tech post processed and adjusted the networks, and reviewed the survey for errors. We then prepared a brief report describing the survey process, equipment, and findings.

Templeton to Atascadero Connector, County of San Luis Obispo, Templeton, CA.

Survey Technician. Responsible for performing aerial survey of the project site using an unmanned aerial vehicle (UAV). In addition to the UAV survey, Mr. Streeter used traditional total station and GPS instruments to fill in supplemental data on spots that could not be acquired or seen from the aerial survey. Mr. Streeter was also responsible for processing the survey data, creating surfaces, planimetric mapping and setting up civil plan sheets. The ultimate goal of the pathway network is to provide connectivity between Templeton and Atascadero, facilitating safe and attractive transportation between these two towns and encouraging alternative transportation modes.

5. Statement of Work

A. SCOPE OF WORK

The Tetra Tech team has extensive experience working on a wide range of public works projects for various agencies throughout California, including the County of Santa Barbara. Our expert surveyors use the latest in ground survey equipment to perform topographic, boundary, right-of-way, ALTA, GIS data collection, and control network surveys. All survey work is performed under the supervision of a Professional Land Surveyor, licensed in California.

Boundary Surveys

Boundary Surveying, including property line and corner establishment is the cornerstone of the Survey Profession, and Tetra Tech has a team of distinguished Licensed Land Surveyors with expertise in researching, analyzing and retracing land rights for fee owned, ground lease and easement interests. Our surveyors are experts that apply their knowledge both in the office and in the field. We are equally versed in the retracement of historic rural boundary surveys and modern urban boundaries with solutions that are rooted in law that will stand the test of scrutiny and litigation. Tetra Tech's team of surveyors are experts in boundary resolution and take pride in our ability to put together clean, concise mapping that best displays the methods and reasoning behind our boundary determination. Many of our surveyors have worked in both preparation of different maps, as well as agency review of maps and bring a unique perspective that allows for complete mapping products to be created quickly with an eye toward clarity in the review process.

Topographic Surveys

Tetra Tech uses GPS, robotic total stations, terrestrial and mobile scanners, UAV LiDAR systems, and integrated surveying techniques to quickly and efficiently capture topographic features needed for design. The strong engineering and design influence at Tetra Tech allows our surveyors to better determine exactly what information is needed to facilitate design, creation of maps, and of 3-D terrain models. Ground surveyed topographic data can be combined with aerial-acquired photogrammetric data, as well as either terrestrial or aerial LiDAR data. Tetra Tech's Land Survey Group and Geomatics Group work closely to use remote collected data and produce seamless deliverables that maximize both accuracy and efficiency.

Our licensed surveyors can assist the County with all surveying and mapping needs, including the following:

- Property Line Retracement
- Property Corner Establishment
- Boundary Surveys
- Subdivision Mapping
- Lot Line Adjustments
- Parcel Validity
- Certificates of Compliance
- Mergers
- Easement Preparation
- Traffic Accident Surveys
- ALTA Surveys
- Topographic Surveying
- FEMA Elevation Certificates
- Right-of-Way Research and Mapping
- Horizontal and Vertical Control Surveys
- Construction Staking
- Monument Preservation
- Lot Line Adjustments
- Tract Map and Final Map Review



Horizontal and Vertical Control Surveys

Tetra Tech understands that precise control networks are the backbone of a survey project and create a stable jumping off point for future survey projects. A dependable control network is crucial to allow data from multiple sources and surveys to be merged together seamlessly. For many of our surveys we depend on control networks previously established by others; consequently, we put intention into planning and execution of our control surveys, knowing that others will perform surveys that depend on our work.

Following FGCS, Caltrans, and any other City or County guidelines, Tetra Tech can perform GPS (GNSS) observations, closed loop optical traverses, or level loops as needed to acquire positional data for each control point. Based on survey requirements we will perform either a fully constrained or minimally constrained adjustment using Trimble Business Center or StarNet. Tetra Tech can prepare reports and plats showing control points with their final coordinates, the details of the survey procedure, and details and other specifications of the adjustment performed. Horizontal coordinates will be reported in reference to the North American



Tetra Tech has preserved more than 120 monuments in the City of San Francisco through the Pacific Gas & Electric Monument Preservation Program.

Datum of 1983, California State Plane Zone 5, and elevations referenced to the North American Vertical Datum 1988. Other deliverables often include maps suitable for recording and datasheets for distribution to other eventual users of the network.

Subdivision Mapping and Recorded Documents

Tetra Tech brings a great deal of mapping experience to this on-call contract that includes preparation of Records of Survey, Corner Records, Subdivision Maps, legal descriptions and exhibits, and other client and project specific exhibits and plats. Tetra Tech's team of surveyors are experts in boundary resolution and pride ourselves on our ability to put together clean, concise mapping that best displays the methods and reasoning behind our boundary determination. Many of our surveyors have worked in both preparation of different maps, as well as agency review of maps and bring a unique perspective that allows for complete mapping products to be created quickly with an eye toward clarity in the review process.

Our surveyors can assist with preparing the legal descriptions and exhibit maps for temporary and permanent easements and other types of conveyances. Tetra Tech staff pride ourselves in crafting legal descriptions that are clear and easy to follow and contain the important bounding calls to alleviate future gaps, overlaps, and misinterpretation.

Tetra Tech regularly prepares other types of maps, plats and exhibits specific to projects and clients. Our surveyors can work with the County on a project level to determine the electronic and paper mapping products and specifics that will best suit each project's needs.

Map Checking

Tetra Tech uses a thorough and systematic process for reviewing our own deliverables before they leave our offices. This same process of review can

be easily applied to contract Map Checking for the County. Tetra Tech has experience applying County and State Codes and checklists to our review process and can quickly and economically review maps at the request of the County. All map reviews are performed by senior staff that have significant experience in boundary survey, land division, and map preparation.

Right of Way Research and Mapping

Our diverse team of engineers and surveyors can help the County and a project team to determine a project's right-of-way requirements based on project limits and needs. Property lines will be established from the tract maps, parcel maps and deeds, and preliminary Title Reports or Litigation Guarantees. Tetra Tech has experience performing chain of title work needed to understand complex boundaries. Additionally, Tetra Tech has worked on mapping and establishment of prescriptive right-of- ways where no other background or documentation exists. A right-of-way constraints map that shows results of the survey and boundary analysis and the approved right-of-way acquisition will be prepared. The right-of-way constraints map can be used by the County and appraisers to illustrate the type and location of property to be acquired from each parcel, temporary and permanent easement that may be required. Tetra Tech will file, as required by the Professional Land Surveyors Act, the appropriate record of survey or corner record documents for any survey project meeting the requirements of the Act.

Construction Staking

Through the use of robotic total stations or RTK GPS, we can quickly and accurately locate and stake fixed points whether it is for construction purposes or for client/owner approval. Tetra Tech uses the latest technology for route corridor and slope staking. As a full service design firm, Tetra Tech has engineers and other design professionals supporting our surveyors. This can often provide great value as conflicts or issues in the design

process, particularly those resulting from many different consultants being involved, can be better flushed out and solutions proposed. During and after construction, we can provide certifications for the horizontal and vertical location of items, such as footings, slabs, anchor bolts, and other elements whose precise location is critical to construction. Tetra Tech can also provide monitoring of structures and existing grades adjacent to excavation and other construction activities. At the completion of construction we can provide as-constructed verification surveys.

Monument Preservation

As licensed land surveyors that perform significant amounts of land boundary work, Tetra Tech's surveyors have a great interest in and reverence for the preservation of survey monuments. Our survey crews can be ready to mobilize within 24 hours or less notice if emergency repairs or construction necessitate tie-out and removal of a survey monument. Tetra Tech also believes in a proactive approach to monument preservation and welcomes the opportunity to work with the County on their Survey Monument Preservation Program. Tetra Tech has extensive experience providing monument tie-outs prior to construction as part of engineering projects, as well as resetting disturbed monuments after construction has been completed. Tetra Tech can work with the County to provide field notes, corner records, and raw survey data as necessary to facilitate development in Santa Barbara. We have extensive experience in the retracement of PLSS boundaries, Rancho Lands, riparian boundaries, and other historic surveys and land divisions, as well as monumenting and mapping these boundaries to preserve their locations on the ground.

FEMA Certifications

Tetra Tech has prepared Elevation Certification as necessary to help prove structures that may have been mapped by FEMA inside a flood zone are in fact at an elevation where they are not within the hazard zone. These can be prepared for individual

properties and structures. In cases where a larger area needs to be mapped outside of the flood zone, or other requirements necessitate changes to the FEMA flood map, Tetra Tech can prepare a Letter of Map Revision application to have areas reclassified.

ALTA

With significant standardization, ALTA surveys represent a unique blend of topographic surveying, boundary surveying, and map/deed research. These visual representations of encumbrances, both physical and from land title, along with select other property factors are a key piece of information when making decisions on property acquisition and lending. Tetra Tech's survey groups have worked hard to standardize our deliverables and templates for these surveys, allowing our local surveyors to quickly and effectively create them.

Route Surveying

Route surveying combines many of the other facets of surveying, including topographic surveying, right-of-way engineering, title research and boundary surveys, control networks, and construction surveying. Tetra Tech surveyors have ample experience working on projects that combine all of these elements. Our team has the right knowledge and equipment necessary to take projects from concept and alignment selection, to final as-constructed surveys and monumentation.



Tetra Tech has an array of emerging technologies that can be used on existing corridors, including aerial, vehicle mounted, and stationary terrestrial LiDAR scanning. Using these technologies, vast amounts of data can be provided allowing road, rail, pipe, transmission line, and other corridor designs to be streamlined to fit existing conditions, resulting in far fewer trips to the field.

Aerial Surveying

UAS Photogrammetry

Our team uses both, fixed wing and multi-rotor platforms for UAS applications. Mission planning and management are essential components of data acquisition. Flying projects with the right type of platform, sensor, and flight altitude means the client will receive quality data. Safety is another of our team's priorities; we maintain a zero incident record. Tetra Tech staff includes FAA Part 107 experienced and licensed UAS pilots to perform these surveys. Additionally, Tetra Tech has corporate policies and procedures to maintain safety with UAS usage and carries the appropriate insurance for each of our UAS systems.

Tetra Tech has significant experience acquiring imagery and remotely-sensed data sets. Using UAS platforms, we can leverage this technology to reduce time spent collecting ground survey data for large areas, collect higher resolution data and oblique data with lower altitude flights, and



UAV Surveying with the Matrice 300

provide real-time data capture and on-the-fly processing for quick turn-around projects. We are able to acquire imagery beneath fog or low clouds using low altitude flights, not possible with traditional airborne acquisition methods.

Typical products include a digital surface model derived from a correlated point cloud and an orthomosaic. We have derived planimetric vector data directly from stereo UAS imagery. Typical applications include landfills, cliff sites, and landslides. Additional products include 3-D animations and visualizations for presentations.

Photogrammetry and Aerial LiDAR

Tetra Tech offers a full suite of services for photogrammetric mapping and airborne LiDAR. Products include planimetric mapping at various scales, topographic mapping, engineering scale contour maps, digital elevation models, and orthoimagery. These products support a wide range of clients in government agencies, land surveying, civil and environmental engineering, utilities, floodplain management, and infrastructure related industries. Our portfolio includes hundreds of California projects ranging from a few stereo models, to about 20,000 digital images. Our ASPRS-certified photogrammetrists, remote sensing, and LiDAR analysts possess more than a century of collective industry experience with mapping projects. We use a variety of sensor systems, including LiDAR sensors and film and digital cameras. Platforms include fixed wing aircraft, helicopters, and UAS, often integrating orthoimagery, planimetric mapping, and topographic LiDAR in one project.

Planimetric and Topographic Mapping

Our team uses stereo compilation to collect engineering scale maps. We compile into CAD systems and also deliver datasets in various GIS formats. In addition to manual compilation we apply, for example, automatic terrain extraction algorithms, followed by manual QC and edit.

Orthophotography

Our team has extensive experience producing high quality orthoimagery that can be used as a base-map. The orthorectification is based on a digital elevation model that can be derived from stereo compilation, automatic terrain extraction, or LiDAR classification. Individual orthoimagery are radiometrically balanced across the project area and mosaicked together along seamlines. Seamlines are generated automatically and will always be inspected and possibly edited manually. Elevated structures such as bridges are corrected to remove distortions. The resulting image mosaic is output into manageable image tiles. The final delivery can be true color RGB, color infrared (CIR), or 4 band (RGBI). Typical image formats for delivery include geotiff or compressed MrSid format.

Additional Aerial Services

In addition to our standard aerial services, Tetra Tech can offer services such as hyperspectral mapping or thermal mapping.

Hydrographic and Bathymetric Surveying

Tetra Tech has the proven capability to design, integrate, conduct, and document complex hydrographic, geophysical, and oceanographic surveys, using the technologies and sensors best suited to the task, with precision navigation and positioning in any environment. Our in-house staff, with data collection and data processing/analysis expertise, employ state-of-the art hardware and software systems. We have expertise in all phases of acquisition, processing, analysis, interpretation, and presentation of data for a broad range of marine studies in water depths ranging from 1 to 5,000 meters. Tetra Tech has unequaled expertise in the collection and manipulation of bathymetric survey data to provide 2-D and 3-D mapping. A full range of visualization, data editing, and analysis tools are available in-house to process, validate, and present survey data. Tetra Tech's staff includes ACSM – THSOA Certified Hydrographers to verify all surveys.

Mobile Mapping

Tetra Tech will use our RIEGL VUX2-HA LiDAR and Applanix AP60 IMU system. With 2 million measurements and 500 scan lines per second, this turnkey solution is ideally suited for survey grade mobile mapping applications. This industry leading platform allows for simultaneous LiDAR and 360-degree imagery to be collected in unison while driving the posted speeds of the roadway. Mobile scanning provides a safer environment for the field survey team during data collection, minimizing exposure to hazardous conditions along the roadway. After collection is completed, feature extraction is then performed in the office. Other Tetra Tech clients, including state departments of transportation and local municipalities, are moving to the use of LiDAR-based (remote sensing laser technology) data acquisition, where safety concerns are substantial. Tetra Tech mobile mapping offers the most current LiDAR technologies to quickly capture precise data in large volumes without compromising safety.



RIEGL VMX-2HA High Speed, High Performance Dual Scanner Mobile Mapping System

Over the past 20 years, Tetra Tech has collected more than a half million miles of roadway condition, inventory and engineering design data for federal and local governments, municipalities, utility providers and private clients. There are many aspects of a municipal data collection that makes its successful completion a complex undertaking.

These aspects include the climate, the size of the network, the challenging GPS environment in urban canyons and mountainous and forested regions, traffic volumes and parked vehicles in urban areas, the volume of collected and managed data, and the specific accuracy requirements of the data collection components. Tetra Tech has repeatedly and successfully completed data collection programs, with increasing technological and accuracy requirements while demonstrating the ability and commitment to deliver data collection services on time and on budget to meet all of our clients' requirements.

Transportation Infrastructure / Roadway Design

The industry-leading Tetra Tech solution for infrastructure design allows for a high-precision, design-grade data collection being obtained at one million points per second. This allows for significant time savings and increased safety for both project team and the general public compared to traditional data collection methods.

Asset Collection

Using the latest advanced imaging technology, Tetra Tech's mobile asset collection expedites field data collection and imaging and data processing, resulting in reduced project timelines. Our highly qualified and dedicated team will work with you every step of the way to verify all of the data needed is formatted for your needs.

B. UNDERSTANDING OF PROJECT DELIVERABLES

Tetra Tech understands there are a variety of deliverables expected by the County, but that there are many consistent elements to these deliverables. At the onset of this contract, and at the kick-off of each individual project, the Tetra Tech Project Manager will put together a work plan that includes the required information and elements for the deliverables for a particular project. Acting in the capacity of an on-call surveyor for the County, we understand it is critical for our deliverables to meet the standards, conventions, and formats expected and currently used by the County.

Schematic Drawings: As requested in the RFP, schematic drawings for control with coordinates and elevations, record information, and notes about establishment will be provided. As requested, these will be signed and stamped by a Licensed Land Surveyor.

Records Research: Tetra Tech regularly provides records research for projects. Thorough organization of records is critical for current project understanding and future reviews. For most records research we prefer to create an information table with hyperlinks to individual maps and documents. The table includes pertinent information like recording date, grantor/grantee, township and/section, along with notes from each document review. This allows the table to be sorted in a variety of ways to more quickly understand how pertinent documents can be used.

Field Survey Notes: Field notes and information from the field other than survey data, can be critical portion of the project. In addition to through field notes, survey crews are expected to take careful photos and describing notes of site and monument features.

Raw Point Data: All raw data for each survey day on a project is downloaded and kept organized by date. Even on projects where a .csv of control is

sufficient, raw data files including job files, static GPS files and leveling files are kept and will be provided.

Topographic Mapping Data: Although we are able to deliver and work in a variety of software platforms, AutoCAD civil 3d is our preferred software both internally and as a deliverable. At the onset of the contract, Tetra Tech will work with the County to understand the needed drafting standards including layers, line types, symbols and templates. As new a different projects are assigned, we will continue to check back at the onset of the project to understand the CAD requirements to ensure that we are providing a product that the County expects.

Data and Reports: As needed reports, memos or other narratives can be provided. These are often applicable to unusual or more complicated projects. The content of these will be discussed with the County at the onset of the project to ensure that the final product meets the needs and expectations.

Record Maps: As required for project, Tetra Tech will create maps that meet the State and County Standards suitable for recording. These could include Records of Survey, Subdivision Maps, or Corner Records.

Record Documents: Legal Descriptions and Exhibits describing and depicting boundaries will be prepared for use in acquisition of real property or less than fee conveyances. These will meet the standards and requirements of the County and include information to make the definite and defensible.

Other Deliverables: Tetra Tech's survey group has a variety of clients, both in an internal support sense and as external clients. We often work on projects with rigid, codified deliverables that are themselves a final product. We also support on projects where deliverables are more fluid and

are just a piece of a larger project. Tetra Tech's survey group is familiar with tailoring deliverables to projects and scaling deliverables as needed. An example of this is to LiDAR scan a large project area, but then only extract mapping for a smaller area of concern. As designers need additional information, that can be extracted, so that the level of effort is contained to what is needed for the project. We look forward to opportunities to work with the County on a project by project basis to create deliverables that complete and efficiently structured to towards the project needs.

C. COST CONTROL

Tetra Tech's cost control and budgeting methodology is presented in our Project Management Procedures detailed in Section 4 Organization and Approach. Our project management plan addresses the overall project budget, the budget for each task, and anticipated billings. By coordinating schedule and budget as the project progresses, the project manager can easily monitor the billings versus the budget to keep the project on track. In addition, our management team maintains an overview of each project to prevent unforeseen issues that may create additional costs.

Project Manager Portal

Tetra Tech has developed custom project management tools to help control costs from the big picture level to the granular level per hour billed. Each project manager has a PM Portal with a dashboard that shows a snapshot of all project performance. Custom reports include work breakdown structures, staff billing reports, weekly project transaction reports, and accounts receivable reports.

Proactive Communication

Controlling costs also requires proactive coordination to get it right the first time and avoid costly redesigns. Our design team will engage with the County to proactively coordinate

progress. Focusing on inter-discipline coordination, communicating questions, and using experienced staff helps cost control.

Utilize Technical Oversight

Our team's vast national resources enable us to provide expert technical development and review of each project as well as allow independent oversight. Checking quality at intermediate stages helps avoid time-consuming changes later in the design.

Computer-Based Accounting System

We enhance our project management plan by using our Oracle-based accounting system, Tetra Linx. The Tetra Linx system links directly to employee time sheets and updates billing information weekly. This electronic system reduces delays in providing the project manager with budget information. Staff enter timesheets every Friday and on Monday morning the project manager receives an automated Project Summary Report by email showing the budget used since the last invoice and the budget remaining. Tetra Tech also uses a Portfolio Review Workbook, supplying the Project Manager with a dashboard of all project performance metrics.

Quarterly Project Reviews

Cost control relies on actively monitoring and assessing projects. Tetra Tech requires quarterly reviews of all projects by our operations managers. Projects over \$100,000 budgets get more in-depth reviews and go through our Project Evaluation & Estimate at Completion (PEEAC) review process. Project managers update the project cost price model by meeting with lead design engineers from each discipline and updating their estimates to complete the project. The Project Manager then compares those estimates to the remaining budget and implements corrective actions if the effort is projected to exceed the budget. We evaluate the project for risks, health and safety, schedule delays, and subcontractor performance issues.

Tetra Tech's risk management procedures are described in further detail below.

Cost Price Model

Cost control begins with establishing a realistic budget. Tetra Tech's experienced project managers and lead design engineers use our vast catalog of similar projects as a basis for developing project budgets. Lead design engineers create staffing plans and estimate hours per project milestone or deliverable.

The project manager uses our custom pricing tool, the Cost Price Model, to create the overall pricing plan with all direct and indirect costs, employee billing rates, overhead rates, and multipliers. The Cost Price Model generates a project labor plan and pricing plan. This tool follows the project from inception to close out and is updated quarterly for project reviews.

RISK MANAGEMENT PROCEDURES

The detail and complexity of the Risk Management Plan (RMP) implemented on a project may vary, but the fundamental processes involved in establishing and implementing a plan are the same. By following this process our Project Manager will be able to establish and implement an effective RMP for each project assigned under this contract. The process contains 4 major elements:

1. Risk Identification: Tetra Tech will invest appropriate and adequate effort in Risk Identification so that we have identified all significant risks that may impact your project. The size and complexity of the project will dictate the rigor with which to approach this phase. Small, simple projects will likely have fewer challenges, but due diligence should be given nonetheless.

Brainstorming with team members and outside resources is one technique that will be used to identify risks. The potential risks will be captured in a "Risk Register" for analysis, planning, and monitoring purposes.

2. Risk Analysis: Having identified the range of risks, we will consider which are the most serious to determine where to focus attention and resources. We will need to understand both their probability and impact. To determine the most important risks to monitor and control, we will perform a qualitative risk analysis and, if warranted by project size and complexity, we will perform a quantitative risk analysis. In performing the qualitative analysis, we will determine probability and impact.

3. Risk Response Planning: As part of the project risk register, we will determine and record the control measures that the project team has determined will be appropriate for each risk. There may be multiple options to choose from for control measures for each risk event. Control measures typically fall into one of the 4 risk response categories: Avoid, Transfer, Mitigate, and Accept.

4. Risk Monitoring and Control: Tetra Tech will periodically and consistently review existing risks and monitor trigger conditions for implementation of contingency plans. In addition, we will review the execution of ongoing risk responses and evaluate their effectiveness. Review of the risk register and status of responses will be a standard agenda item during regular project meetings with the project team.

6. Resource Allocation Matrix

Item No	Description	Est. Qty. (Hrs)
1	Dan Helt, PE, PLS	400
2	Eric Martin, PE, PLS	500
	Dan Helt, PE, PLS	500
	Jason Fussel, PE, PLS	500
3	Mark Lawler	500
	Kyle Streeter, LSIT	500
	James Scheuermann, EIT	500
	David Anaya, LSIT	500
4	Matt Sewell	1000
	Manuel Leon, EIT	1000
5	Eric Urso	1000
	Mark Carlos, EIT	1000
6	Travel Rate	2000

7. Conflict of Interest

Tetra Tech is a full service consulting firm supporting more than 16,500 clients and completing a yearly average of 65,000 projects worldwide. As such, we have a robust internal conflict of interest process to ensure we serve our clients without adverse conflict. Tetra Tech does not foresee any potential conflicts of interest in working for the County of Santa Barbara and we will work with you for each task assignment to ensure this remains the same.

Below is a listing of our infrastructure team's clients served within the local area:

- Department of the Air Force
- US Army Corp of Engineers
- County of Santa Barbara (direct and as subcontractor to TY Lin)
- City of Solvang
- City of Buellton
- City of Santa Maria
- Montecito Water District

8. Litigation

In the normal course of business, Tetra Tech, Inc. is subject to certain claims and lawsuits typically filed against the engineering and consulting professions, including contractual disagreements, workers' compensation, personal injury and other similar lawsuits. Tetra Tech maintains insurance coverage for its business and operations, subject to certain deductibles and policy limits against such claims. As described in Tetra Tech's most recent quarterly and annual reports filed with the U.S. Securities and Exchange Commission, Tetra Tech believes that the resolution of any such claims will not have a material effect on its financial position or results of operations. Tetra Tech's proposed project team has not been involved in any litigation in connection with prior projects.

9. Agreement for Services of Independent Contractor

The terms included in our proposal will remain in effect for ninety (90) days following the date of this submittal. As required by the RFP, Tetra Tech confirms we have reviewed the sample agreement provided in the RFP, and we accept the terms of that agreement. Included in the Appendix is our signed Attachment A Contractor Acceptance form.

10. Contractor Information Sheet

Tetra Tech's completed Attachment B Contractor Information Sheet is included in the Appendix.

11. Disadvantaged Business Enterprise (DBE) Information

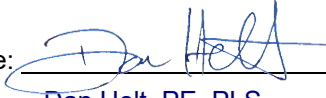
Tetra Tech will not be using DBEs for this pursuit, however, per the RFP, we have provided the Attachment C.

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.

Tetra Tech, Inc. acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent CONTRACTORS."

Signature: _____



Dan Helt, PE, PLS
Contract Manager

Contractor Information Sheet

Name of Proposer Tetra Tech, Inc.

Business P.O. Box 711 Tank Farm Road, Suite 110

City, State, Zip San Luis Obispo, CA 93401

Business Street Address 711 Tank Farm Road, Suite 110
(Include even if P.O. Box is used)

City, State, Zip San Luis Obispo, CA 93401

Telephone No. (805) 542-9052 Fax No. (805) 542-9254

Contractor License No. 551555 License Classification General

Public Works Contractor Registration No. _____

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

Contact Person Name Dan Helt, Contract Manager

Contact Person Phone No. (805) 542-8626

Contact Person Email Dan.Helt@tetrattech.com

Employer's Tax Identification Number FEIN: 954148514; California DIR: 1000647433

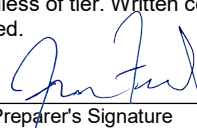
Exhibit 10-O1 CONTRACTOR Proposal DBE Commitment

January 2019

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

1. LOCAL AGENCY: County of Santa Barbara 2. Contract DBE Goal: 0%
3. Project Description: RFP for IDIQ As Needed Surveyor Services - 5 Year Contract Term
4. Project Location: _____
5. CONTRACTOR's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section		11. TOTAL CLAIMED DBE PARTICIPATION	0 %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. CONTRACTOR's Ranking after Evaluation: _____			
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.	
21. Local Agency Representative's signature _____	22. Date _____	 12. Preparer's Signature _____	10-26-2022 13. Date _____
23. Local Agency Representative's Name _____	24. Phone _____	Jason Fussel, PE, PLS, QSD/P, LEED AP, ENV SP 14. Preparer's Name _____	805.305.0150 15. Phone _____
_____ 25. Local Agency Representative's Title		Vice President, Principal-In-Charge 16. Preparer's Title _____	

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

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PROPOSAL FOR

INDEFINITE DELIVERY-INDEFINITE QUANTITY "AS NEEDED" SURVEYOR SERVICES

