

COUNTY OF SANTA BARBARA
GENERAL SERVICES DEPARTMENT
CAPITAL PROJECTS DIVISION



**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

FOR

**INDEFINITE DELIVERY-INDEFINITE
QUANTITY**

“AS NEEDED”

**PROJECT MANAGEMENT AND
CONSTRUCTION MANAGEMENT SERVICES**

August 15, 2024

County of Santa Barbara
General Services Department-Capital Division
1105 Santa Barbara Street
Santa Barbara, CA 93101

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("County") and Skanska USA Building Inc. with an address at 680 East Colorado Blvd, Suite 180, Pasadena, CA 91101 ("CONTRACTOR" and together with the County, collectively, the "Parties" and each a "Party") wherein CONTRACTOR agrees to provide 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

The Capital Division Chief and Interim Assistant Director of the County's General Services Department, John Green at phone number 805-934-6229 is the representative of County and will administer this Agreement for and on behalf of County ("County Contract Manager"), subject to the authority reserved for exercise by the Director hereunder or specifically delegated to the Director by the County Board of Supervisors in approving this Agreement. John Maloblocki at phone number 510-414-9359 is the authorized representative for CONTRACTOR. Changes in a Party's designated representative as set forth in this Section 1 shall be made only upon advance written notice to the other Party in accordance with the provisions of this Agreement. 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: John Green, County of Santa Barbara, 260 N San Antonio Road, Santa Barbara, CA
To CONTRACTOR: John Maloblocki, Skanska USA Building Inc, 680 East Colorado Blvd, Suite 180, Pasadena, CA 91101

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 the provisions of this Agreement and Task Orders duly issued hereunder in accordance with Section 53, below, and the Statement of Work attached hereto as Exhibit A and incorporated herein by reference ("Services").

4. TERM; PERFORMANCE PERIOD

A. The term of this Agreement shall commence as of the first date that this Agreement is signed by all of the parties hereto ("Effective Date") and shall terminate on the date that is the fifth anniversary of the Effective Date, unless earlier terminated in accordance with the provisions of this Contract ("Term"). CONTRACTOR shall complete performance of all Services hereunder during the Term.

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, services dates, and tasks

or percent of tasks completed and which is delivered to the address given in Clause 2 "NOTICES" above following completion of the scope of services specified in the applicable Task Order and in accordance with 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 the 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 under the Code of Federal Regulations and all other applicable laws. 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 the code of Federal Regulations 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 payments due to Contractor in accordance with 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. ORDER OF PRECEDENCE

In the event of conflict or inconsistency between the provisions contained in Sections 1 through 53 of this Agreement and the provisions contained in the Exhibits, the provisions contained in Sections 1 through 53 of this Agreement shall control and prevail over those in the Exhibits, other than Exhibit C, which shall control and prevail. Consultant agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between Consultant's Proposal (attached hereto as Exhibit A-1), on the one hand, and any other provision(s) of this Agreement, on the other, the provisions of this Agreement (including the RFP, incorporated herein by reference) other than Consultant's Proposal shall take precedence and control and prevail.

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. AMENDMENTS

The Agreement may only be changed, modified or amended by written amendment to this Agreement duly executed by CONTRACTOR and the Chair of the COUNTY Board of Supervisors; provided, however, that certain ministerial amendments to this Agreement that will not result in a change to the Maximum Contract Amount or to the scope of the Statement of Work may be authorized by the Director or County Contract Manager, in writing signed by the CONTRACTOR and, on behalf of the County, the Director or County Contract Manager to the extent otherwise authorized by this Agreement and in accordance with and to the extent such authority is expressly delegated by the Board of Directors in approving this 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 Contract Representative in each instance. CONTRACTOR further agrees that all media requests for communication will be referred to the County Contract Manager.

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 in connection with this Agreement shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in a Task Order, 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, including but not limited to CONTRACTOR, 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. The projects for which CONTRACTOR services are to be provided hereunder are subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- E. Payroll Records
 - 1. CONTRACTOR and each 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. 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 all 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. Each agreement executed between the CONTRACTOR and a 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 all Services with resources available within its own organization and no portion of the Services shall be subcontracted without written authorization by the County Contract Manager, except as expressly identified in the Contractor Rate Schedule attached hereto as Exhibit B-1 ("Contractor Rate Schedule").
- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by County.
- D. Each subcontract entered into in connection with this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- E. Each substitution of Subcontractor(s) must be approved in writing by the County Contract Manager prior to the start of work by such subcontractor(s).

F. Prompt Progress Payment

CONTRACTOR shall pay to each 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 such subcontractors, to the extent of such 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 to a subcontractor, CONTRACTOR may withhold no more than 150 percent of such disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the CONTRACTOR 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 the subcontractors ("Subcontractors") identified in CONTRACTOR's Proposal, a true and correct copy of which is attached hereto as Exhibit A-1 ("Proposal"). CONTRACTOR shall be fully responsible for all services performed by Subcontractors. CONTRACTOR shall secure from each Subcontractor all rights for County in this Agreement, including audit rights. CONTRACTOR shall ensure each Subcontractor's compliance with California Labor Code, including but not limited to the payment of prevailing wage when required.

40. CONTRACTOR PURCHASES AND ORDERS

- A. CONTRACTOR shall not purchase or order any supplies, equipment, or services other than as expressly authorized by this Agreement and in accordance with a duly executed Task Order. Each Task Order shall specify the scope and additional limits on CONTRACTOR's authority to obligate the COUNTY thereunder. CONTRACTOR may only request changes to a Task Order in writing to the County Contract Manager for the County Contract Manager's consideration, in the County Contract Manager's sole discretion, and each such CONTRACTOR written request shall provide an explanation of the necessity or desirability of incurring such additional costs.
- B. CONTRACTOR shall be familiar with and comply with all applicable County, State, and Federal laws, regulations, policies and procedures regarding procurement of goods and services, including, but not limited to, the California Public Contract Code, the County Code, the Code of Federal Regulations, and the County Purchasing Manual. Orders and purchases exceeding \$3,500 must be made through the County's Procurement Division via a purchase requisition submitted via Palette and authorized by the County Contract Manager and the County's Purchasing Agent prior to ordering. CONTRACTOR does not have the authority to obligate the County to pay for, and shall not place any orders or otherwise incur, any charges for goods or services in excess of \$3,500. All architectural, landscape architectural, environmental, engineering, land surveying, and construction project management services must be competitively procured in accordance with California Government Code §§ 4525 et seq., and, for Federally funded projects, the Code of Federal Regulations, regardless of amount.
- C.

All equipment purchased in connection with 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.”

D. 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 General Services.
- 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.

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 Agreement that CONTRACTOR shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000, and that all such subrecipients 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

The County Contract Manager may, with or 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 or subcontractor shall take necessary and reasonable steps to ensure that Disadvantaged Business Enterprises (DBEs) have opportunities to participate in the contract in accordance with the Code of Federal Regulations.

CONTRACTOR shall demonstrate that CONTRACTOR made adequate good faith efforts to make work available to a DBE. 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.

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 all applicable restrictions, limitations, conditions, guidelines and regulations imposed by the federal government, Congress, State Legislature, and/ or the County 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 Section 19, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.
- E. CONTRACTOR shall comply with all applicable Code of Federal Regulations requirements and applicable funding program guidelines with respect to each Task Order issued hereunder that is federally funded, in whole or in part.
- F. CONTRACTOR shall comply with all applicable California Code of Regulations requirements and applicable funding program guidelines with respect to each Task Order issued hereunder that is funded, in whole or in part, using State funding.

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.

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.

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 as set forth in the Code of Federal Regulations, 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 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 COUNTY 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 COUNTY, 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 COUNTY shall impose such agreement sanctions as it 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 COUNTY 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 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);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- 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);

- 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);

53. INDEFINITE DELIVERY, INDEFINITE QUANTITY; TASK ORDERS

This is an indefinite-quantity contract for the Services specified during the Term. No work or Services may be performed or commenced hereunder other than pursuant to a Task Order duly executed by both of Contractor and, on behalf of the County, by the Director or County Contract Manager, in the form of the Task Order Form attached hereto as Exhibit D and incorporated herein by reference ("Task Order Form").

All Services performed by the Contractor under this Agreement and under each Task Order will be under the overall supervision of the County Contract Manager and a full-time management-level employee of the County designated by the County Contract Manager. The County does not guarantee issuance of any specific Task Order(s), or any number of Task Orders.

The County and Contractor must finalize a Scope of Services for each Task Order prior to signing such Task Order. Each Task Order must specify the Services to be performed thereunder, the project location, purpose, notification of results, deliverables, schedule, Task Order period of performance (which shall not commence prior to the date such Task Order is signed by both Contractor and the Director or County Contract Manager, and which must end during the Term), and the maximum aggregate amount payable to Contractor under such Task Order, including reimbursable costs ("Task Order Maximum"), based on the specified rates of compensation set forth in the Contractor Rate Schedule attached as Exhibit B-1 to this Agreement. A Task Order specifying Services to be performed must be signed by each of County and Contractor in each instance prior to commencement of such Services by Contractor. The Contractor shall only commence Services that are assigned to Contractor in a duly executed Task Order signed by both of Contractor and, on behalf of the County, by the Director or County Contract Manager.

The Contractor shall begin the Services specified in a Task Order (i) within two weeks (14 days) after receiving such fully executed Task Order and the issuance of the Notice to Proceed ("NTP") from the Director or County Contract Manager, or (ii) on the date specified in the Task Order, provided that such date is *after* the date that such Task Order has been signed by both Contractor and the Director or County Contract Manager. Once Contractor begins performance of a Task Order, the Services to be performed thereunder shall be performed diligently until all Services specified therein have been completed to the satisfaction of the County.

Pursuant to an authorized Task Order, the Contractor shall provide Services at the location(s) specified in such Task Order and provide all necessary personnel, material, transportation, lodging, and equipment necessary to ensure compliance with all applicable federal, state, and local statutes, laws, codes, regulations, policies, procedures, ordinances, standards, specifications, performance standards, and guidelines. The Contractor is responsible for supplying and providing all necessary equipment, transportation, and personal protective equipment (hard hats, clean class 3 safety vests, steel toed boots, protective eyewear, etc.) unless specified otherwise in such Task Order.

A project-specific schedule shall be agreed upon by the County and Contractor in each Task Order if it can be determined prior to execution of such Task Order, and, if not, shall default to the project schedule defined by the County or construction schedule specified in the applicable County construction contract and approved by the

County Contract Manager. If the County determines that the Services to be performed under such Task Order cannot be performed during normal business hours or it is necessary to perform the Services after normal business hours to avoid danger to life or property or to maintain County department operations, the Contractor's operations under such Task Order may be restricted to specific hours as specified in such Task Order. All changes in hours or schedules must be documented by amendment of such Task Order duly executed by Director or County Contract Manager.

If the Contractor fails to perform all Services as specified in a Task Order, whether due to a lack of available staff, scheduling conflicts, or other reasons, the County may terminate such Task Order upon written notice to Contractor and reassign such services to be performed by another contractor under another contract.

Each draft Task Order will be delivered to CONTRACTOR for review, and CONTRACTOR shall return such draft Task Order within five (5) calendar days after CONTRACTOR's receipt of same, along with a Task Order Cost Proposal, including a written estimate of the number of hours and hourly rates in accordance with the Contractor Rate Schedule, all reimbursable expenses, and total aggregate Task Order Maximum dollar amount.

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:

Skanska USA Building Inc. _____

John Maloblocki _____

680 East Colorado Blvd., Suite 180 _____

Pasadena, CA 91101 _____

License No. N/A _____

Business Type: Corporation _____

john.maloblocki@skanska.com _____

Contact Phone: 510-414-9359 _____

By: Signed by:
John Maloblocki
0E0EE8E63D54466...
Authorized Representative

Date: 8/28/2024 | 11:28 AM PDT _____

COUNTY SIGNATURE PAGE

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

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Steve Lavagnino


By: 
Deputy Clerk

By: 
Chair, Board of Supervisors

Date: 9-10-24

RECOMMENDED FOR APPROVAL:

Kirk Lagerquist
Director of General Services

By: 
Department Head

Date: 8/28/2024 | 11:27 AM PDT

APPROVED AS TO FORM:

Greg Milligan
Risk Manager

By: 
Deputy

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

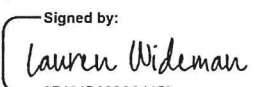
By: 
Deputy County Counsel

Exhibit A – Statement of Work

Mark Kindhouse shall be the individual(s) personally responsible for providing all Services hereunder. Contractor may not add or substitute other persons without the prior written approval of County Contract Manager in each instance. The County Contract Manager is the Capital Projects Division Chief of the County's General Services Department.

Services shall be performed in accordance with the provision of the Agreement and, to the extent not inconsistent with other provisions of the Agreement, the Proposal, and all Services shall be performed in accordance with duly executed Task Orders.

1. Project Scope Development: Projects included in the County's Five-Year CIP vary in scope and complexity. The Contractor may be requested to manage projects across a wide spectrum of scopes, locations, departments, use, and difficulty. The central tenet to the process is the development of a strong, detailed scope of work. The Contractor will be required to establish a detailed scope of work for all projects subject to Task Orders issued under the Contract, utilizing the Construction Specification Institute (CSI) format. This step serves as the framework of all Capital and F/M projects and programs conducted by General Services.

Deliverable: County Project Charter

2. Cost-Estimating / Budget: Projects involved in the program also require refined cost estimates as the County, through the CIP process, budgets both projects and programs. The range of services required could include coordinating cost estimating through third party estimators, the Job Order Contracting (JOC) program, and internally developed estimates. The Contractor will be required to provide both management of the cost estimating process, but may also be requested to assemble internal budgets and cost estimates as part of program and/or project management. Additionally, the assembly of internal project management hours and budgets for all projects will also be the responsibility of the Contractor as these costs must be integrated into each overall project budget.

The Services may also include working with outside vendors to secure costs for materials and services. The Contractor may be required to connect with suppliers, manufacturer reps and other vendors to secure costs for the supply of these items and services. The County does work with third party cost estimators on a variety of projects. The Contractor will be required to coordinate with these vendors and/or coordinate cost estimates through the County's design partners.

Deliverable: County Project Charter and/or use of Excel or County Financial System

3. Project Schedule Development: Project schedules are also essential to the success of the County's projects and programs. For each Task Order, Contractor will be required to either assemble a project schedule, or coordinate with design firms or contractors to assemble appropriate schedules. The Services will include adjustments based on the progress of work and specific recommendations for prioritizing and accelerating critical path items. The County typically uses Microsoft Projects software for internal schedules, but also works with project management software such as Procore or similar system to conduct scheduling with contractors.

Deliverable: Project Schedule in Microsoft Project or equivalent scheduling software

4. Project Communications: Under general management by Capital and Facilities Maintenance (F/M) staff, Contractor shall coordinate project planning closely with department clients, which always includes a communications protocol. This can range from regular project meetings, programming efforts, and written construction notices, as specified by the County. Communications are a hallmark of the services that the GS, Capital and F/M Divisions provide and must be held by Contractor in the highest regard as part of successful project management.

Each project performed by GS Capital & F/M contains a communications element specified by the County, whether this be a formal Communications Plan, or a commitment to utilize established communication tools

developed for project applications. This commitment begins at pre-planning or project development and extends through construction and project close-out.

5. Project Management / Administration Tasks: The Services also include the following elements:

5.1 Meetings: Regular meetings with GS staff, departmental clients, outside agencies, contractors, design firms and teams, vendors, regulatory agencies and suppliers required to complete the projects and programs as specified in each Task Order under the Contract.

5.2 Project Documents: Contractor shall assist GS, Capital and F/M in the preparation of Requests for Proposals /Qualifications (RFP/Qs), any required addendums to such RFP/Qs, contract documents, project documentation, internal and external communications. The Contractor will also be responsible for coordinating and directing design firm/team selection and contract document assembly.

5.3 Coordination of Plans & Specifications: Services shall also include, to the extent set forth in a duly executed Task Order, coordination of the project plans and specification assembly with outside design firms as directed by County. The County does generate plan sheets for some projects, typically in support of our JOC project method of delivery. The Contractor may be required to either generate, or coordinate these designs (typically seen as dimensioned take-offs format) for smaller projects. All specification documents shall be in CSI format. Contractor shall also provide constructability reviews throughout the design process, including providing recommendations on construction feasibility; availability of materials and labor; time requirements for various project related installations and construction tasks; and factors relating to project costs.

5.4 Coordinate Value Engineering Process: Many of the County projects are budget driven and require creativity from the project development process through construction. Contractor should include the development and implementation of value engineering processes to ensure that funding objectives are met for each Task Order.

5.5 Project Organization: The Contractor will be required to provide measurable project organization in a multi-project environment.

5.6 Coordinate and Manage Bidding Process: The County utilizes several project delivery methods, including design-bid-build, design-build and Job Order Contracting (JOC). The Contractor will be required to provide bidding services using any of these four delivery methods. Other than our JOC projects, the majority of our projects (and the RFP / RFQ process) are bid through an electronic procurement system through our Purchasing Division, utilizing Public Purchase software. Additional tasks will include reviewing requests for information (RFIs) from potential contractors during bidding, and assembly and coordination of all required addendums to the bidding process.

5.7 Project Permitting: The majority of the projects managed by the Capital and F/M Divisions are self-permitted. There are, however, instances when outside permitting is required. Additionally, there are also various scenarios where projects are submitted for review by County Planning & Development (P&D), County or City Public Works Departments (PW), or other regulatory agencies. The Contractor shall be required to understand the entitlement and permitting requirements of the specific project, coordinate the

submittals, and work with permitting agency to move the project through the approval process.

5.8 Project Documentation: All County projects come with documentation requirements. The Contractor is required to conduct and assemble all project related documentation including reports, logs, pertinent report preparation; financial documents; coordinate submission of all required documentation to the GS Purchasing Division; and other project related documentation to ensure a coordinated and collaborative approach.

5.9 Board Letter: The Contractor will be required to support the development and processing of Board Letters for the award of contracts, agreements and project approvals. This process will also include CEQA / NEPA determination and documentation.

6. Project Financial Management: The Services require the Contractor to assemble, coordinate manage various project financial documentation, including, but not limited to, the following responsibilities:

1. County Purchasing Requirements: The Contractor will be required to coordinate various documents in coordination with the GS Purchasing Division. Some of these tasks include the following: Development of Purchasing Requisitions (PRs); the issuance of Purchase Orders (POs); vendor registration; use of Public Purchase (web-based software for bid and RFP/Q postings); DIR registration; consultant, vendor, and contractor insurance requirements; and ongoing Purchasing concurrence and support for the procurement process.

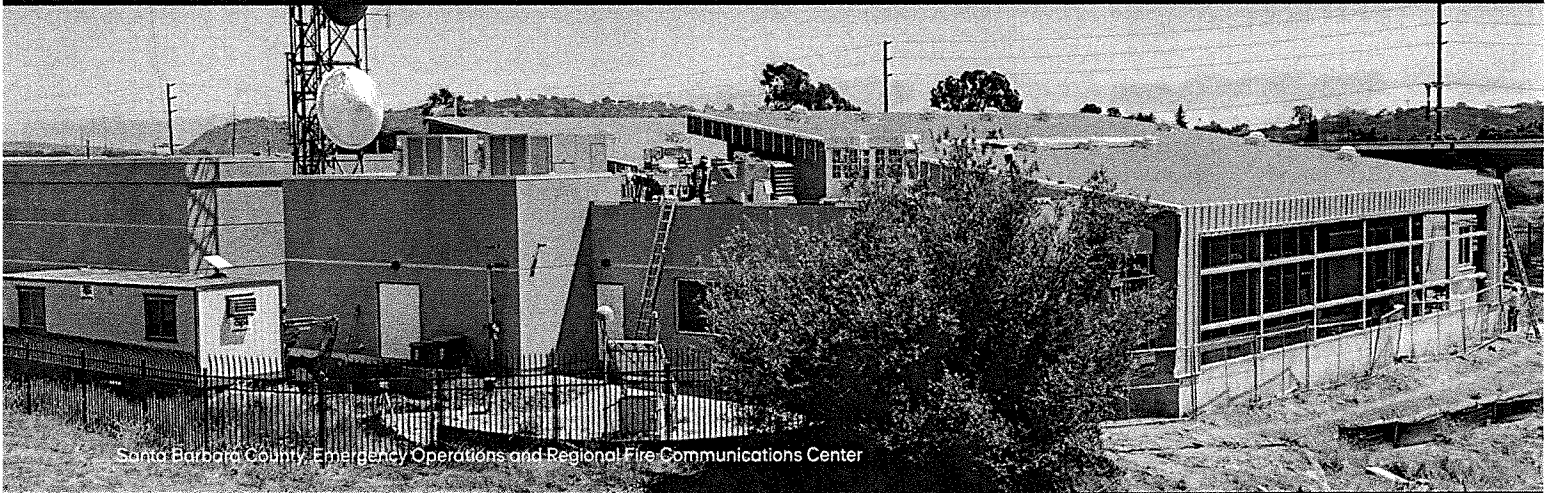
2. Financial Management: The Services shall include day-to-day management of the financial tasks of projects, including, but not limited to the following: Work with GS Finance staff on the review and submittal of all project invoices, pay estimates, etc. (now completed through the use of DocuSign); internal management of all project budgets, including the development of initial project cost estimates and budgets; assistance with overall program financial reviews; internal estimating; preparation of monthly or weekly timesheets for services provided and submitted to GS Finance; preparation of Project Charter's that contain specific project related financial breakdowns and required steps to secure project funding within the County process; and, the assembly of documentation in support of Board Letter assembly and submittal.

7. Construction Management (CM): The County self-performs construction management (CM) for a wide range of projects included in both our CIP Program and the F/M Deferred Capital & Maintenance Program. Such CM Services shall be provided by Contractor as an essential requirement under the Contract. The tasks required for successful CM include, but are not limited to organizing the construction contract (and have knowledge of the terms at a level commensurate with the contractor); assembling daily logs, meeting minutes and reports and other supporting construction documentation (including tracking construction progress and comparing to project expenditures, or percentage of project complete); review and coordinate responses to RFIs, COs, and addendums (including coordination with the project design team); review and reconciling pay estimates and invoices from the contractor, design partners, and vendors; weekly review of and update of project schedules, including a three week look ahead, as required; and manage the project close-out, punch list process, as well as the final Notice of Completion (NOC).

8. Other Project/Program Tasks: The Contractor may be required to provide additional services reasonably

related to the tasks outlined above as set forth in Task Order(s).

Exhibit A-1 – Consultant’s Proposal



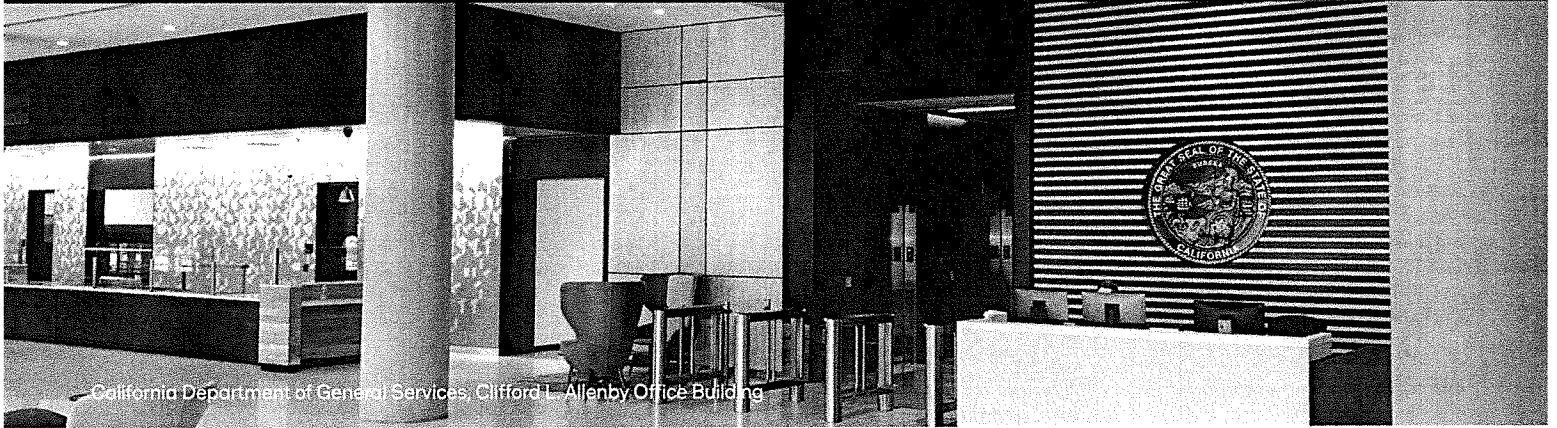
Santa Barbara County, Emergency Operations and Regional Fire Communications Center

County of Santa Barbara, General Services Department, Capital Projects Division
RFP for IDIQ As Needed Project Management and Construction
Management Services

Response to Request for Proposal
July 12, 2024

SKANSKA

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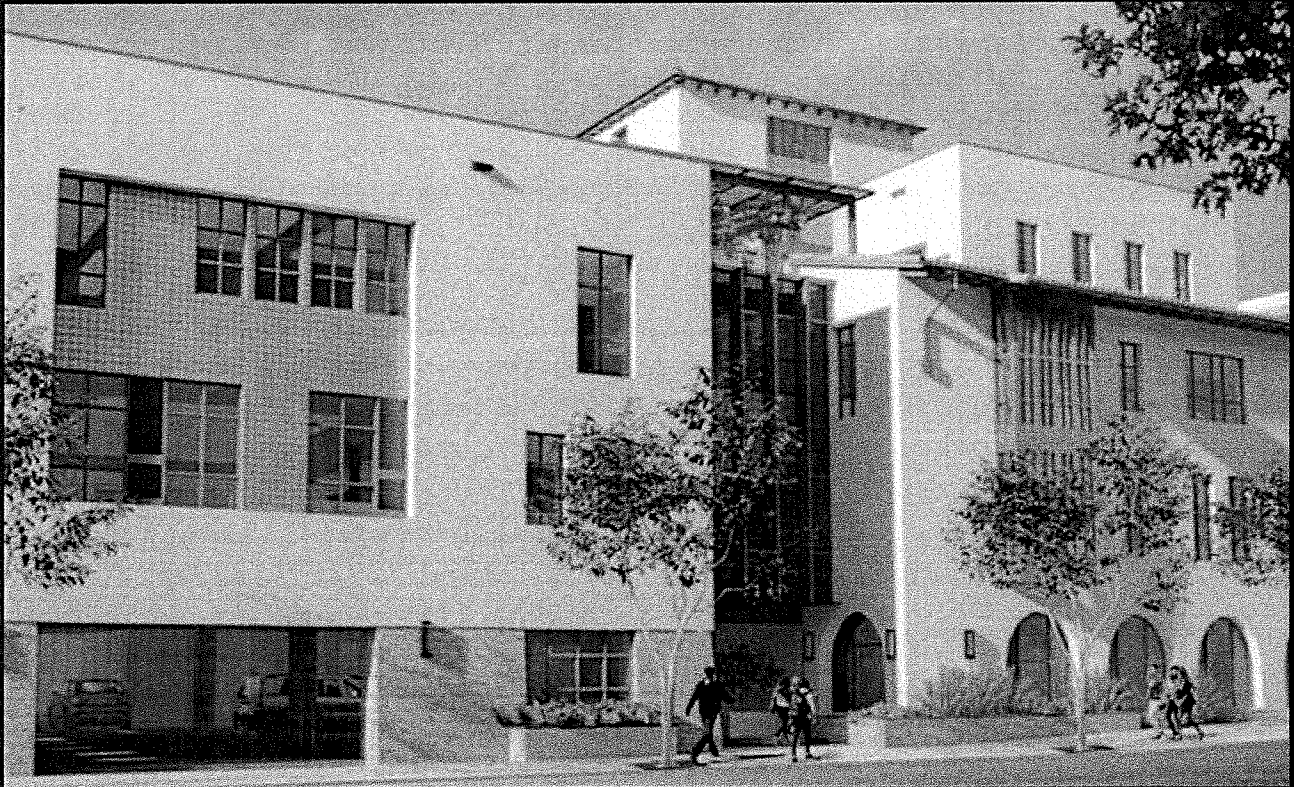
California Department of General Services, Clifford L. Allenby Office Building

- 1. Transmittal Letter**
- 2. Contractor Information, Qualifications, Experience, and Understanding of Work**
- 3. Contractor Staffing**
- 4. Organization and Approach**
- 5. Statement of Work**
- 6. Conflict of Interest**
- 7. Litigation**
- 8. Agreement for Services of Independent Contractor (Attachment A - Coversheet)**
- 9. Contractor Information Sheet (Attachment B)**
- 10. Addenda Issued**

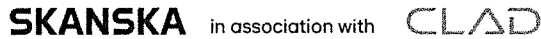
SKANSKA

1.

Transmittal Letter



County of Santa Barbara Probation Headquarters, CA



July 12, 2024

Skanska USA Building Inc.
600 East Colorado Street, Suite 190
Pasadena, CA 91101
John.Makely@skanska.com
610.414.9157
www.skanska.com

Mr. John Green
Capital Division Chief and Interim General Services Assistant
Santa Barbara County
General Services Department, Capital Division
1105 Santa Barbara Street
Santa Barbara, California, CA 93101

Re: County of Santa Barbara, IDIQ As Needed Project Management and Construction Management Services

Dear Mr. Green and Members of the Selection Committee,

Skanska understands the importance of this IDIQ contract which encompasses multiple critical projects for the County of Santa Barbara. We welcome the opportunity to work with you again, as your trusted partner and advocate, to successfully manage the realization of County projects.

Skanska

Skanska is an industry leading construction management and builder organization. We're among the most financially sound project development consultancy companies in the country, offering clients great depth through numerous specializations. We're a multinational corporation and the fifth-largest construction services company in the world according to Construction Global magazine. Skanska was established 136-years ago in Stockholm, Sweden, and Skanska USA was established in 1971. Skanska USA has 6,500+ personnel operating in 30 regions across the U.S., including our Pasadena office. For over 42 years we have served California public clients on 500+ projects with great success. Engineering News-Record ranked Skanska #8 in the 2022 Top 400 Contractors, and #10 in the Top 100 Construction Management-at-Risk Firms. Building Design+Construction Media 2021 Giants Top 400 Rankings listed Skanska #11 in Top Contractors, and #14 in Construction Management and Project Management.

Proven Local Team

Skanska is currently providing the County of Santa Barbara with project management services for Countywide projects in support of your Five-Year Capital Improvement Program (CIP). We have assembled a cohesive local construction management (CM) team that is already vetted by and proven to the County. Skanska's CM team is led by Contract Manager and Project Manager III Mark Kindhouse. Skanska Project Manager II Fernando Orta lives in the City of Santa Barbara where he has been a resident for 23 years. Skanska Project Manager I Josefine Semelius is in the process of relocating to the County of Santa Barbara. Our subconsultant CLAD is a local specialized CM and engineering consulting firm with an office located less than 30 miles from the County line. CLAD Project Manager II Danielle Chanley and Project Manager I Darrell Goo are longtime residents of the County of Santa Barbara. Our world-class CM team is immediately available. We have the local market knowledge and relevant experience to deliver County projects successfully, and without a need for a runway to ramp up. Our experience performing for the County of Santa Barbara over the last 2 years includes construction a new \$17.6 million Emergency Operations and Regional Fire Communications Center, a new \$37 million Probations Headquarters Building, and the \$1.2 million Santa Ynez Valley Airport US Forest Service Building. Skanska is additionally assisting with countywide Security Upgrades, Roadway Repair, Energy Reductions Upgrades, Roof Replacement

Program, and Parking Lot Repair Program totaling over \$30M per year. We know the County's processes and are networked with the Capital Projects Division and Facility Maintenance staff. Our team has extensive experience developing scope, coordinating procurements, assessing constructability and logistics for tight urban sites, managing the GC and overseeing trade contractors, facilitating inspections by the AHJs, overseeing utility tie-ins, and technically versed in building structure, MEP, IT, AV, security access, and fire life safety systems.

Preconstruction

Constructability analysis and logistics planning are key to achieving top quality construction, and the greatest determining factor in managing constructability and logistics depends on the comprehensiveness of the preconstruction phases. When unexpected constructability and logistic challenges arise, inevitable on every project, Skanska, a builder and CM, is exceptionally well equipped to help the GC resolve those challenges. Unlike the pure PMCM or designer centric firms, our experience with complex constructability and logistic issues is hard to match. Skanska will keep preconstruction momentum moving forward on time, optimizing every opportunity, and driving a timely systematic decision-making process that links design package requirements to a sequence of construction techniques, while coordinating contractor bids with the budget, and the schedule, aligned to the County's needs. Our PMs focus on mutual accountability and weaving a multifaceted group into a high-performing project team.

Construction Management

Skanska understands the County's satisfaction criteria is achieving a project's intended function, within the approved schedule, on or under budget, and in conformance with the quality specified in the construction documents. Our PMs have the experience to 'get ahead of the curve' of by anticipating challenges before they become liabilities. We will optimize the project team's performance capacity, we partner with GCs, we fairly enforce the contract, minimize the impact of proposed changes, while carefully monitoring and documenting construction activities.

Commitment

Skanska's projects have garnered the most prestigious awards in the construction industry. The County of Santa Barbara General Services Department has my commitment that our CM team will achieve the fulfillment of your Capital Improvement Program with integrity, utilizing highest professional industry standards of practice. County projects will be delivered on schedule, within budget, and at the quality specified. Skanska proudly serves the County of Santa Barbara. We appreciate the trust you have graciously extended us, in response we offer you proven Project Managers with the talent, passion and hard work ethic to successfully realize your CIP.

Skanska acknowledges receiving Addendum No. 1 and Addendum No. 2 (copies of Addendum No. 1 and 2 are included at the end of this proposal).

Sincerely,



John Maloblocki, CCM
Principal In Charge
Senior Vice President and Regional Executive
Skanska USA Building Inc.

Electronic submission to www.publicpurchase.com

SKANSKA

2.

Contractor Information, Qualifications, Experience and Understanding of Work



Deschutes County, Adult Parole and Probation Building Expansion, Bend, OR

SKANSKA

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

Construction Manager and Industry Leading Builder

Skanska had \$5.3 billion in U.S. revenue in 2023, representing one third of Skanska's global revenue, and is a leading provider of construction project delivery services. We have 157 employees in California providing a range of services, including construction management agency, construction management at-risk, project and program management, design-build, general contracting, real estate development, and infrastructure development. Skanska USA Building Inc. operates in 29 regions in the U.S. For over 42 years Skanska has served 500+ California public agency projects, including for the County of Santa Barbara and the City of Santa Barbara.

Skanska Integrated Solutions

Skanska Integrated Solutions (SIS) is our PMCM division which emerged from within Skanska USA Building Inc., making SIS a builder-centric construction project management organization with great depth and resources. Being an industry leading Builder and CM significantly differentiates Skanska from companies that exclusively provide PMCM services, as well as those design-centric and administrative project management firms. SIS has overseen the design and construction of hundreds of projects across the country, including some of Skanska's most complex and sustainable projects to date. SIS primary services include construction management agency, criteria development support, design management oversight, project management, campus infrastructure development, scheduling, and many more. SIS knows how to work for Santa Barbara County, we have two years experience managing your CIP. Fernando Orta, Project Manager II, has been a resident of Santa Barbara County for 35+ years and for the last 15 years he has been managing projects in the County.

CLAD Consulting, Inc.

Skanska's partner CLAD Consulting, Inc., a certified Small Business and certified Minority Business Enterprise, is an S Corporation located in Arroyo Grande, California. Founders Alberto Lopez, RCE, QSD/P and David Chanley, RCE, QSD/P, QiSP have over 40 years of combined experience in the civil engineering and consulting fields, with their work spanning both the public and private sectors. CLAD is built on decades of diverse engineering and construction management projects that improve communities, infrastructure, and the daily lives of people throughout California. CLAD's main office is located at 566 Camino Mercado in Arroyo Grande, approximately 14 miles north of the Santa Barbara County line. Our proposed Capital Projects Managers also reside within 30 miles of the County line. Darrell Goo lives in San Luis Obispo (25 miles) and Danielle Chanley lives in Orcutt (in-county). Our local presence will ensure timely mobilization to any project site within Santa Barbara County for the duration of this contract.

Our CM team has the expertise of one of the world's largest prime contracting organizations with unique subgroups. Two examples are our National Procurement Team and Strategic Supply Chain (SCC) group who are in constant communication with material vendors, products and equipment manufacturers across the U.S., leveraging Skanska's national scale and supplier management expertise to help our clients navigate the dynamics of the supply chain and assist in developing plans which mitigate long lead challenges.

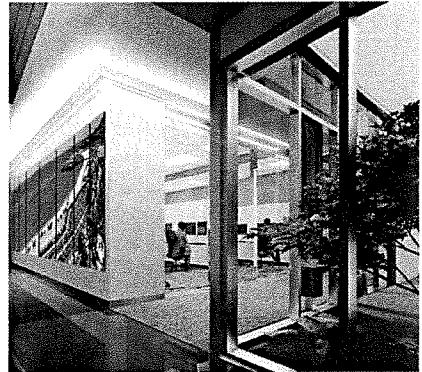
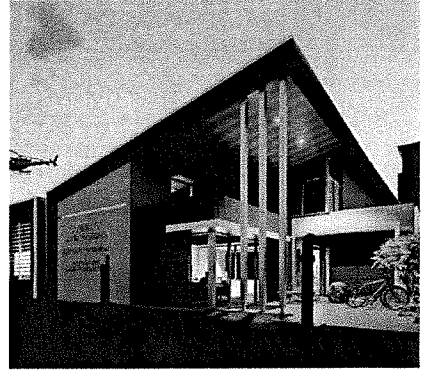
Project Experience

County of Santa Barbara Capital Program Santa Barbara County, CA

Skanska is providing the County of Santa Barbara with project management services for Countywide projects in support of their Five-Year Capital Improvement Program (CIP). Current project assignments include:

- \$17.6 M Emergency Operations and Regional Fire Communications Center
- \$37 M Probations Headquarters Building
- \$1.2 M Santa Ynez Valley Airport, US Forest Service Building

In addition, Skanska is assisting with Countywide Security Upgrades, Roadway Repair, Energy Reductions Upgrades, Roof Replacement Program, and Parking Lot Repair Program totaling over \$30M per year.



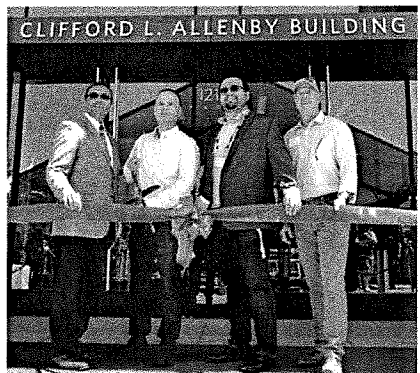
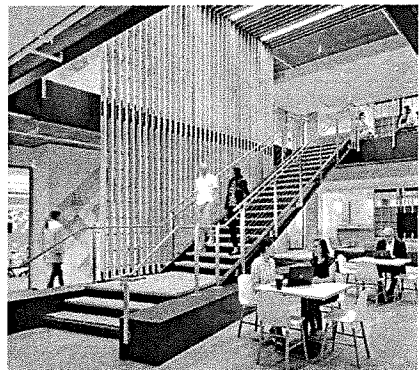
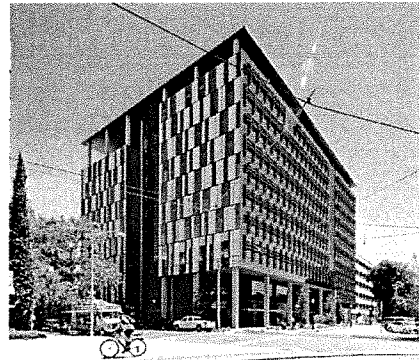
- a. Contracting agency
Santa Barbara County
- b. Contracting agency Project Manager
John Green, Capital Division Chief
- c. Contracting agency contact information
912 West Foster Road, Santa Maria, CA 93455
805.896.2236
jlgreen@countyofsb.org
- d. Contract amount
Project Budget \$75 M
Fee: \$1,645,000
- e. Funding source(s)
State/Local
- f. Date of contract
1/2022
- g. Date of completion
7/2024 (Est)
- h. Contractor Project Manager and contact information
Fernando Orta, Project Manager II
415.416.80113
fernando.orta@skanska.com

Clifford L. Allenby Office Building Sacramento, CA

Skanska, in partnership with Kitchell Corporation, provided construction management services for the California Department of General Services' (DGS) \$235 million new state office building. Skanska Kitchell worked with DGS on the project's performance criteria phase and collaborated with the master architect to develop the RFP criteria and evaluate design-builders' proposals. The design-build phase of the project included demolition, abatement and construction of a modern office building. The 11-story facility is approximately 374,000-SF and includes office, assembly, storage, building support and commercial food service space. It houses staff from the Human Services Agency, the Department of State Hospitals and the Department of Developmental Services. Features of this high-performance sustainable office building include:

- **Zero Net Energy Certified**
- *LEED Platinum Certified*
- *Carbon Neutrality Certification*
- *USRC Platinum Certification for earthquake resiliency*
- *Reclaim Water System Rain and Greywater*
- *Fitwel Certified for health and wellness*
- *Reclaimed water system that recycles rainwater and greywater for use in the building's toilets, reducing 60 percent of the water demand*

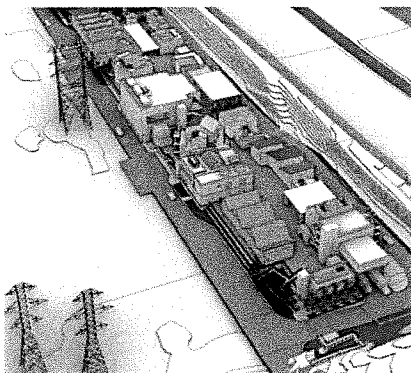
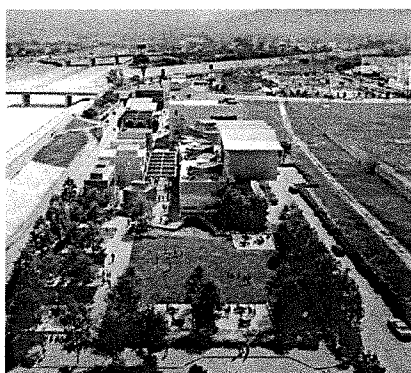
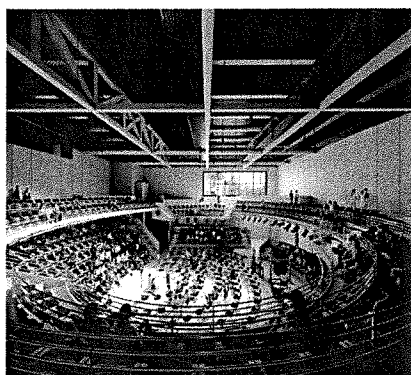
- Contracting agency
California Department of General Services
- Contracting agency Project Manager
Brinda Saini, Project Director II, Management & Development Branch
- Contracting agency contact information
707 Third St., Suite 3-305, West Sacramento, CA 95605
916.207.8645
brinda.saini@dgs.ca.gov
- Contract amount
Project Budget \$235M
Fee: \$2,148,486
- Funding source(s)
State
- Date of contract
3/2017
- Date of completion
5/2021
- Contractor Project Manager and contact information
Francisco Ramirez, Senior Project Manager
916.217.4924
francisco.ramirez@skanska.com



Rivers & Mountains Conservancy, Southeast Los Angeles Cultural Center, Southgate, CA

Skanska is serving as owner's representative for the design and construction of the new 348,480-SF project which includes the Cultural Center Building, Music Program, Visual Arts Program and Community Program. There will also be plazas, gardens, landscaping, roads, and parking. Designed by Gehry Partners, the SELA Cultural Center is a multi-arts facility, the first of seven signature projects transforming the Los Angeles River to implement the Lower Los Angeles River Revitalization Plan (LLARRP).

The site is adjacent to the Los Angeles River, and ongoing planning efforts for the river are being considered in the development of the site. The site is currently occupied by the Los Angeles County Flood Control District and consists of two parcels. The project will use only the site located south of Imperial Highway, which is approximately eight (8) acres. An adjacent site to the south owned by the City of South Gate may be used for part of the code-required parking for the project. A unique aspect of this project is the level of community involvement throughout the conceptual planning process. The community has weighed in on culinary programming, family-focused activities, music, and art features at the cultural center.



- a. Contracting agency
Rivers & Mountains Conservancy (RMC)
- b. Contracting agency Project Manager
Melissa Bahmanpour, Project Development Manager
- c. Contracting agency contact information
100 N. Old San Gabriel Canyon Road, Azusa, CA 91702
323.494.6497
mbahmanpour@rmc.ca.gov
- d. Contract amount
Project Budget: \$250M
Fee: \$763,430 (to date)
- e. Funding source(s)
State/Local
- f. Date of contract
5/2023
- g. Date of completion
9/2028 (Est)
- h. Contractor Project Manager and contact information
Karla Lopez, Asst. Program Manager
213.418.5307
karla.lopez@skanska.com

Understanding of Work



As your advocate, we will draw upon our on-going experience overseeing your project process along with our first-hand experience serving your current Capital Improvement Programs (CIPs), infrastructure, renewable energy, and public safety projects. Our unique perspective will enable us to guide a successful front-end process for the County of Santa Barbara ensuring that we are protecting your interests at all stages of the process.

As a brief reminder, Skanska has extensive experience managing and overseeing both small and large complex capital improvement programs on behalf of governmental clients. We manage with and for our clients all facets of construction programs, from design management to construction oversight, inspection, commissioning, record documents and closeout. Because of our experience, we understand the need to work closely with the County in an integrated team environment to develop the right approach for the implementation of the Capital Improvement Program. This collaborative effort will result in successful, on time completion of each project.

Before we discuss approach, we would like to highlight your Division Values: efficiency, excellent customer service, great teamwork, respect for people and the environment, ethical standards, character, leadership, work-life balance, and innovation in the workplace. Consistent with our own (care for life, act ethically and transparently, be better together, and commit to customers), your values display a pledge to your staff, elected officials, and constituents that we understand and share.

Understanding of Work

The \$128.45M, Five-Year Capital Improvement Plan for Fiscal Years 2024 through 2029 appears to be divided among five programs - \$94.90M of which appear to be critical (climate, homelessness, infrastructure). We understand that CIPs such as yours have been under development for years and that a great deal of time and effort has been expended to bring it to this point. The residents of the County will be depending upon the entire project team to make sure that the Program lives up to the high expectations that have been established. An overview of our approach follows below.

General Approach

Our approach to serving as the County's advisor is to consider the County's objectives at both the project level and at the strategic, programmatic level. Although the first project we work on will be viewed as a single project, it will also set the tone for subsequent projects. An example outline of our tasks is provided below.

Project level tasks:

- Existing documents review
- Stakeholder meetings and site visit
- Project scope review
- Preliminary assessment of phasing, logistics, constructability, and safety
- Determination of need for additional studies/ due diligence
- Alignment to sustainable/energy efficient requirements
- Project scope refinement
- Cost estimate reviews
- Permitting process review
- Preliminary construction schedules
- Goals and objectives/success criteria
- Risk assessment
- County/designer/constructor roles and responsibilities matrix (RACI)
- RFQ/RFP and contract development to align with procurement methodology (i.e., design-bid-build, design-bid-build with project assist, design-build, JOC)
- Vendor team prequalification
- Proposal review/interview process
- Evaluations and recommendations
- Contract negotiations

Program level tasks:

- Kick-off meeting with County and project stakeholders
- Review other/existing project priorities, sequencing, and interdependencies
- Confirmation of program-wide goals and objectives and success criteria
- Overall risk assessment
- Procurement process master schedule
- County staff tasks

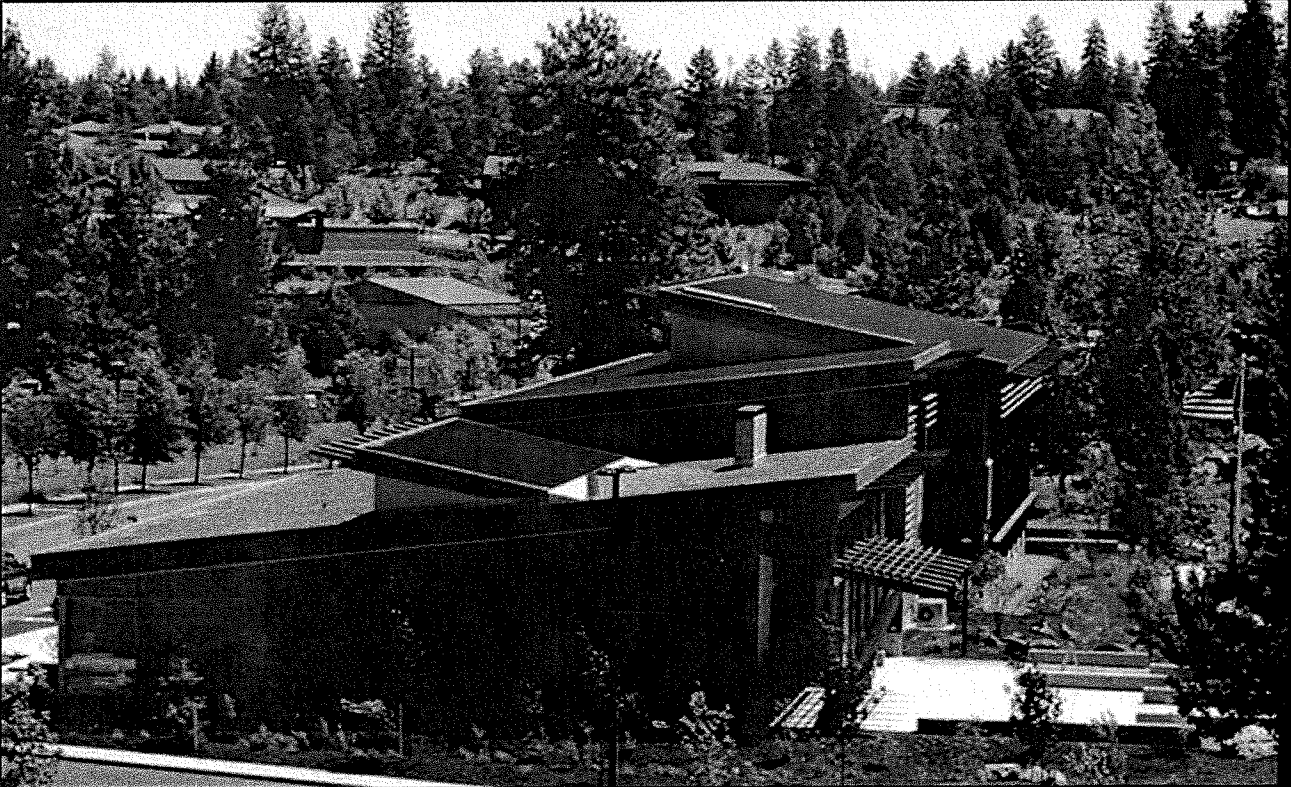
Our builder's perspective will enable us to guide a successful front-end process for the County of Santa Barbara ensuring that we are protecting your interests at all stages of the process.



SKANSKA

3.

Contractor Staffing

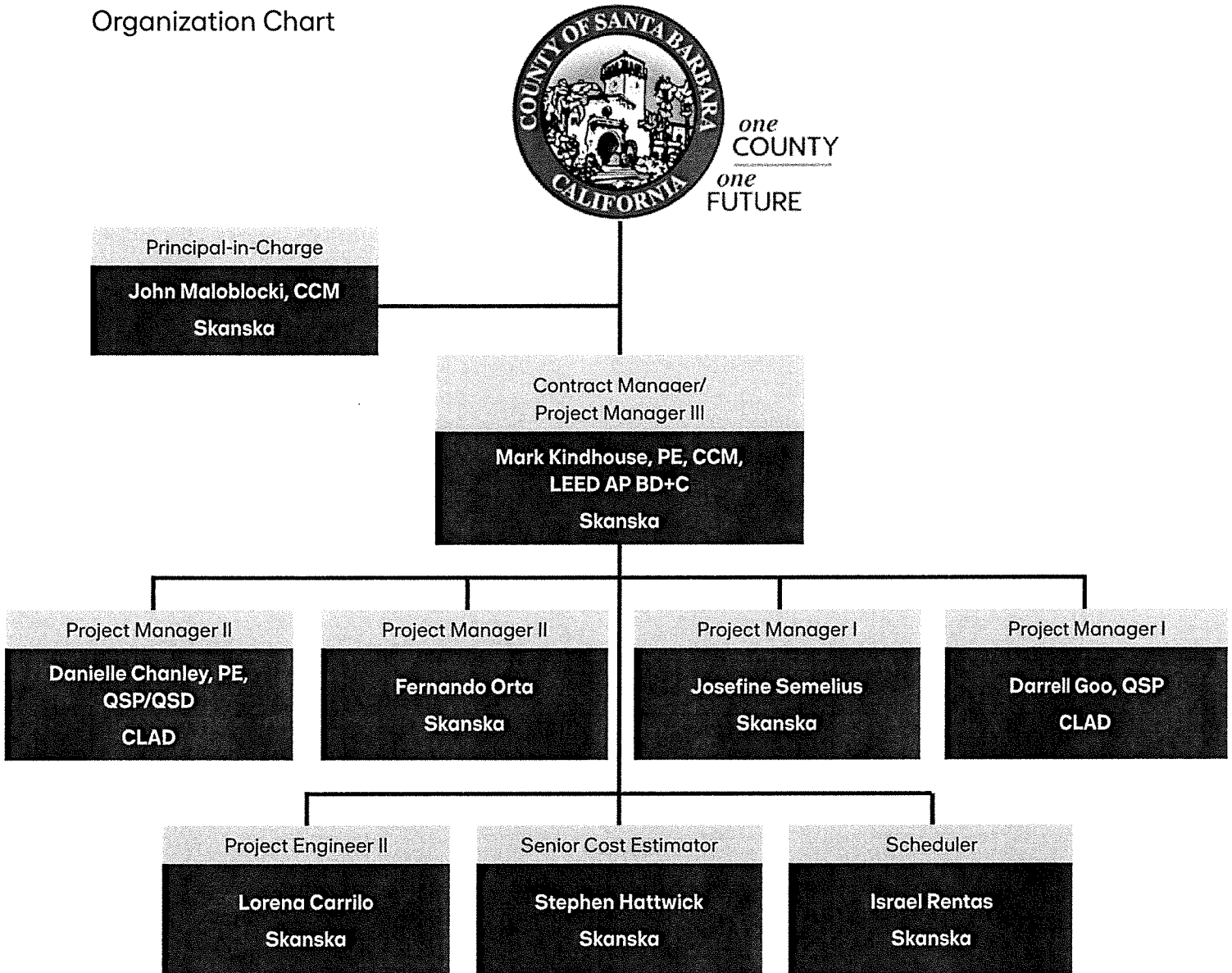


Bend Metro Parks & Recreation District, New Administration Building, Bend, OR

SKANSKA

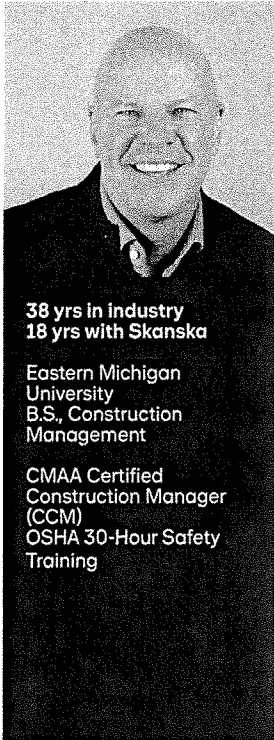
3. Contractor Staffing

Organization Chart



SKANSKA

John Maloblocki, CCM | Principal-in-Charge

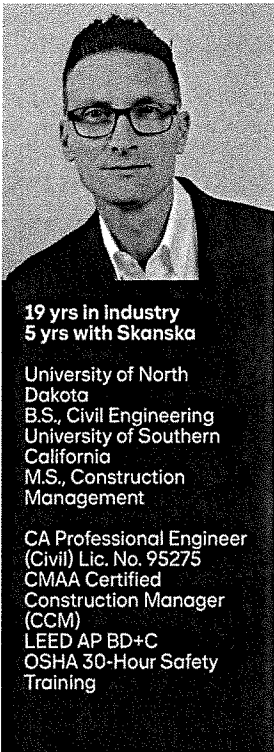


Santa Barbara County, Program Management Services, Santa Barbara County, CA
Skanska is providing the County of Santa Barbara with complete contract project management services for Countywide projects in support of their Five-Year Capital Improvement Program (CIP). There are multiple “programs” identified within the overall 5-year plan; each of these programs contains several stand-alone projects that are specific to category. \$17.6 M Emergency Operations & Regional Fire Communications Center; \$37 M Probations Headquarters Building; \$1.2 M Santa Ynez Valley Airport, US Forest Service Building. in addition, Skanska is assisting with Countywide Security Upgrades, Roadway Repair, Energy Reductions Upgrades, Roof Replacement Program, and Parking Lot Repair Program totaling over \$30M per year.

CA DGS, Clifford L. Allenby Office Building, Sacramento, CA
Skanska, in partnership with Kitchell Corporation, provided construction management services for a new \$235 million, 11-story, 374,000-SF state office building. Key attributes of this high-performance building include: **Zero Net Energy**, LEED Platinum, Carbon Neutrality Certification, USRC Platinum Rating Earthquake, and Reclaim Water System Rain and Greywater.

Judicial Council of California, Redding Courthouse, Redding, CA
\$130 million, 165,296-SF courthouse for the Superior Court of California, County of Shasta. Skanska provided Scheduling Services including technical review of the contractor’s baseline schedule, and review of the monthly schedule updates for the duration of the project.

Mark Kindhouse, PE, CCM, LEED AP BD+C | Contract Manager/Project Manager III



Santa Barbara County, Program Management Services, Santa Barbara County, CA
Skanska is providing the County of Santa Barbara with complete contract project management services for Countywide projects in support of their Five-Year Capital Improvement Program (CIP). There are multiple “programs” identified within the overall 5-year plan; each of these programs contains several stand-alone projects that are specific to category. \$17.6 M Emergency Operations & Regional Fire Communications Center; \$37 M Probations Headquarters Building; \$1.2 M Santa Ynez Valley Airport, US Forest Service Building. in addition, Skanska is assisting with Countywide Security Upgrades, Roadway Repair, Energy Reductions Upgrades, Roof Replacement Program, and Parking Lot Repair Program totaling over \$30M per year.

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SKANSKA

Fernando Orta | Project Manager II



**16 yrs in industry
2 yrs with Skanska**

California Polytechnic State University, San Luis Obispo
B.S., Construction Management

OSHA 10-Hour Safety Training
OSHA CPR and First Aid Training

Santa Barbara County, Program Management Services, Santa Barbara County, CA

Skanska is providing the County of Santa Barbara with complete contract project management services for Countywide projects in support of their Five-Year Capital Improvement Program (CIP). There are multiple “programs” identified within the overall 5-year plan; each of these programs contains several stand-alone projects that are specific to category. \$17.6 M Emergency Operations & Regional Fire Communications Center; \$37 M Probations Headquarters Building; \$1.2 M Santa Ynez Valley Airport, US Forest Service Building. in addition, Skanska is assisting with Countywide Security Upgrades, Roadway Repair, Energy Reductions Upgrades, Roof Replacement Program, and Parking Lot Repair Program totaling over \$30M per year.

Applied Materials Inc., Program Management, Santa Clara, CA

Skanska is providing program management, general construction, and move management services for Applied Materials Office Renovation Portfolio of \$75 million, 5-year agreement. Our services involve campus improvement and infrastructure upgrade projects at their global headquarter campus in Santa Clara, and nearby Sunnyvale and Scott campuses, covering 20 buildings, with 111 unique construction projects, 2,471 FSR's, and 1,914 people moves through Q3-2022

Santa Barbara Museum of Natural History - Master Planning, Santa Barbara, CA*

\$10 million multi-phased project including new construction of a butterfly exhibit, renovation of auditorium and multiple exhibit halls, HVAC upgrades and exterior renovations including boardwalks and lighting.

Josefine Semelius | Project Manager I



**12 yrs in industry
7 yrs with Skanska**

Royal Institute of Technology, Stockholm, Sweden
M.S., Building and Real Estate Economics
Malmö University, Sweden
B.S., Building and Architectural Engineering

OSHA 30-Hour Safety Training
OSHA CPR and First Aid Training

University of California Los Angeles, Powell Library Seismic Upgrades Los Angeles, CA

\$11.2 million seismic improvements to strengthen the concrete historic roof, floor slabs, columns and walls of the library's 14,000-SF main reading room. Restoration of exterior finishes, interior architecture and historic building features. Scope includes code/ADA work and upgrading existing mechanical, electrical, plumbing, fire protection and alarm, and low voltage infrastructure.

9000 Wilshire, Beverly Hills, CA

96,000-SF, new ground up core/shell commercial office building in Beverly Hills. The three-story LEED Platinum building includes a fourth floor roof amenity space and four floors of underground parking with 24 electric vehicle spaces. The exterior façade design is full height glass curtain wall and metal panel bands between floors. The amenity space on the rooftop has both covered and open space for flexibility of use and the second floor outdoor patio/deck provides for additional opportunities to allow tenants to work indoors and outdoors.

New Karolinska Solna Hospital, Stockholm, Sweden

3.5 million-SF, 800 bed new hospital. NKS is Skanska's largest project ever and was developed with a focus on patients. All patients will receive a single room and be offered thematic care, where a team of medical experts and specialists will be working in unison and visiting the patient, instead of the patient being transferred between various hospital departments.

SKANSKA

Stephen Hattwick | Senior Cost Estimator



**24 yrs in industry
1 yr with Skanska**

Georgetown University
M.A., MPS Real Estate
Finance
University of Texas,
Austin
M.A., Master of
Architecture
Skidmore College
B.A., Economics

San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), Alondra Gateway Park, Compton, CA

The first park project from the Compton Creek Implementation Plan enters its construction phase in the coming months. This project is immensely important to the community as it will revive a previously underutilized vacant property along the creek. Alondra Gateway Park is approximately 0.5 acres and that will be accessible to families, cyclists, runners, equestrians, and many others. It will feature a picnic area, seating area, natural play features, shade trees, bicycle parking, exercise areas, and an entry plaza. The landscape architect and Skanska are leading this transformative project as a community-led development that highlights addressing systematic inequities while also addressing climate sustainability.

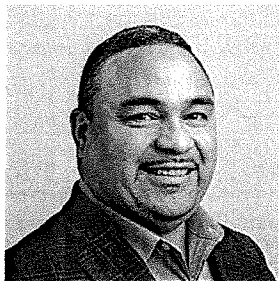
San Gabriel And Lower Los Angeles River, Rivers & Mountains Conservancy, Southeast Los Angeles Cultural Center, South Gate, CA

Skanska is serving as owner’s representative for the design and construction of the new \$250 million, 348,480-SF Cultural Arts Center project which includes the Cultural Center Building, Music Program, Visual Arts Program and Community Program. There will also be plazas, landscaping, roads, and parking.

Watershed Conservation Authority, Azusa Wilderness Park and San Gabriel River Center and Gardens, Azusa and La Puente, CA

Skanska is providing construction management services for the Azusa Wilderness Park Entry Improvements project and the San Gabriel River Center and Gardens project. The Azusa project is approximately 6.5 acres along the San Gabriel River. The River Center project is situated in a two-acre area that includes an existing 1929 Spanish colonial revival farm house. The intent is to transform the site into a water-wise educational resource and visitor center for the public.

Israel Rentas Jr. | Scheduler



**27 yrs in industry
10 yrs with Skanska**

New York University
B.A., Construction
Management
New York University
B.S., Construction
Management

OSHA 30-Hour Safety
Training

CA DGS, Clifford L. Allenby Office Building, Sacramento, CA

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\$130 million, 165,296-SF courthouse for the Superior Court of California, County of Shasta. Skanska provided Scheduling Services including technical review of the contractor’s baseline schedule, and review of the monthly schedule updates for the duration of the project.

City of San Antonio, Hemisfair Civic Park, San Antonio, TX

\$27.9 million, nine-acre public park located within the former 1968 World’s Fairgrounds and adjacent to the River Walk. The project includes constructing several water features, the Great Lawn, restroom building, sprawling natural stone blocks and pavers and new utilities.

City of San Antonio, City Tower Renovations, San Antonio, TX

\$81 million, 500,000-SF renovation of 22 levels of the Frost Bank headquarters building in downtown San Antonio. The building consolidates several departments to hold 27 city departments and approximately 1,500 city employees. The project also provides five floors for tenant offices in the tower and some retail space on the street level. The concourse (lower) level includes potential amenity spaces such as an exercise/wellness center, conference/meeting spaces, cafeteria/ food service, and a library department component.

SKANSKA

Lorena Carrillo | Project Engineer II



10 yrs in Industry
2 yrs with Skanska

East Los Angeles
Community College
A.S., Construction
Management

OSHA CPR and First Aid
Training
Skanska Crisis
Management Training

San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy (RMC), Alondra Gateway Park, Compton, CA

The first park project from the Compton Creek Implementation Plan enters its construction phase in the coming months. This project is immensely important to the community as it will revive a previously underutilized vacant property along the creek. Alondra Gateway Park is approximately 0.5 acres and that will be accessible to families, cyclists, runners, equestrians, and many others. It will feature a picnic area, seating area, natural play features, shade trees, bicycle parking, exercise areas, and an entry plaza. The landscape architect and Skanska are leading this transformative project as a community-led development that highlights addressing systematic inequities while also addressing climate sustainability.

San Gabriel And Lower Los Angeles River, Rivers & Mountains Conservancy, Southeast Los Angeles Cultural Center, South Gate, CA

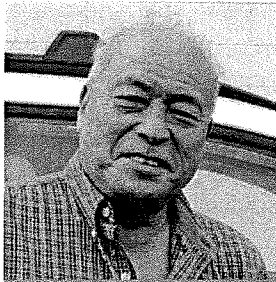
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Darrell Goo, QSP | Project Manager I



30+ yrs in Industry

Cal Poly San Luis Obispo
B.S. - Architecture

Qualified SWPPP
Practitioner (QSP)
(CA) No. 26410

County of Santa Barbara Project Management, Santa Barbara County, CA

Darrell has served as an extension of staff for the County of Santa Barbara via Skanska for several years. His duties include on-site construction oversight, daily and weekly reporting, contractor coordination, contract administration, and constant communication with County staff. Darrell manages projects such as the Calle Real Water Main Loop, Santa Maria Juvenile Hall Recreation Yard, and New Cuyama Fire Station #27.

LMUSD Project Coordination Services, Arroyo Grande, CA

Darrell served as a Project Manager and Coordinator for the Lucia Mar Unified School District (LMUSD). He supplemented District staff and was responsible for overseeing various construction activities for three different schools in the District. He created daily construction logs with site photos to update the District in weekly status meetings, coordinated daily construction activities, and reviewed the plans against what was being built.

Development Review Engineer, Hollister, CA

Darrell worked with the City of Hollister to perform document reviews for a variety of development projects that required the City Engineering Department's review and approvals. His duties included plan review for both private and public works projects, map review, and public improvement plan review for Capital Improvement Projects. Darrell also managed a variety of documents pertaining to public and private projects, such as hydrology reports, sanitary sewer & potable water calculations, and storm water calculations and reports.

Danielle Chanley, PE, QSP/QSD | Project Manager II



20 yrs in Industry

Cal Poly San Luis Obispo
B.S. - Civil Engineering

Registered Civil Engineer
(CA) License No. 72189
Qualified SWPPP
Practitioner (QSP)
and Qualified SWPPP
Developer (QSD)

County of Santa Barbara Project Management, County of Santa Barbara, CA

Danielle serves as an extensive of staff for the County of Santa Barbara. She manages several CIP projects throughout the County, which includes construction and contractor coordination, and maintaining consistent communication with County Staff. Danielle's projects include the Santa Barbara District Attorney building (weatherization, fencing, etc.), Santa Barbara Veterans Memorial building (HVAC, safety), and the Orcutt Library project.

Casa Loma Probation Facility, San Luis Obispo, CA

The probation facility is managed by the General Services department of the County of San Luis Obispo. The project involved two stages. The first phase was a preliminary phase of topographic survey and involved identifying all deficient areas of the facility that were not ADA compliant. The second phase of the project was to complete a set of construction documents to address areas in the preliminary design phase.

Evergreen Shopping Center, Santa Maria, CA

Danielle provided a construction plan set for full ADA compliance for the renovation of existing buildings. The project was located on Highway 135 and Lakeview Road and was the second phase portion of construction.

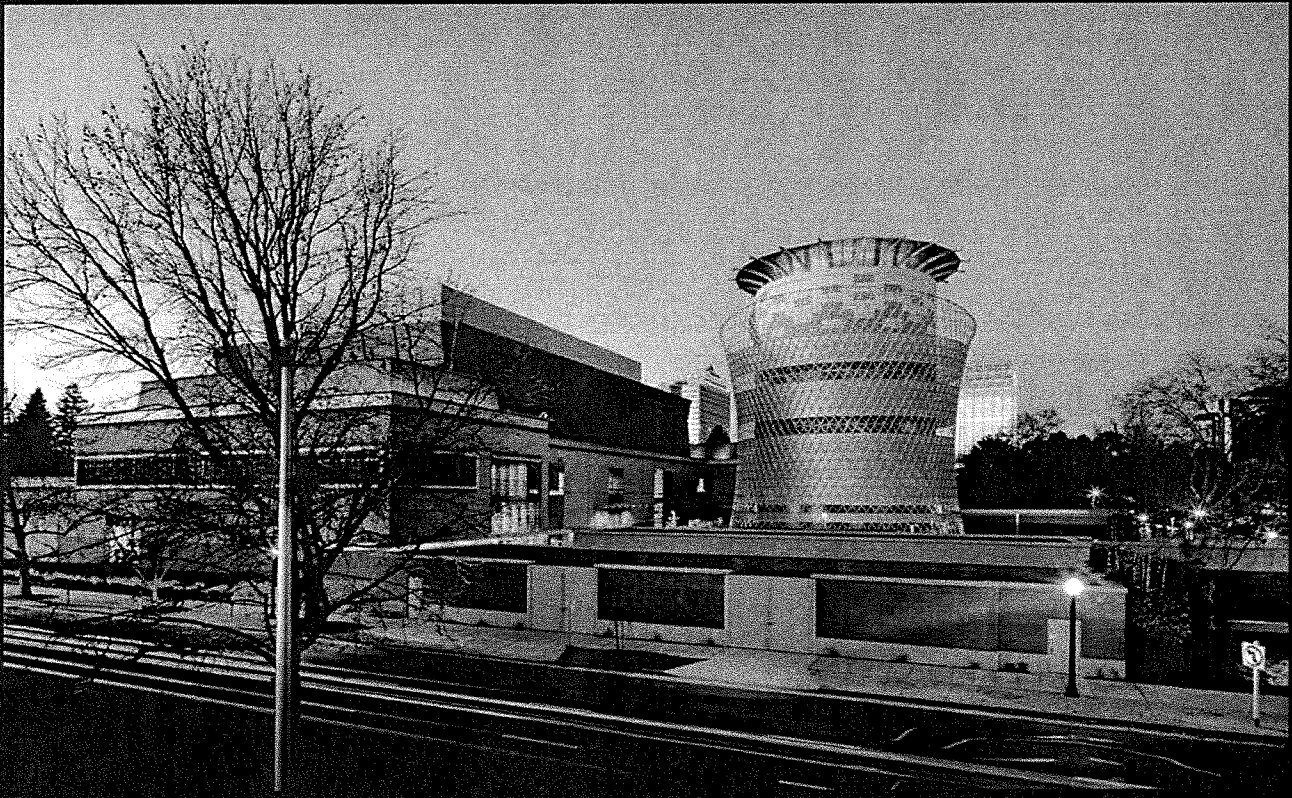
Lompoc Honda ADA/Encroachment Permit, Lompoc, CA

The Lompoc Honda car dealership proposed a remodel of a current location on Highway 1. Danielle analyzed the proposed site plan to verify that the ADA path of travel shown was compliant. Her services were also retained to successfully obtain an Encroachment Permit for the dealership with Caltrans District 5.

SKANSKA

4.

Organization and Approach



State of California Central Utility Plant, Sacramento, CA

SKANSKA

4. Organization and Approach

Construction Manager and Builder Organization

Skanska Integrated Solutions (SIS) was developed as the program management and consulting arm of our general contracting division, Skanska USA Building, and we offer clients a great deal more depth than the pure PMCM or designer centric firms. SIS is currently managing over \$3 billion of construction contracts nationwide as the Owner's CM. We have direct-ready access to Skanska's vast depth of global general contracting and project development resources, and since we typically share staff between all company divisions we can seamlessly and quickly scale additional resources on demand to support complex project challenges. The staff we propose have executed planning, design and construction contracts for many public owners in California, including for some of Skanska's most complex and sustainable projects to date, in the role of the Owner's CM as well as the general contractor. Our team provides clients CM agency services for criteria development, constructability review, logistics planning, design oversight, project management, utility infrastructure development, scheduling, project controls, cost estimating, claims analysis and of course construction management. Pure PMCM and design centric firms simply do not have staff with the same builder's experience.

California Public Sector Experience

Skanska has managed the construction of numerous state and local government projects relevant to the County's 5-Year Capital Improvement Plan. Our construction project management experience encompasses projects sponsored by the County of Santa Barbara, the City of Santa Barbara, California Department of General Services, County of San Mateo, County of Santa Clara, Contra Costa County, City of Santa Rosa, Judicial Council of California, Watershed Conservation Authority, San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy, University of California Los Angeles, University of California San Francisco, California State University, Los Angeles World Airports, San Francisco International Airport, and Los Angeles County Metropolitan Transportation Authority to name a few. Those projects included public safety and emergency response facilities, police stations, fire stations, probation department headquarters, state courthouses, to net zero energy and LEED certified projects, state, county and city government office buildings, higher education buildings, healthcare facilities, airports, light rail tunnels and transit stations, and parks.

Team Approach

Each team member has been selected for their discipline, area of specialization, technical expertise, County of Santa Barbara experience, and successful delivery of projects on-time, on-budget, and at specified standards of quality. We offer Public Works a world-class CM team with two California licensed Professional Engineers, two seasoned Certified Construction Managers, a LEED Accredited professional, a Construction General Permit Qualified SWPPP Practitioner and Qualified SWPPP Developer. We are a proven and cohesive team that has worked together for years successfully delivering public sector projects.

Skanska's Principal-In-Charge John Maloblocki, CCM will provide direct management oversight of the project team to ensure the right CM resources are readily available for projects. As a Senior Vice President with 18 years at Skanska, and the Western Regional Executive for SIS, John can leverage Skanska's resources on a national scale offering a wide

range of consulting professionals should issues arise that warrant involving additional experts. Contract Manager and Project Manager III Mark Kindhouse PE, CCM, LEED AP is a seasoned CM professional with two decades of construction experience in SoCal. Mark is our CM team lead. Mark and several other members of our CM team have worked on the County of Santa Barbara projects and have established solid relationships with Public Works based on trust and accountability. Mark is supported by Project Manager II and California licensed Professional Engineer Danielle Chanley, PE, QSP/QSD, Project Manager II Fernando Orta, Project Manager I Josefine Semelius, and Project Manager I Darrell Goo, QSP, Senior Cost Estimator Stephen Hattwick, Scheduler Israel Rentas, and Project Engineer II Lorena Carrillo. We have the right experience, technical skills and knowledge of the local construction market.

Skanska will work in partnership with the design team, authorities having jurisdiction (DSA, OSFM), utility companies, and contractors, to align stakeholders to the County of Santa Barbara project goals. It is our job to facilitate a collaborative project team environment based on trust and reliability. Our CM team will not have a learning curve with County processes and procedures. Skanska has been performing for the County of Santa Barbara over the last 2 years on a new \$17.6 million Emergency Operations and Regional Fire Communications Center, a new \$37 million Probations Headquarters Building, and the \$1.2 million Santa Ynez Valley Airport US Forest Service Building. We are additionally assisting with Countywide Security Upgrades, Roadway Repair, Energy Reductions Upgrades, Roof Replacement Program, and Parking Lot Repair Program totaling over \$30M per year. We know the County's processes and are networked with the Capital Projects Division and Facility Maintenance Team. We have established relationships with local trade contractors, we know the Santa Barbara neighborhoods, and have worked with the authorities having jurisdiction (AHJ).

General Administration

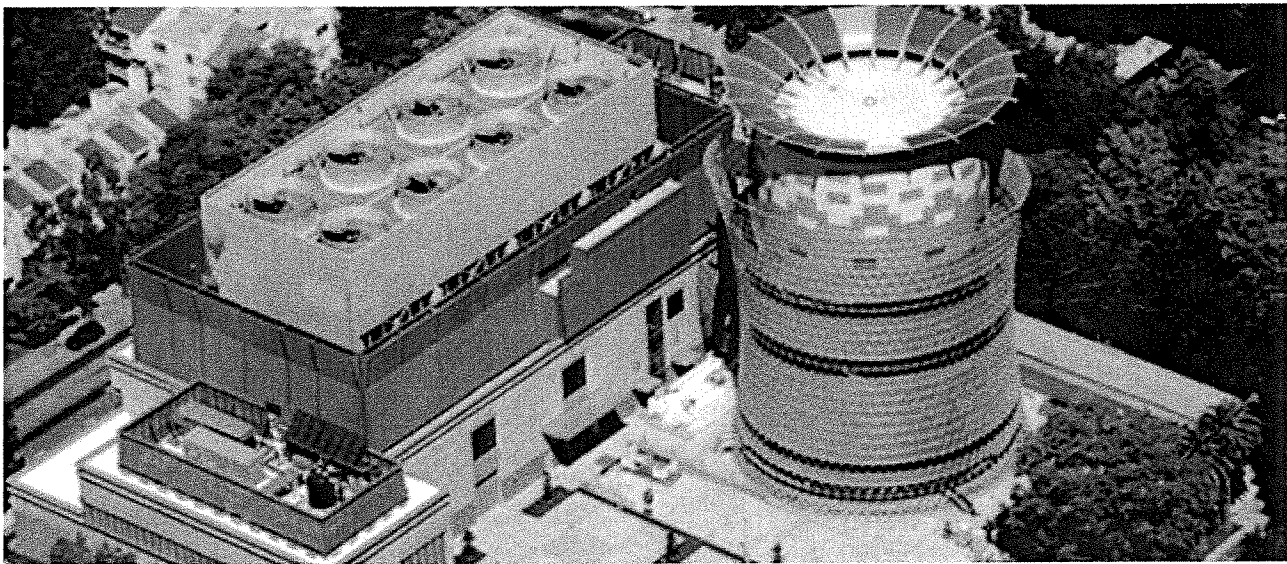
Our Project Managers, supported by a Project Engineer, will provide on-site daily construction management, run project meetings, support Board letters, and provide the daily general administration of County projects, including processing submittals and RFIs, payment applications, change orders, documenting field conditions, generating status reports, inspecting material deliveries, providing quantity verifications. Skanska will tailor a Project Management Plan to specifically suit each project and ensure County goals and objectives are comprehensively incorporated. We work closely with the contractor on constructability on site logistics, phasing, utility coordination, and clash detection. We will produce a project Master Schedule, then analyze and incorporate the GC's Baseline Schedule, and analyze the GC's schedule logic monthly, assessing activities and float to ensure the critical path hasn't changed. We will provide cost benefit analysis, value engineering, cost estimating, and claims analysis services as needed to ensure thorough cost controls and budget management for the duration of the project.

Scope Development and Regulatory Compliance

Our team has extensive experience developing the scope of work for public agencies. Our approach to developing scope is to help clients get the most out of every dollar invested in the project. We will keep in mind coordinating regulatory compliance, and assembly of the procurement package for the GC and their buyout of trade subcontractors. We will assess constructability and logistics for a tight urban jobsite, and plan on how the project team will effectively facilitate early reviews by the AHJs and utility companies that pave the way to scope approvals the first time, without having to resubmit. Technically our team is exceptionally well versed in soils excavation, building foundations and structural systems, planning and tracking LEED credits and Net Zero Energy systems, seismic retrofitting, accessibility standards, and of course building structural, MEP, IT, AV, security access, and fire life safety systems.

Skanska was the design-builder for California DGS on the \$188 million Sacramento Central Utility Plant (CUP), LEED Platinum and Net Zero Energy project. The State plan called for

retrofitting the existing central plant. Skanska determined it would be more cost effective to build a new one. We developed two scope solutions and advanced both designs, for the State to make an informed best value decision, which ultimately was the lower cost option. The result was a savings of 22% in the reduction to the budget and the delivery of a superior project. Skanska achieved regulatory compliance approvals for the CUP by creating a design and construction plan that minimized impacts to the Sacramento River, while addressing seismic, fire and life-safety, and ADA accessibility requirements. Our team was able to integrate current compliance requirements into the design of the facility by leading early collaboration meetings with the Division of State Architect, State Fire Marshal and local agencies which effectively navigated the review and approvals of the permits process. Skanska led the CUP project to receive 10 industry awards including the 2012 Governor’s Environmental and Economic Leadership Award for Sustainable Facilities, California’s highest environmental honor.



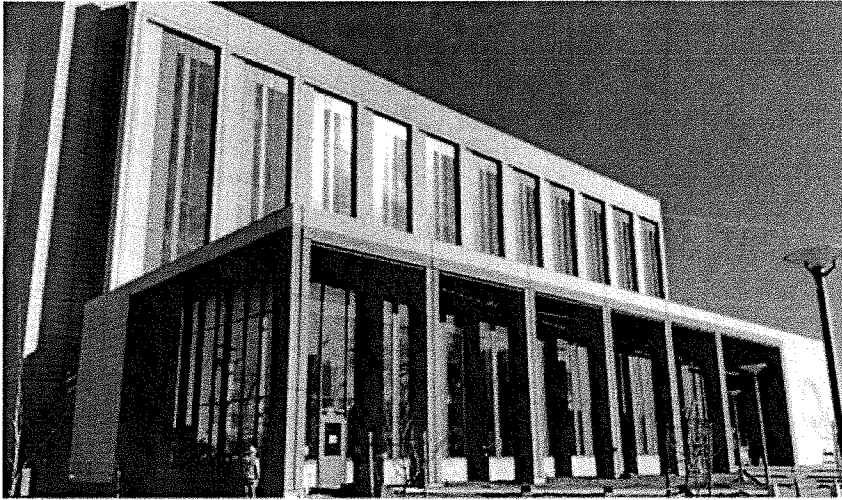
California Department of General Services, Sacramento Central Utility Plant

Schedule Assessment

Skanska was the CM for the California DGS on the \$235 million Clifford L. Allenby Building, which was constructed concurrently with the \$500 million New Resources Building in Sacramento. Since both were large projects and there was a concern regarding availability of labor, equipment and materials for concurrent trades. DGS asked Skanska to conduct a construction schedule analysis comparing the availability of construction resources by major trade contractors on the two projects. We compared schedules of both Design-Build teams (Rudolf & Sletten and Turner Construction) to determine if there were potential conflicts. We identified the activities which overlapped for a few of the major trades, and included colored charts graphically showing the concurrency of key trades for construction activities for both projects. There was a concern for demolition, earthwork, concrete placement and elevator trades. We subsequently advised DGS where major trades had potential conflicts, and provided recommendations on how to avoid a risk of insufficient labor, equipment and materials.

Time Impact Analysis

On the Judicial Council of California’s (JCC) New Redding Courthouse, Skanska examined the contractor’s schedule and performed a review of the time impact analysis. Our team worked closely with the JCC and the General Contractor to examine two years’ worth of contractor work product. We identified long-lead items that needed to be reflected in the schedule,

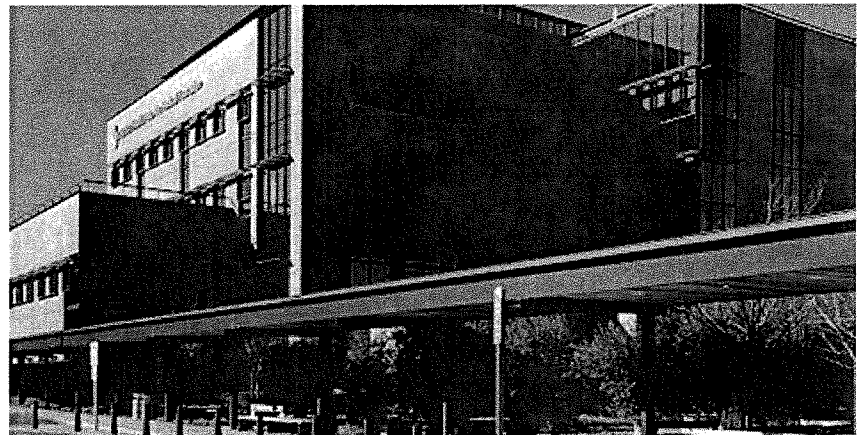


Judicial Council of California, New Redding Courthouse

provided feedback on pull-planning opportunities for trades' activities, and identified many areas of trade stacking, potential cost events, multiple critical path risks, and non-compensable delays. Our understanding and application of scheduling complex projects and application of best practices greatly helped the JCC to properly manage performance expectations mitigate extensive delay risk.

Target Value Design

The Target Value Design (TVD) process. TVD is a collaborative LEAN design process to develop a durable target budget, reduce/eliminate redesign. By measuring costs to target values with continuous estimating, and utilizing benchmarking and analytics to evaluate alternative systems components, we can avoid the value engineering process. For the Sutter Health, Palo Alto Medical Center San Carlos Skanska used the Integrated Project Delivery (IPD) method for the \$163 million medical office building and outpatient center, which included site development and a 1,126-vehicle parking garage, Skanska employed collaborative Lean methods including target value design to reduce the multiphase project's costs by \$7 million. This then allowed for the inclusion of additional scope, higher end finishes, more medical equipment, and the build out of the third floor which was originally designed as a shelled space. Skanska additionally led pull-planning workshops with subs to develop strategies that streamlined production and minimized waste by prefabricating duct risers, exterior walls, and interior partitions. A founding member of the Lean Construction Institute, Skanska has unrivaled experience in the use of collaborative Lean tools to develop SOW for capital projects.



Sutter Health, Palo Alto Medical Center, San Carlos

Pull Planning

Pull planning is a Lean construction scheduling technique that improves efficiency and reduces the waste in excess resources. Our team is skilled in analyzing workforce utilization and construction resources. by using pull planning to ensure activities are optimally sequenced, and realigning activities to more efficiently to meet critical deadlines. By establishing strategic milestones working in reverse step by step, Skanska can work with the GC to pull scheduled activities from back to front to reduce durations, save resources and money. Being a builder-centric CM means our knowledge of construction can help the GC

redevelop a sequence of activities to create a fragnet focused on the most valuable use of production time. On Sutter Health, Palo Alto Medical Center San Carlos the Skanska team needed to re-locate construction parking into the newly built parking structure so the team could start site work. For this to happen the AHJ needed to sign off on the parking structure, but one of the belly beams was too installed low which was preventing sign-off. Skanska's pull-planning effort developed a critical sequence strategy to overcome the challenge and the team was able to meet the original schedule with no delays to the work start/end dates.

LEED Experience

Skanska is one of the world's most green-focused construction project delivery firms. We have completed 200+ LEED Certified projects, and numerous Net Zero Energy projects. Skanska has over 500 LEED Accredited Professionals nationwide, we've been a member of the Institute for Sustainable Infrastructure since 2015, we're a member of the U.S. Green Building Council, we're ISO 14001 Certified, listed on the Dow Jones Sustainability Index, and we're listed among the "Top Green Builders" by Engineering News Record. Our sustainability work aligns with the United Nations Sustainability Development Goals, which helps us maintain support for the universal sustainability principles defined by the UN Global Compact. Mark Kindhouse PE, CCM, LEED AP BD+C has led LEED projects and will collaborate with the designer and GC to confirm LEED and Net Zero Energy goals are constructed as designed.

Procurement Phase

Skanska's CM team is proficient in drafting a Procurement Plan for public agencies and reviewing submissions to RFPs. We will work with the design team to establish a clearly documented bid package with the highest degree of confidence possible. We help clients draft front-end specifications and with preparing the bid package for release. Upon receiving the submissions, Skanska can help Public Works level the bids, identify acceptable bidders who have financial stability, a healthy work volume, dedication to safety, a history of good performance on similar projects, and confirm bid packages address all requirements in the RFP. Our builder's expertise will serve to address bidder with clarification requests to ambiguous qualification statements, assumptions, and exclusions, which is effective in negotiating cost and general conditions. To help determine the best value bid for the shortlist, we will provide a spread sheet breaking out bids, listing pros and cons, we prepare bidder questions for the interviews and advise on key topics. Skanska knows how to procure the best value General Contractor, establish a working partnership, and facilitate collaboration between the Architect and General Contractor.

Skanska will assist Public Works to increase market interest and bidding competitiveness. We understand contractor availability, and to gauge interest levels from qualified companies we will reach out to potential bidders, assessing their bid schedules to help coordinate the best window for issuing an RFP that avoids conflicts with other regional bid due dates to maximize market competition. On the \$55 million California DGS Greenwood Residential Center, the designer's estimate was too close to the State's budget limit. Skanska conducted outreach to promote competitive bidding and determined when each contractor was available to generate a bid. The State must receive at least 3 qualified bids, so Skanska coordinated a bid due date between the majority of contractor's bid schedules for DGS to advertise the RFP. This strategy worked amazingly well. When DGS held the Prebid Conference and Sitewalk, the large conference room was packed full with contractors. The top three bids came in within \$1 million of each other, and the winning bid was \$5 million (9%) under the estimate.

Stakeholder Collaboration

The key to delivering successful construction projects is fostering collaborative relationships between the people working on them. Our job as CM is to facilitate a collaborative process that solves project challenges. Our CM Team speaks the language of the A/E, contractors, AHJs, and utility companies alike. Skanska will establish a working partnership between the

County's internal and external stakeholders: County divisions, city agencies, AHJs, utility companies, designers, consultants, and contractors. As your CM Skanska will leverage the collective experience of the project team to employ early engagement meetings with the surrounding community (as needed) and each of the utility providers. Similarly, we will work proactively to prime the AHJs before their review of design, conducting inspections, and approval the project for occupancy. In early engagement meetings we will coordinate with the designer on a strategy that satisfies AHJ objectives and gains their trust. Skanska will attend AHJ confirmation meetings as needed with the designer to facilitate clear and targeted communications. We understand what a project needs to meet AHJ requirements for approval in the initial design package submission.

Similarly, we understand how critical it is to work closely with the local utilities and will collaborate proactively with them to keep project utility milestones tracking as expected. On the DGS Sacramento CUP one of the many challenges Skanska was responsible for resolving was the chilled water and steam system tie-ins. Chilled water and steam are critical systems since they provide cooling and heating for all 26 State-owned Downtown Sacramento buildings including the Capitol. Our team led weekly coordination meetings between the Central Utility Plant Engineers, the power company, designers, and controls subcontractor, and California Department of Technology to coordinate and implement utility tie-ins. Our team developed Method of Procedures (MOP) that included Lock Out Tag Out (LOTO), hot-tap, and all other activities that resulted in a successful tie-in with no interruptions. Skanska additionally managed approvals for the EEMS Alerton System upgrades, and the coordination of software and hardware upgrades to the CUP's BMS infrastructure.

Risk Management

We will proactively mitigate project risks from the start to ensure all the stakeholders are aligned to ensuring quality construction, confirming milestones dependencies are on track, and controlling cost throughout construction. Early on we will manage issues that would otherwise emerge late in the construction process, flushing risks out in a timely efficient manner. Our approach is to collaborate with the GC and design team to minimize the probability of impact from unfortunate events and assure uncertainty does not deflect the realization of project goals, while concurrently maximizing opportunities. Our team helps build stakeholder cohesion with a Risk Register to exchange information, document risks, identify dependencies, and facilitate innovative strategies that mitigate risk. A risk mitigation strategy will be assigned which describes how a particular risk and associated vulnerabilities will be handled – describing the what, when, by whom, and how the risk consequence will be avoided or minimized prior to it becoming a liability. Risk management fosters trust and encourages ownership of risks as one project team, together we leverages each company's and person's specialized area of knowledge collectively for the benefit of the project.

Supply Chain Management

Skanska is a full-service provider of construction services, and one of the world's largest general contracting organizations. Our Strategic Supply Chain (SSC) Group is in constant communication with material vendors, products and equipment manufacturers across the U.S. Our SSC leverages Skanska's national scale and supplier management expertise to understand the dynamics of the supply chain and assists clients in developing plans to mitigate long lead challenges. There are many success stories highlighting how our relationships get suppliers focused on the needs of clients, prioritizing materials, and equipment deliveries to keep projects on schedule. Our CM team has unique depth through the SSC and our National Procurement Team, working in tandem on an as-needed basis, they provide current pricing and reliable lead times.

Jobsite Safety

Our CM team is committed to maintaining the highest standards of safety compliance, and

we will monitor safety practices of the GC on the County’s jobsites. Skanska’s dedication to environmental health and safety-first in managing projects is exemplary in the industry. Our team will conduct a comprehensive review of the contractor’s Safety Plan to ensure the County’s goals and OSHA standards are being foremost incorporated to ensure protection of people and property. Our review of the Safety Plan will include a report with recommendations on compliance citing OSHA guidelines and our own corporate safety requirements. We will observe the work and monitor safety protocols as work progresses and report concerns of potential incidents or near misses.

Phasing and Logistics

Mark Kindhouse and his team have experience in phasing and logistics planning. As a leading GC developing, overseeing, and preparing implementing Phasing and Logistics Plans, this is a differentiator for Skanska. Phasing enables a project team to minimize public-contractor interaction, reducing impact on the surrounding neighborhood. One of the issues we focus on is whether construction phasing will potentially create unsafe conditions or have negative impacts on the neighborhood. On the Regional Medical Center of San José 4-Story Patient Wing Addition, and the Kaiser South San Francisco Exterior Building Envelope Repairs projects, Skanska’s team performed phasing and logistics planning to address OSHPD requirements and minimized impacts to patients on an occupied critically sensitive medical campus. Our CM team will support the GC to develop a Phasing Plan and Logistics Plan and integrate the Plan with the construction schedule to further ensure alignment with Public Works’ priorities.



Regional Medical Center of San Jose, 4-Story Patient Wing Addition

Documentation and Communications

Skanska’s will typically utilize laptops with tablets for field, with multiple software programs, as needed. Our Team is proficient in a variety of construction project management software programs, including Procore, AutoCAD, Revit, Bluebeam, Oracle Primavera P6, Microsoft Office Suite (Word, Excel, Project), MS Teams, SharePoint, and project reporting software such as Power BI.

Procore - Skanska has been using Procore since 2016, and we are one of the largest construction companies on their Executive Customer Advisory Board. All of Skanska’s projects have access to Procore. Currently, we have nearly 900 U.S. employees that have been certified, with additional employees continuing their Procore education every day. Skanska will use Procore for document and field management, including management of submittals, RFIs and meeting minutes. We use Procore for easy access to documents in the field, and provide stakeholders access to the most up-to-date documents from anywhere they have an internet connection. This collaborative tool allows project team members to share and access the most current project information on one interactive platform, streamlining the flow of real-time information from the office to the jobsite, which increases accuracy and reduces rework.

Autodesk – Skanska has an Enterprise Business Agreement with Autodesk that provides our team members unlimited access to a family of over 30 Autodesk products, including: AutoCAD, Revit, and BIM 360. This partnership will provide our CM team with access to

expedited IT troubleshooting, real-time consulting, training, and technical support. Other teams affiliated with Skanska are given priority support direct from Autodesk on issues large and small. Skanska will use AutoCAD and Revit to enable project stakeholders to access project information, manage their issues, and view specific information uploaded by others. These tools reduce errors and rework, fosters collaboration, and enhances communication efforts.

Oracle – Skanska will use Primavera (P6) for planning, managing, and providing oversight of construction schedules to ensure project goals and objectives are accomplished within approved timelines and budget parameters. Our scheduling process utilizing P6 is described in Section 4 Selection Criteria under number 8 Scheduling.

Bluebeam – Skanska uses Bluebeam for virtual solutions, viewing construction documents PDFs, adding markups, and conducting real time drawing and constructability reviews with the Owner, AE and GC.

SharePoint – Skanska uses SharePoint to streamline data sharing workflows with digital signatures. Project stakeholders can access the site to determine the status of a billing in relation to approvals, payments, and requests for corrections. This brings a high level of transparency to the project management process that increases accountability, resulting in increased speed to get contractors paid faster and keep cash flows on track.

Microsoft – MS Teams and Office are the communication tools that serve as the hub for team collaboration, integrating people, content and tools to be more engaged and effective. We optimize the relationship between Microsoft, SharePoint and Procore, using the three interfaces for different purposes while keeping documents synced with version control. MS Teams is used to maintain project team meetings and calendars, and for its robust document indexing features, and Procore for project management and construction documentation management. Both interface easily integrate to other Microsoft 365 products like Power BI. Integration of these applications allows SharePoint and Teams to act as access points for project reporting dashboards, while workflow automation triggers reminders as milestones are approaching.

Quality Assurance (QA)

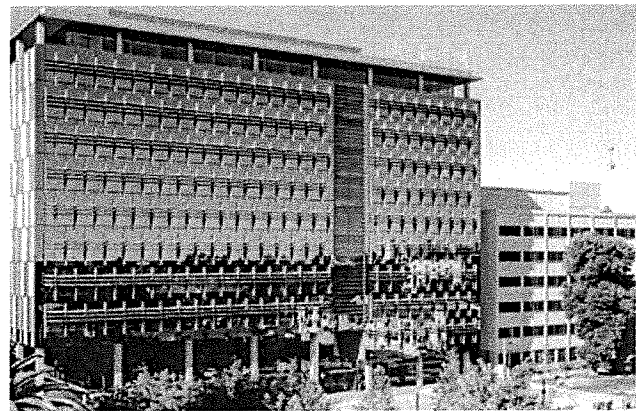
Skanska infuses QA at every phase of project development. To achieve continuity in standards of construction, our team begins with reaching a mutual interpretation of the quality required by the specification sections. Our CM team offers County projects the expertise of California licensed Professional Engineers, Certified Construction Managers and seasoned Project Managers who will review the design and attend the Preinstallation Meetings held by the GC and subcontractors. We are diligent to ensure a clear mutual understanding of design, specifications, and shop drawings, to effectively reduce quality defects by preventing defective installations, proactively assuring the work will be performed correctly the first time. Verifying the contractor thoroughly comprehends technical performance requirements neutralizes every potential concern or any hesitations they may have with the scope. For more complex integrated building systems, we facilitate live ‘over-the-shoulder’ design reviews with the A/E, GC, and trade sub(s). On concealed areas the contractor will be required to sign off on an inspection checklist indicating the work in a defined area will be concealed and is properly located and complete prior to being concealed. Subcontractors will prepare an Inspection Checklists for use on the project, referencing drawing and specification numbers, and the Checklists are signed by the GC and trade subs confirming verification of the work.

Our team will encourage the review of mockups to mitigate deficiencies and deviations, and confirm corrective remedies are acceptable. An activation inspection is required when a subcontractor has completed the static installation of equipment and is ready to place equipment in dynamic operation for use. At least 3 days prior to the scheduled time for

placing equipment into dynamic operation, subcontractors are required to provide notice when they are ready to schedule the activation inspection. Subcontractors will provide a preliminary activation schedule and training schedule in advance of the activation inspection. An equipment training program will include an overview of the required training in detail. Equipment training will be videotaped for future reference. Should there be a condition where a subcontractor fails to remedy a deficiency or punch-list item in conformance with specification requirements, Skanska will advise Public Works to issue a nonconformance demand letter calling for either replacement or rework of the installation. Failure to remedy items within the timeline outlined in the nonconformance letter will result in a payment withholding of an additional amount up to 1.5 times the estimate of the cost to replace or repair the work to meet the specifications, as per the terms of the contract. Public Works can be assured that Skanska will be on-site driving quality conformance until the last deficiency is resolved, every punch-list line item is approved, closed and complete.

Cost Estimating

Cost estimating is a continual and comprehensive analysis for cost and budget validation, tracking every cost category and accounting for each budget system: design, construction, testing, fees, general conditions, contingencies, profit, escalation, and inflation. Skanska Estimator Stephen Hattwick has led the estimating efforts on many ground-up construction projects. Stephen is a highly proficient estimator and will provide independent cost estimates to compare against the GC's estimates. For proposed change orders our team will verify scope, and Stephen will evaluate if the GC is providing fair and accurate pricing. Should our estimate identify a variance exceeding 5%, Stephen will work with the GC to understand their logic and our team will negotiate an equitable change order add or deduct as needed. We will ensure the work keeps moving forward on schedule as we assess changes, inform Public Works of the total potential cost exposure, and help develop a response strategy as warranted for Public Works to make well-informed choices. The Clifford L. Allenby Building was estimated from 95% construction documents at \$230 million, and the project came in just over 3% of the final bid result at \$238 million.



CA DGS, Clifford L. Allenby Office Building, CA

Cost Benefit Analysis (CBA)

CBA is at the heart of the cost control function and is the first step to be taken before a reliable forecast for cost and schedule can be formulated. A cost benefit analysis process includes determining initial cost net present value and life cycle cost.

- Determine initial costs – typically a standard estimate
- Determine maintenance costs – available from facilities maintenance data
- Determine energy costs – using historical usage records and escalating to reflect projected utility costs, life cycle energy costs can be determined
- Determine replacement costs – escalating estimated cost to reflect future cost after expected useful life of systems has proven accurate to replacement costs

There are multiple approaches and techniques that can be used in performing a CBA. Physical quantities are the most influential components that impact cost and progress. The

volume of items to be produced and installed requires labor time and materials cost, and as the volume changes from the original estimate it directly influences the time and cost to complete the work. Work Hour Analysis is the process of comparing actual and planned work hour performance in different formats, plotted over the duration of time to develop a curve indicating the trend for performance, formats can include:

- Actual work hours versus planned, based on staff schedules and progress
- Workforce loading plans per the schedule
- Performance against budget
- Comparison of actual versus planned workhour unit rate
- Work hour expenditures to percentage of completion

When making this comparison the original estimate provides the base and is only revised when change orders are officially approved and executed. Estimator Stephen Hattwick has 20 years of experience providing CBAs, he will identify alternative options and make a recommendation. Stephen will provide the budget analysis, cost benefit analysis, lead representative for value engineering, cost estimates, and oversee schedule alignment with cost to maintain Public Works' goals.

Value Engineering

Skanska will facilitate Value Engineering (VE) services as needed with the design and construction teams. VE is best applied early in the design process as an organized analysis design to achieve the lowest total lifecycle cost. On the El Paso 991 Center, El Paso, TX it was determined that a redundant cooling system would be preferred for the Dispatch and Server Room. The Mechanical engineer indicated it wouldn't be needed and could be taken out, however this was not the case and a 40-ton split system is now being utilized for the room as the original system was overused. This is an example of VE serving the budget but not the project. Conversely, on the RMC Southeast Los Angeles Cultural Center project, Skanska was engaged by the client to work with the design team of Gehry Partners to verify accuracy and current pricing. Skanska's project lead reported that prices had escalated, and RMC asked us to work through a VE exercise with Gehry Partners. The result was that the project team discovered a savings of nearly \$47 million.

Closeout

Skanska will ensure all legal, financial, and contractual obligations are fulfilled, including as-built documents, lien releases, final invoices paid, project accounting reconciled with operating statements, funding surpluses returned, project records transferred, systems start-up, training, punch list completion, and coordination of warranties. Issues with building systems, keying, and O&M training of equipment will be resolved prior to acceptance. We ensure client satisfaction before contractors demobilize. Our aim is to promptly correct issues as they arise to prevent impact on facility operations. We will use a Non-conformance Log for deficient elements of work to minimize punch list volume at the end. We manage punch list reconciliation and make recommendations to maintain compliance with contract requirements. Skanska will prepare a closeout matrix to include closeout deliverables: warranties, operations and maintenance manuals, systems training, as-built drawings, attic stock, etc., required by the contract.

SKANSKA

5.

Statement of Work



City of Beaverton, Public Safety Center, Beaverton, OR

SKANSKA

5. Statement of Work

Scope of Work

Skanska will provide services for program development, project delivery, contract compliance and management oversight, financial management/cost control, document control, construction management, constructability, logistics and utilization, and project data management to ensure timely and cost-effective delivery of capital projects. Our team will monitor, coordinate and evaluate all key project activities, including the work of other consultants, as directed by the County, to ensure optimum scope/configuration control, cost/schedule compliance, and quality assurance/control of project designs, technical specifications, contracting strategies and contractor performance, with a focus on proactive control, leading to claims avoidance and/or claims mitigation. As directed by the County on an as-needed basis, Skanska will provide the scope of services listed in the bullets below. Please refer to Section 4 for a detailed description of how the Skanska CM Team will be organized and our strategic approach to delivering services to the County.

Project Scope Development

Skanska will develop a comprehensive and detailed Scope of Work (SOW) for County projects included in the County’s Five-Year CIP as assigned. These projects may vary in scope and complexity across a wide spectrum of needs, locations, departments, use, and difficulty. Projects will be issued by the County under a Master Services Contract and be defined by task orders. The SOW will specifically utilize and reference sections of the Construction Specification Institute (CSI) format as the framework for Capital and F/M projects as assigned.

Project Controls

The table below shows Skanska’s project controls activities by phases.

	Preconstruction	Procurement	Construction	Closeout
Quality	<ul style="list-style-type: none"> Coordinate utilities Constructability analysis Review plans & specs Sequencing & phasing Site logistics & circulation Validate clash detection Environmental requirements 	<ul style="list-style-type: none"> Review GC RFP Assemble bid package Review GC proposals Ensure no scope gaps Respond to bid questions Review contacts 	<ul style="list-style-type: none"> Run kickoff & OAC meetings Monitor testing & inspections Coordinate utility tie-ins Coordinate RFIs & submittals Oversee means & methods Oversee commissioning Oversee materials storage 	<ul style="list-style-type: none"> Prepare punch list Resolve Deficiencies On board O&M team & training Ensure complete documentation As-builts, record set Warrantees Final inspection
Time	<ul style="list-style-type: none"> Construction milestones Master schedule packaging Strategy Validate schedule 	<ul style="list-style-type: none"> Monitor package bid Ensures the County’s master schedule is maintained 	<ul style="list-style-type: none"> Monitor schedule progress Review CPM logic & float Review time PCOs Mitigate delays Facilitate recovery schedule 	<ul style="list-style-type: none"> Update and complete as-built schedule
Cost	<ul style="list-style-type: none"> Review estimates Verify quantities Value engineering Mitigate gaps & PCOs Cost benefit analysis 	<ul style="list-style-type: none"> Level bids Review bonds & insurance Review assumptions Flush out ambiguities Clarify questions Clarify ambiguities Make recommendations 	<ul style="list-style-type: none"> Review schedule of values Verify % of work complete Review cost PCOs Independent estimates Review claims Review pay apps 	<ul style="list-style-type: none"> Closeout of outstanding changes Release of liens Final pay app
Management	<ul style="list-style-type: none"> Review permit compliance Community engagement Run neighborhood meetings Stakeholder collaboration Facilitate communications Keep project team informed 	<ul style="list-style-type: none"> Conduct outreach Advise on bid schedules Verify bidder qualifications Manage preconstruction Meeting and site walk Support contract awards 	<ul style="list-style-type: none"> Coordinate surveys Assist labor compliance Prepare monthly reports Oversee safety compliance Maintain records 	<ul style="list-style-type: none"> Create closeout checklists Final report

Cost Estimating

For the Capital Improvement Program as well as individual projects, Skanska will provide cost estimating services, including estimating for the assembly budgets and the assembly of internal project management hours. As requested, we will provide cost estimating services in conjunction with a cost benefit analysis and/or value engineering services.

Scheduling

For the County's Capital Improvement Program as well as individual projects, using Microsoft Project or equivalent scheduling software and employing the Critical Path Method, Skanska will provide scheduling services to assemble schedules, and/or coordinate with design firms and/or contractors to assemble schedules. The scheduling services will include continual monthly adjustments based on the progress of work and specific recommendations for prioritizing and accelerating critical path items.

Communications

For the Capital Improvement Program as well as individual projects, Skanska will coordinate project planning closely with County clients, incorporating a communications protocol approved by the County. Tasks include managing project meetings, programming of projects, and written construction notices. This service requires a comprehensive Communications Plan to be submitted during the pre-planning or project development phase and extending through construction and project close-out.

Project Management/Administration Tasks

Skanska will attend and oversee regular meetings with County staff, departmental clients, outside agencies, contractors, design firms and teams, vendors, regulatory agencies and suppliers required to complete the projects and programs as specified in Task Orders. We will assist the County Capital and F/M divisions in the preparation of Requests for Proposals /Qualifications (RFP/Qs), any required addendums to such RFP/Qs, contract documents, project documentation, internal and external communications. We will also be responsible to coordinate and direct design firm/team selection. We will support the coordination of plans and specifications in coordination with outside design firms contracted by the County. Our team will provide constructability reviews throughout the design process, including providing recommendations on construction feasibility; availability of materials and labor; time requirements for various project related installations and construction tasks; and factors relating to project costs. Skanska will coordinate the Value Engineering Process in collaboration with a design team to ensure that funding objectives are met. We will coordinate and manage bidding process on behalf of the County utilizing several project delivery methods, including Design-Bid-Build, Design-Build and Job Order Contracting (JOC). Skanska will provide bidding services using any of these delivery methods. The majority of County projects, and the RFP / RFQ process, are bid through an electronic procurement system through our Purchasing Division, utilizing Public Purchase software. This service will include reviewing Requests for Information (RFIs) from potential contractors during bidding, and assembly and coordination of all required addendums to support the bidding process.

Project Permitting

The majority of the projects managed by the Capital and F/M Divisions are self-permitted. There are however instances when outside permitting is required. Skanska will support the projects assigned by the County and submitted for review by County Planning & Development (P&D), County or City Public Works Departments (PW), or other public regulatory agencies. Additional services may include facilitating entitlement and permitting as required by a specific project, coordinate the submittals, and work with permitting agency to move the project through the approval process.

Project Documentation

Skanska will assemble, coordinate, and manage all project related documentation including reports, logs, pertinent report preparation; financial documents; coordinate submission of all required documentation; and other project related documentation to ensure a coordinated and collaborative approach.

Board Letter Development

Skanska will support the development and processing of Board Letters for the award of contracts, agreements and project approvals. This process may also require collaboration with CEQA/NEPA consultants with determination and documentation.

Financial Management

Skanska will assemble, coordinate, and manage various project financial documentation, including County Purchasing Requirements to coordinate various documents in coordination with the GS Purchasing Division. These tasks may include the development of Purchasing Requisitions (PRs); the issuance of Purchase Orders (POs); vendor registration; use of Public Purchase (web-based software for bid and RFP/Q postings); DIR registration; consultant, vendor, and contractor insurance requirements; and ongoing Purchasing concurrence and support for the procurement process.

Skanska will provide day-to-day management of financial tasks for projects, including, but not limited to the following: Work with GS Finance staff on the review and submittal of all project invoices, pay estimates, etc. (now completed through the use of Docusign); internal management of all project budgets, including the development of initial project cost estimates and budgets; assistance with overall program financial reviews; internal estimating; preparation of monthly or weekly timesheets for services provided and submitted to GS Finance; preparation of financial breakdowns to secure project funding within the County process; and assembly of documentation in support of Board Letter assembly and submittal.

Construction Management (CM)

Skanska will provide construction management (CM) for a wide range of projects included in both in the County's CIP Program and the F/M Deferred Capital & Maintenance Program as an essential requirement under the Contract. These tasks include, but are not limited to organizing the construction contract (and have knowledge of the terms at a level commensurate with the contractor); managing daily logs, meeting minutes and reports and other supporting construction documentation (including tracking construction progress and comparing to project expenditures, or percentage of project complete); review and coordinate responses to RFIs, COs, Submittals and addendums (including coordination with the project design team); review and reconciling pay estimates and invoices from the contractor, design partners, and vendors; weekly review of and update of project schedules, including a three week look ahead, as required; and manage the project close-out, punch list process, as well as the final Notice of Completion (NOC).

Other Project/Program Tasks

Skanska will provide additional services reasonably related to the tasks outlined above as directed by the County.

SKANSKA

6.

Conflict of Interest

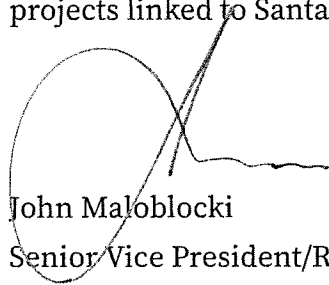


City of Santa Barbara Police Station, Santa Barbara, CA

SKANSKA

6. Conflict of Interest

I confirm that neither I nor any of my relatives nor any business with which I am associated have any personal or business interest in or potential for personal gain from any of the projects linked to Santa Barbara County.



John Maloblocki
Senior Vice President/Regional Executive
Skanska USA Building Inc.

SKANSKA

7.

Litigation



CA DGS, Clifford L. Allenby Office Building, Sacramento, CA

SKANSKA

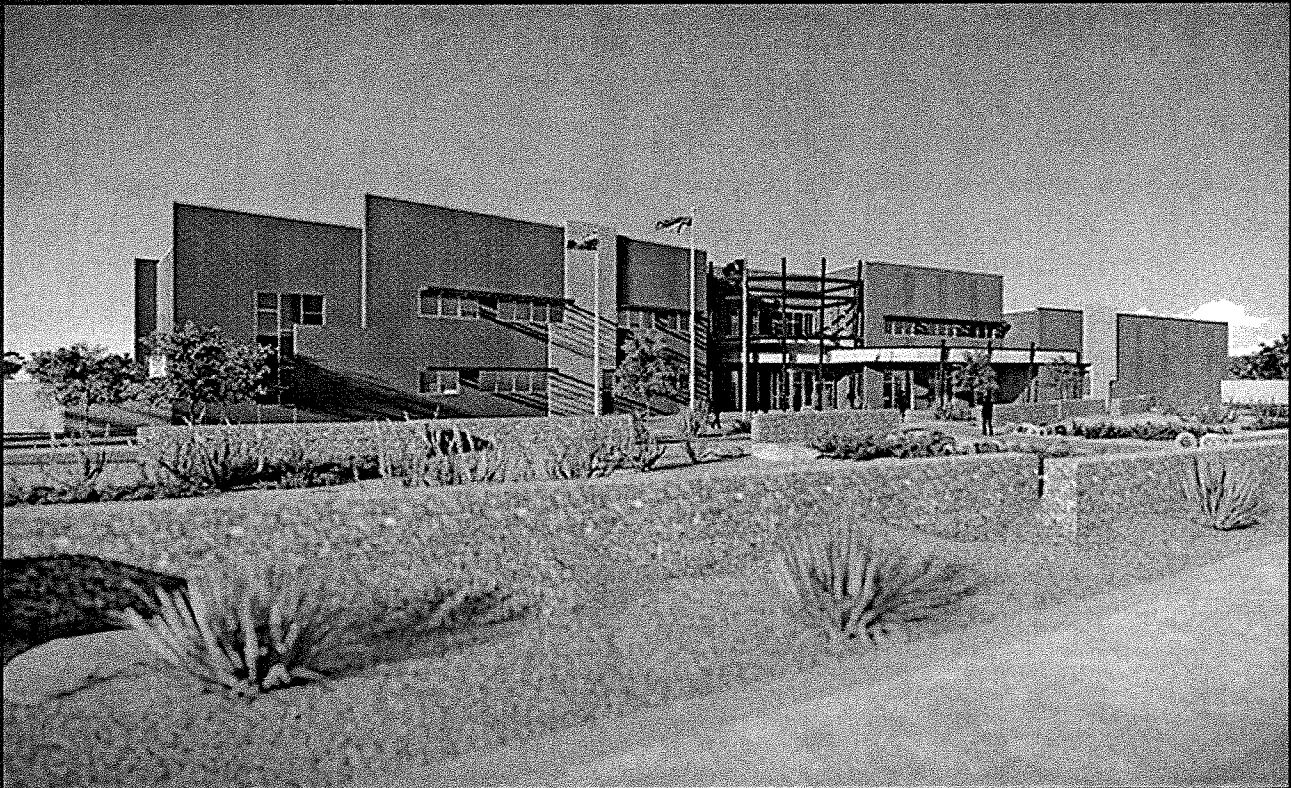
7. Litigation

Skanska Integrated Solutions (SIS), a program management specialty group within Skanska USA Building Inc., provides services across the country. With regard to our program management, project management, and construction management agency work, we have no litigation.

SKANSKA

8.

Agreement for Services of Independent Contractor (Attachment A - Coversheet)



Gila River Indian Police Station, AZ

SKANSKA

8. Agreement for Services of Independent Contractor (Attachment A - Coversheet)

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. Proposers 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 acknowledge acceptance of the Standard agreement language will cause the rejection of the Proposal without further consideration.

Skanska USA Building Inc. acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent Contractors." *

Signature: _____

*We have reviewed the County of Santa Barbara's RFP for IDIQ "As Needed" Project Management and Construction Management Services, which includes the Attachment A – County Standard Agreement. We are in concurrence with the spirit and the language of the agreement but wish to reserve the right to discuss contract provisions with you in order that they align precisely with the needs of the County and of your expectations of our team. If selected, Skanska requests the opportunity discuss the following clarifications and or revisions to the County's RFP/County Standard Agreement.

RFP

- **P 5, 2.2:** The PROJECT MANAGEMENT services that the County is seeking to procure via this RFP are construed as Architecture & Engineering ("A&E") services per California Government Code §4529.10 and §4525.). Request this be revised and limited to Project Management services. .
- **P 19, 6.2:** The Contract that may be awarded will be subject to federal cost reporting principles under 2 CFR Part 200 with respect to all Task Orders that are federally funded. Skanska assumes cost reporting primary responsibility is with the County and that Skanska would assist the County as required by Task Order.
- **P 19, 6.7:** The Contract(s) may be subject to audit or review State audit organizations, and/ or the federal government. Skanska requests audit of mutually agreed upon hourly rates can be audited with regard to their application and not composition.

Addendum 2

- **Attachment C-2:** Coronavirus State and Local Fiscal Recovery Fund (SLFRF), a part of the American Rescue Plan Act (ARPA or Act), Pub. L. No. 117-2 (March 11, 2021) (codified as 42 U.S.C. § 801 et seq.):

- **Article 1:** What are the administrative steps the county is asking for here? From a quick review the above acts impose obligations on the fund recipients (the County) to use the funds for proper purposes and reporting, which is the County's responsibility.
- **Article 2:** What are the administrative steps the county is asking for here? From a quick review the above acts impose obligations on the fund recipients (the County) to use the funds for proper purposes and reporting, which is the County's responsibility.

- **Article 3:** What are the administrative steps the county is asking for here?
 - **Article 4:** Same questions and comments as Article 3 above.
 - **Article 5:** What are the administrative steps the county is asking for here?
 - **Article 6:** Article 6.B: “In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final.” Skanska should also have the right to terminate the agreement for convenience and non-payment.
 - **Article 8:** Addressed in comments to Ex. D-1 -Article 9.B: What are the administrative steps the county is asking for here? This would likely need to be discussed with the other proper departments in Skanska.
 - **Article 10:** Does this apply to professional services only contracts?
 - **Article 11:** Does this apply to professional services only contracts?
 - **Article 14:** Does this apply to professional services only contracts?
 - **Article 16:** Does this apply to professional services only contracts?
 - **Article 17:** Does this apply to Skanska as a whole?
 - **Article 19:** Prevailing wage does not apply to services only contract.
 - **Article 20:** Does this apply to professional services only contracts? Should not be included.
 - **Article 21:** Again, does this apply to professional services only contracts? Should not be included.
 - **Article 22:** What are the administrative steps the county is asking for here?
- **Attachment A:** Does this apply to Skanska?
- **Attachment C-3:** Does this apply to Skanska?
- Same comments as listed for Attachment C-2 above for Articles 1-13.
 - **Article 14:** This is a waiver of liability for the County for bodily injury and property damage for Skanska and Third Parties, it has nothing to do with federal provisions. Does not make sense why this is included here. Request Skanska’s liability being limited to third party claims.

Agreement for Services of Independent Contractor

- This agreement is generally in the form of the previous agreement but with many additional provisions added. There are many federal provisions that have been added. Suggest adding the following clause to the Agreement:
“Skanska requests a clause added to the amendment something along the lines of the following: “The incorporated rules, regulations and obligations included in this amendment only apply to [consultant/contractor]’s service to the extent they are applicable and specific to services under the Agreement. Further, for clarification, [consultant/contractor] is providing [pm consulting] services under the Agreement, and the Agreement is for services only and does not include any physical construction work or designer services.”
- **Article 16.E.1 and .3:** Does this apply to Skanska’s Services only Contract? What are the administrative steps the county is asking for?

- **Article 50:** Does this apply to Services only Contract?
- Skanska request a mutual waiver of Consequential Damages.
- Skanska requests cumulative aggregate liability under the Contract be limited to not more than the total compensation paid to Skanska.
- Skanska requests that County's remedy for Skanska breach of warranty/standard of care be limited to reperformance of nonconforming services.
- Skanska requests language be added that expressly states that Skanska is not performing professional architectural and/or engineering services (it states the opposite in the RFP).
- Skanska requests added language that Skanska inspections will not relieve construction contractors of their obligations under the construction contract with the County.
- Skanska requests added language that Skanska will not have control over or responsibility for the construction means and methods of the work of County's construction contractors.

Federal Provisions

- **P 28 Article 16.B:** Strike if does not apply to professional services only contracts.
- **P 30 Article 16.G.12:** Does this apply to professional services only contracts? What are the administrative steps the county is asking for here?
- **P 30 16.F.6:** Does this apply to professional services only contracts?
- **P 30 Article 16.G.2:** Does this apply to professional services only contracts? What are the administrative steps the county is asking for here?
- **P 30 Article 16.G.10:** Does this apply to professional services only contracts? What are the administrative steps the county is asking for here?
- **P 30 Article 16.G.11:** Does this apply to professional services only contracts? What are the administrative steps the county is asking for here?
- **P 30 Article 16.G.12:** Does this apply to professional services only contracts? What are the administrative steps the county is asking for here?
- **P 33 Article 36:** This should not be in a services only contract.
- **P 36 Article 37:** Does this apply to professional services only contracts?
- **P 38 Article 44:** Does this apply to professional services only contracts? Should not be included.
- **P 39 Article 45:** Does this apply to professional services only contracts? Should not be included.
- **P 40 Article 49:** Does this apply to professional services only contracts? Should not be included.
- **P 40-42 Appendix A and E:** These are repetitive of the previous Federal provisions and requirements; why are they included in this Agreement twice? Same comments regarding each section previously listed applies.
- **P 54, Article B5:** Assuming County will approve Skanska's standard deductibles or self-insured retention amounts.
- **P 54, Article B.7:** Skanska makes its policies available for review by appointment with the VP, Insurance & Surety.
- **P 55, Next to last paragraph:** Skanska requests that the following language should be subject to agreed reimbursement for any cost impact: "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."

SKANSKA

9.

Contractor Information Sheet (Attachment B)



Green Cove Springs, Public Safety & Emergency Operations Center, FL

SKANSKA

9. Contractor Information Sheet (Attachment B)

Contractor Information Sheet

Name of Proposer Skanska USA Building Inc.

Business P.O. Box N/A

City, State, Zip _____

Business Street Address 680 East Colorado Blvd., Suite 180
(Include even if P.O. Box is used)

City, State, Zip Pasadena, CA 91101

Telephone No. 510.414.9359 Fax No. N/A

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

Contact Person Name John Maloblocki

Contact Person Phone No. 510.414.9359

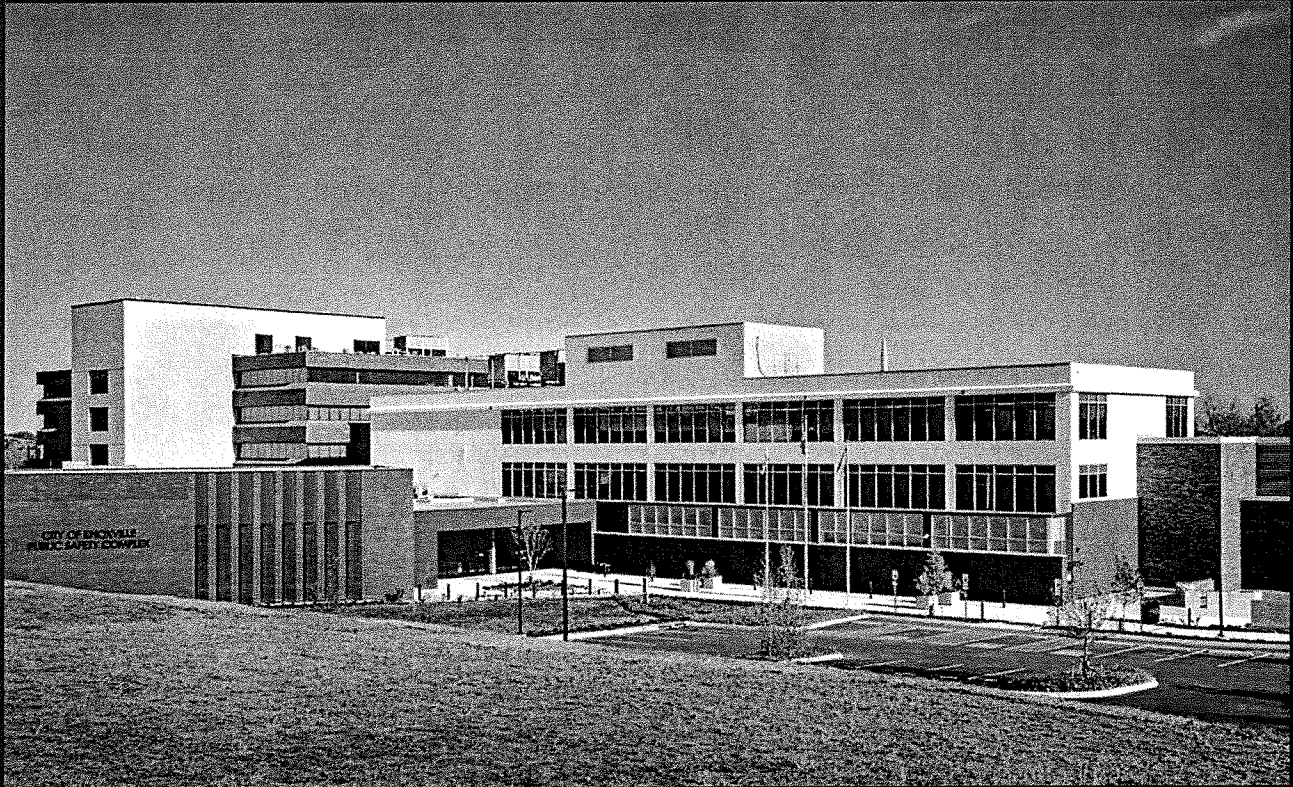
Contact Person Email john.maloblocki@skanska.com

Employer's Tax Identification Number 22-3752540

SKANSKA

10.

Addenda Issued



City of Knoxville Public Safety Complex, TN

SKANSKA

10. Addenda Issued



GENERAL SERVICES – CAPITAL PROJECTS DIVISION ADDENDUM NOTICE

July 1, 2024

ADDENDUM NO. 1

RFQ NO. 24019

REQUEST FOR PROPOSAL FOR INDEFINITE DELIVERY-INDEFINITE QUANTITY, AS-NEEDED PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT SERVICES

Prepared By: Diana Estorga Date: 06/25/2024

Reviewed By: Daniel Contreras Date: 06/25/2024

To All Prospective Bidders:

Your attention is directed to the Request for Proposal information below and on the attached page(s) that contain a summary of the modifications to the identified Request for Proposal, including Attachment A County Standard Agreement.

The following changes have been made to the **Request for Proposal**:

- 1) Sheet 3 of 60: Replace in its entirety with new sheet 3 of 60 attached herein with the following changes:
 - a) Section 1.1 Notice to Proposers, Inquires Deadline language is amended to read:
All RFP questions are due Friday, June 28, 2024 by 2:00 PM and must be submitted via Public Purchase (www.publicpurchase.com). Confirmation of receipt will be provided. RFP questions and answers will be posted on the County Public Purchase website.
- 2) Sheet 13 of 60: Replace sheet 13 of 60 in its entirety attached herein with the following changes:
 - a) Section 3.4 Personnel Requirements is amended with the following bullet point:
 - Remote Work: Remote work may be allowed when feasible. Contractor must be available to provide in-person PROJECT MANAGEMENT SERVICES as required by the project defined in each Task Order. This may involve but not limited to reporting to the assigned office; reporting to a project site; or reporting to an off-site location.
- 3) Sheets 15 and 16 of 60: Replace Sheets 15 and 16 of 60 in their entirety attached herein with the following changes:
 - a) Section 4.2 Proposal Contents: Deleted Item 6 Resource Allocation Matrix
 - b) Renumber Items 7 through 10 to Items 6 through 9

You are responsible for replacing the specified pages.

This Addendum does not alter the proposal due date and time and date for RFP 24019.

You must acknowledge this addendum in your Cover Letter and attach it to your Proposal.

Received July 2, 2024

Signed  _____



GENERAL SERVICES – CAPITAL PROJECTS DIVISION
ADDENDUM NOTICE

July 8, 2024

ADDENDUM NO. 2

RFQ NO. 24019

REQUEST FOR PROPOSAL FOR INDEFINITE DELIVERY-INDEFINITE QUANTITY, AS-NEEDED PROJECT MANAGEMENT AND CONSTRUCTION MANAGEMENT SERVICES

Prepared By: Diana Estorga Date: 07/08/2024

To All Prospective Bidders:

Your attention is directed to the Request for Proposal information below and on the attached page(s) that contain a summary of the modifications to the identified Request for Proposal, including Attachment A County Standard Agreement.

The following changes have been made to the **Request for Proposal**:

- 1) Sheet 2: Replace in its entirety with new sheet 2 attached herein with the following changes:
 - a) Replace Table of Contents
- 2) Sheet 3: Replace in its entirety with new sheet 3 attached herein with the following changes:
 - b) Section 1.1 Notice to Proposers, Due Date and Time for Proposals language is amended to read: Friday, July 12, 2024 by 2:00 PM
- 3) Sheet 4: Replace sheet 4 in its entirety attached herein with the following changes:
 - a) Section 1.2 Procurement and Project Schedule Table is amended with the following date changes:

Due Date and Time for Proposals (Closing Deadline)	July 12, 2024 at 2:00 PM
Notification of Evaluation Results	July 17, 2024
Contractor Negotiations Begin	July 17, 2024

- 4) Sheets 40 through 42: Replace Sheets 40 through 42 in their entirety attached herein with the following changes:
 - a) Section 52 of the Agreement for Services of Independent Contractor: Replace in its entirety with the following language:

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.

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 as set forth in the Code of Federal Regulations, 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 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 COUNTY 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 COUNTY, 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 COUNTY shall impose such agreement sanctions as it 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 COUNTY 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 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);

- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability);

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
 - 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);
 - 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);
- 5) Sheets 16 of 61: Replace Sheet 16 of 61 in its entirety attached herein with the following changes:
- a) Section 4.2: Add Item 10 with the following language:
1. **Federal Provisions**
The Federal Provisions included but not limited to those in Attachment C-1, C-2, and C-3 (Attachment C) of this RFP may be attached to Task Orders for work related to federally funded projects. Other federal provisions and reporting requirements tied to specific grants may be attached to Task Order work being funded by those grants. Each Proposer must review the provisions provided in Attachment C and acknowledge the acceptance of these provisions.
- 6) Sheets 61 of 61: Add Sheet 61 of 61 and Attachments C-1, C-2, and C-3
- a) ATTACHMENT C - FEDERAL PROVISIONS Cover Page:
 - b) ATTACHMENT C-1 Federal Clauses and Anti-Byrd Form
 - c) ATTACHMENT C-2 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND REQUIRED TERMS
 - d) ATTACHMENT C-3 ARPA LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND REQUIRED TERMS

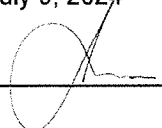
You are responsible for replacing the specified pages.

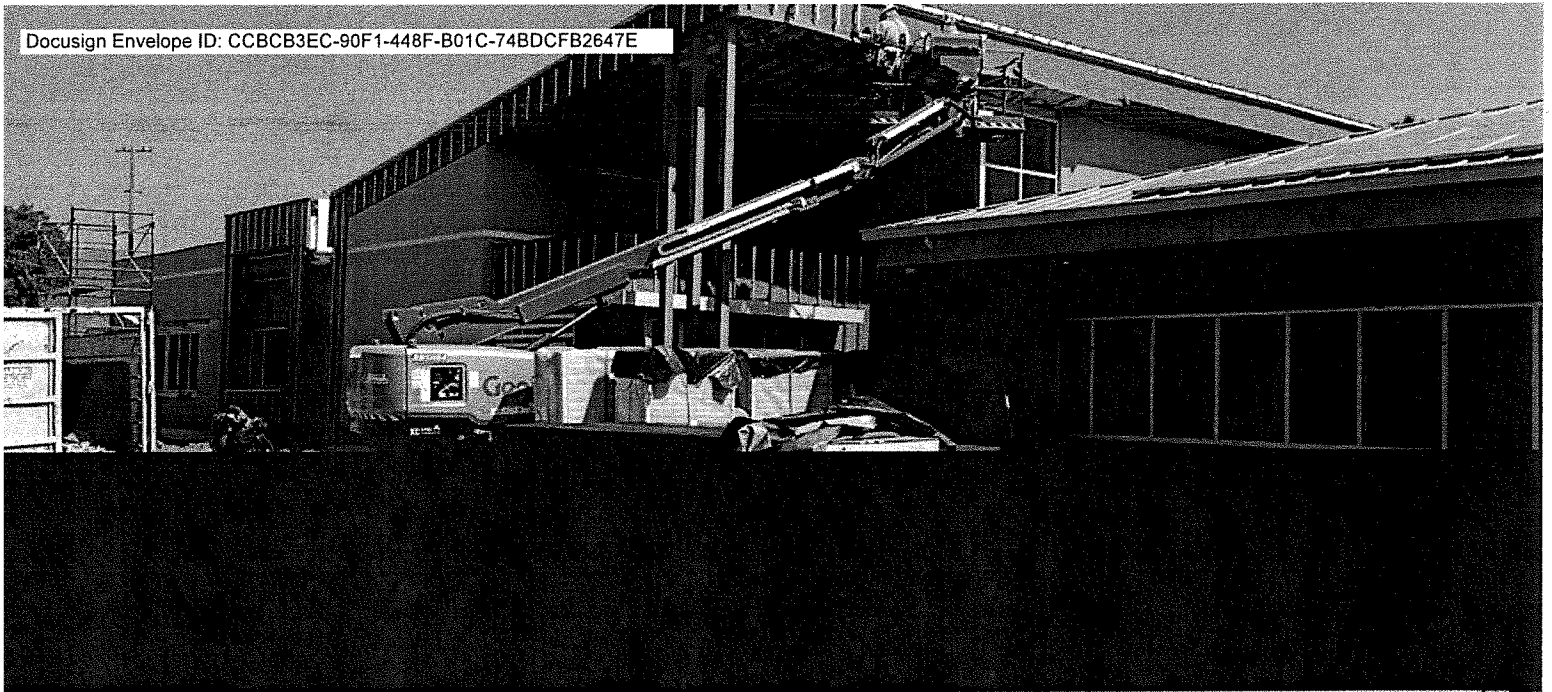
This Addendum alters the proposal due date and time and date for RFP 24019.

You must acknowledge this addendum in your Cover Letter and attach it to your Proposal.

Received July 9, 2024

Signed _____

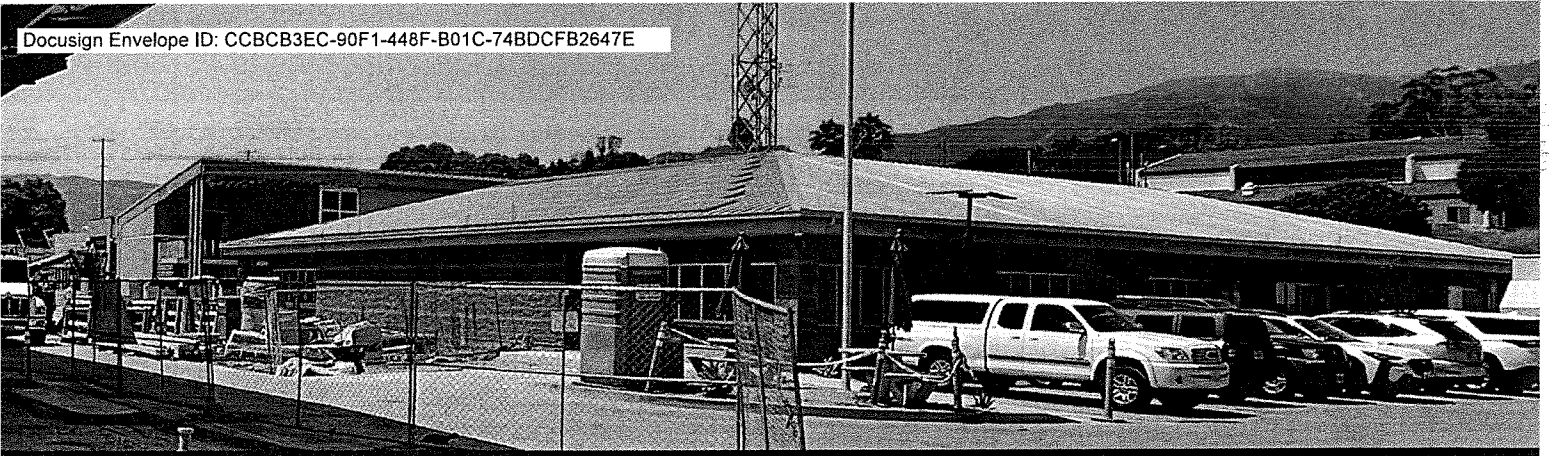




Santa Barbara County Emergency Operations and Regional Fire Communications Center

Skanska USA Building Inc.
Skanska Integrated Solutions

680 East Colorado Blvd, Suite 180
Pasadena, CA 91101
john.maloblocki@skanska.com
(510) 414-9359



County of Santa Barbara, General Services Department, Capital Projects Division
RFP for IDIQ As Needed Project Management and Construction
Management Services

Fee Schedule
July 22, 2024

SKANSKA

Fee Schedule

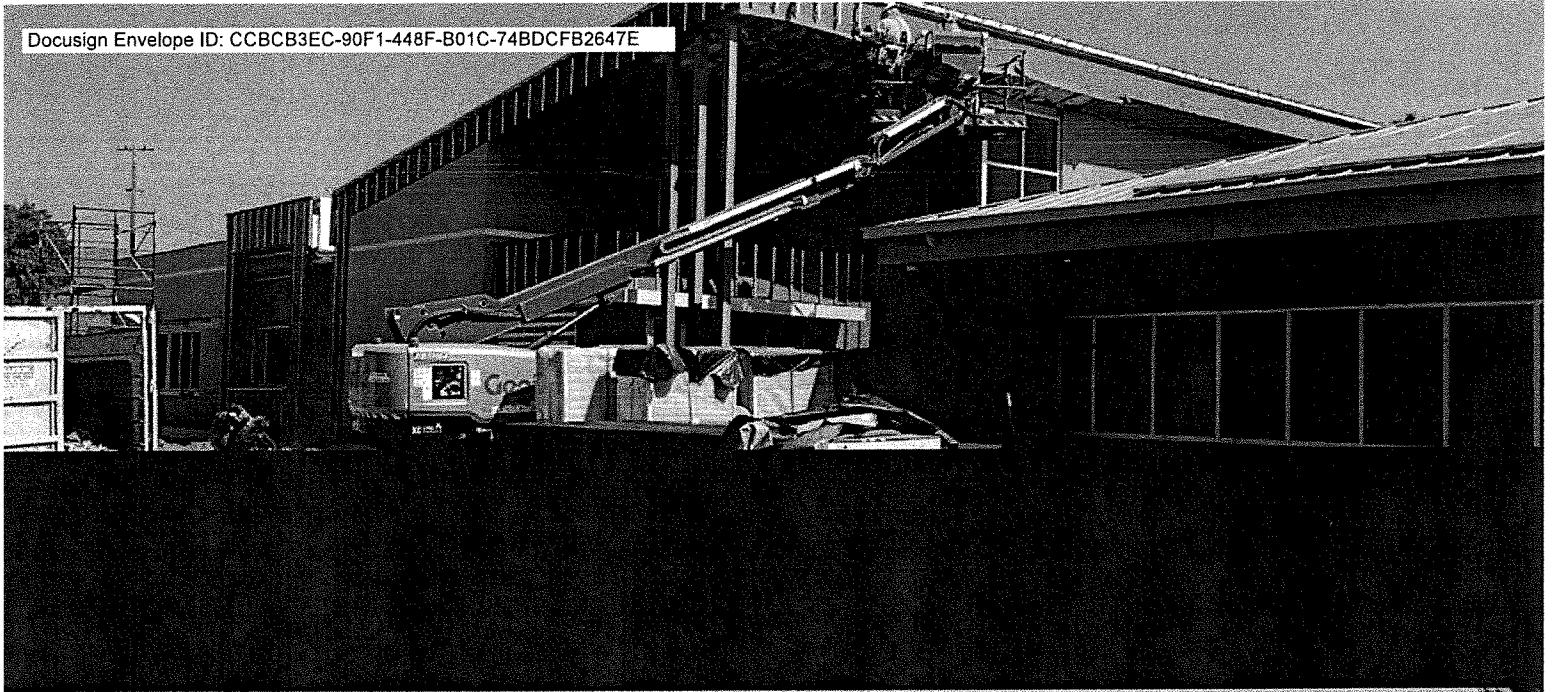
Hourly Rate Fee Schedule

Title	2024 Fee	2025 Fee	2026 Fee	2027 Fee	2028 Fee
Principal-in-Charge	\$ 291	\$ 303	\$ 315	\$ 324	\$ 334
Senior Cost Estimator	\$ 259	\$ 269	\$ 280	\$ 289	\$ 297
Contract Manager	\$ 255	\$ 265	\$ 276	\$ 284	\$ 293
Scheduler	\$ 248	\$ 258	\$ 268	\$ 276	\$ 285
Project Manager III	\$ 214	\$ 223	\$ 231	\$ 238	\$ 246
Project Manager II	\$ 197	\$ 205	\$ 213	\$ 219	\$ 226
Project Manager I	\$ 192	\$ 200	\$ 208	\$ 214	\$ 220
Estimator	\$ 187	\$ 194	\$ 202	\$ 208	\$ 215
Project Engineer II	\$ 173	\$ 180	\$ 187	\$ 193	\$ 199

Qualifications

1. Travel expenses and per diem directly related to the contract services are included in direct costs.
2. Rates are based on request for services in RFP; hours are based on 2080 in a typical work year.
3. Skanska and/or CLAD will be performing both onsite and remote work.
4. Skanska to perform 3rd party review of documentation, but not management approval.
5. Skanska, as prime, will not provide deputy, general, special (periodic or continuous) inspection or structural observation. Per the CBC, the Owner will hire IoR.
6. Additional services (e.g., VDC, sustainability, safety, community outreach) have not been included in price, but can be discussed with County.
7. Services at five days/week at eight hours/day.
8. Escalation is four percent for 2025, 2026 and then three percent for 2027, 2028.

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Santa Barbara County, Emergency Operations and Regional Fire Communications Center

Skanska USA Building Inc.
Skanska Integrated Solutions

680 East Colorado Blvd, Suite 180
Pasadena, CA 91101
john.maloblocki@skanska.com
(510) 414-9359

Exhibit B – Payment Arrangements Specified Rates of Compensation

- A. The method of payment for the work shall be at the rates specified in the Contractor Rate Schedule attached hereto as Exhibit B-1, and in accordance with the provisions of this Exhibit B. The specified rates shall include full compensation to Contractor for the work as described, including all profit and overhead, all materials, equipment, repairs, maintenance, and insurance, and no further compensation will be allowed therefore.
- B. The rates payable to Contractor (including all required tools, equipment, etc.) shall be as specified in the Contractor Rate Schedule attached hereto as Exhibit B-1 and incorporated herein by reference.

Each Task Order Maximum Amount shall be comprised of a specific amount of total units of work at the rates set forth in the Contractor Rate Schedule. Changes to the Contractor Rate Schedule shall only be effective if made in writing signed by CONTRACTOR and the County Contract Manager as an amendment of this Agreement in accordance with the provisions of this Agreement.

- C. The method of payment for this Agreement will be based on rates of compensation as specified in the Contractor Rate Schedule attached hereto as Exhibit B-1. County will only reimburse Contractor for costs (including labor costs, employee benefits, travel, equipment-rental costs, profit, overhead and other direct costs) incurred by Contractor in performance of the Services under a Task Order, at the specific rates of compensation set forth in the Contractor Rate Schedule and to the extent provided for in such Task Order. Contractor will not be reimbursed for actual costs that exceed the amount provided for such costs as set forth in the applicable Task Order. In no event will Contractor be reimbursed for overhead costs at a rate that exceeds the County-approved overhead rate set forth in the Contractor Rate Schedule except for prevailing wage rates beyond the annual escalation rate. In the event that County determines that Services other than as specified in the Contractor Rate Schedule are required for a Task Order, the Contractor Rate Schedule may be amended as an amendment to this Agreement as specified above. In no event shall Contractor be paid more than the Maximum Contract Amount specified in Paragraph "M," below, unless by duly authorized written amendment to this Agreement.
- D. Reimbursement for transportation and subsistence costs are included in the rates specified in the Contractor Rate Schedule. 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 in the applicable Task Order. The County shall not reimburse the Contractor for out-of-state travel without prior written approval from the County in each instance and inclusion of such costs in the applicable Task Order. The County shall not reimburse for housing accommodations unless explicitly provided for in a Task Order.
- E. Progress payments for each Task Order will be made monthly in arrears based on Services provided thereunder. If Contractor fails to submit the required deliverable items according to the schedule set forth in the Task Order Statement of Work, County shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 19, Termination. Failure to submit the required deliverable items in the time specified may result in withholding of payment or permanent deductions from total payment.
- F. No payment will be made by COUNTY for any Services performed prior to execution of an applicable Task Order in accordance with the provisions of this Agreement. A Task Order is of no force or effect until signed by Contractor and returned to COUNTY and signed by the County Contract Manager. No expenditures are authorized hereunder, and work shall not commence until a Task Order for such Services has been executed by COUNTY and Contractor in accordance with the provisions of this Agreement.
- G. 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 Services performed under each Task Order. Invoices shall be submitted no later than 30 calendar days after the performance of Services for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the Services performed under each Task Order as applicable. Invoices shall follow the format

stipulated by the County, comport with the Contractor Rate Schedule, 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 40 of this Agreement, must be reimbursed by CONTRACTOR prior to the expiration or termination of this Agreement. Invoices shall be mailed to COUNTY's Contract Manager at the following address:

John Green
912 West Foster Road
Santa Maria, CA 93455

- H. 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.
- I. The period of performance for each Task Order shall be in accordance with dates specified in such Task Order, and performance under each Task Order shall be completed during the Term. No Task Order shall be valid after the expiration or termination of this Agreement.
- J. The total aggregate amount payable by COUNTY for an individual Task Order shall not exceed the Task Order Maximum, unless authorized by amendment of such Task Order duly executed by Contractor and the County Contract Manager.
- K. Task Orders may not be used to amend this Agreement.
- L. The total aggregate amount payable by COUNTY for all services and all Task Orders resulting from this Agreement shall not exceed \$6,000,000.00 ("Maximum Contract Amount"). It is understood and agreed that there is no guarantee, either expressed or implied that any dollar amount will be authorized under this Agreement through Task Orders.
- M. All subcontracts shall contain the above provisions.

Exhibit B-1 – Contractor Rate Schedule

The Contractor Rate Schedule below identifies the hourly rates for each year of the Term for the job classifications set forth therein, as defined in the Request for Proposal for Indefinite Delivery-Indefinite Quantity "As Needed" Project Management and Construction Management Services dated June 18, 2024.

Job Classification	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Contract Manager	\$205.00	\$205.00	\$210.13	\$215.38	\$220.76
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Project Manager I	\$185.00	\$185.00	\$189.63	\$194.37	\$199.22
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
Project Manager II	\$192.00	\$192.00	\$196.80	\$201.72	\$206.76

END OF EXHIBIT B-1

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 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.

Exhibit D– Task Order Form



PROJECT MANAGEMENT & CONSTRUCTION MANAGEMENT SERVICES TASK ORDER

BOARD CONTRACT#:	TASK ORDER#:	CO. PROJECT#:	FEDERAL PROJECT#:	FUND #:
{BC NO.}	{T.O. NO. VENDOR ABBREV.}	{COUNTY PROJ NO.}	{FED PROJ NO.}	{FUND}
DEPT.#:	LINE ITEM ACCT.#:	PROGRAM#:	ORGANIZATION UNIT#:	A-C VENDOR #:
063	{LI ACCT}	{PROG}	{ORG UNIT}	{VENDOR NO.}
PROJECT TITLE:				
{PROJECT TITLE}				
FUNDING SOURCE:				
{Specify all Federal and State funding sources; attach all applicable Federal Provisions and/or State Provisions to this Task Order}				
TASK ORDER START DATE:			TASK ORDER END DATE:	
01/01/1900			6/30/2027	
CONTRACT REPRESENTATIVE:			COUNTY PROJECT MANAGER:	TASK ORDER REQUESTOR:
{CONT REP}			{PM NAME} (Signed Initials)	{T.O. REQUESTOR}

PURPOSE:
SCOPE OF SERVICES:
EXPECTED RESULTS:

DELIVERABLES:		
PERFORMANCE CRITERIA:		
1. Completing tasks on-time and within Task Order budget.		
COST:		
\${DOLLARS AND CENTS}		
THE NOT TO EXCEED COST OF THIS TASK ORDER IS:		\$(ROUNDED COST)

CONTRACTOR REPRESENTATIVE:		
SIGNATURE	PRINT NAME	DATE

GENERAL SERVICES PROJECT MANAGER:		
SIGNATURE	PRINT NAME	

GENERAL SERVICES ACCOUNTING MANAGER:		
SIGNATURE	PRINT NAME	DATE

GENERAL SERVICES CAPITAL ASSISTANT DIRECTOR:		
SIGNATURE	PRINT NAME	DATE

END OF EXHIBIT D