

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 Kitchell/CEM, Inc. with an address at 1304 Broad Street, San Luis Obispo, CA 93401 ("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. Randy Rominger at phone number 559-263-9660 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: Randy Rominger, Kitchell/CEM, Inc., 1304 Broad Street, San Luis Obispo, CA 93401

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 (CUCP) 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:**

Kitchell/CEM, Inc.

Geoff Bachanas, Vice President of Operations

2450 Venture Oaks Way, Suite 500

Sacramento, CA 95833

License No.

Business Type: Corporation

Contact Email: [gbachanas@kitchell.com](mailto:gbachanas@kitchell.com)

Contact Phone: 949-233-9643

Signed by:  
*Geoffrey Bachanas*  
By: CD616FC5C2B14DB  
Authorized Representative

Date: 8/27/2024 | 4:53 PM 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

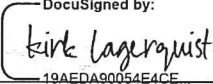
By:   
Deputy Clerk

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 | 1:41 PM PDT

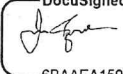
**APPROVED AS TO FORM:**

Greg Milligan  
Risk Manager

By:   
Deputy

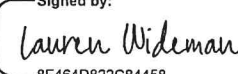
**APPROVED AS TO ACCOUNTING FORM:**

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

Randy Rominger of Kitchell/CEM Inc. 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

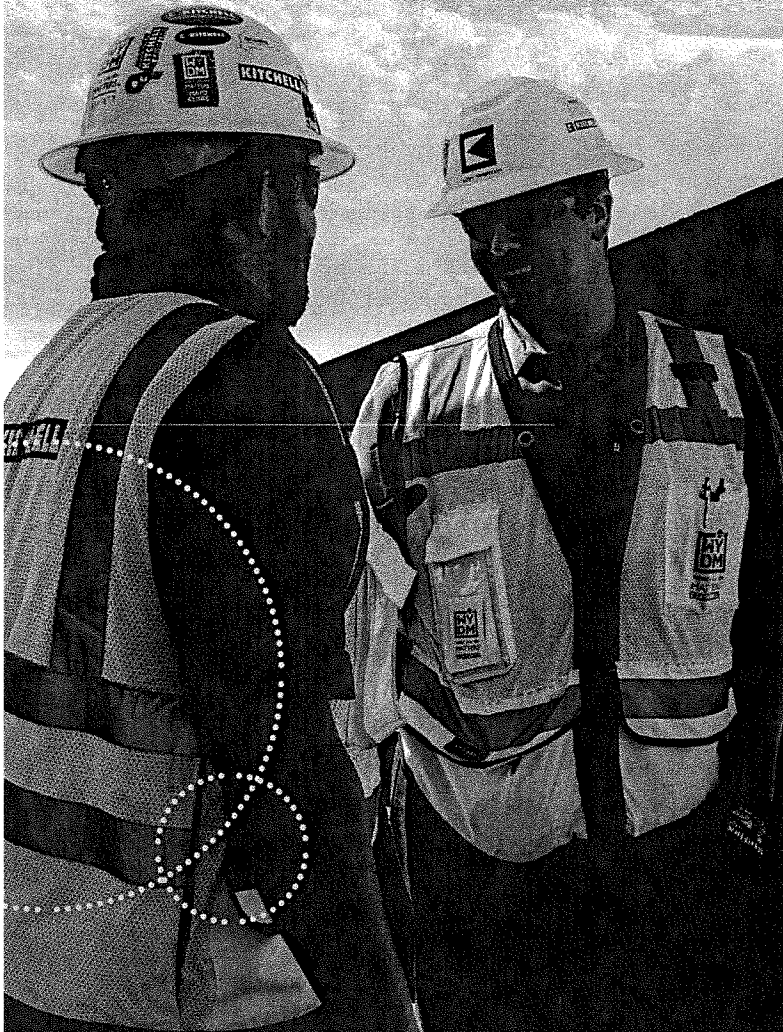


## REQUEST FOR PROPOSALS

# INDEFINITE DELIVERY-INDEFINITE QUANTITY

**"AS-NEEDED" PROJECT MANAGEMENT & CONSTRUCTION MANAGEMENT SERVICES**

RFP 2024-29 // July 12, 2024



TOGETHER, BUILDING  
VALUE EVERY DAY.

 **KITCHELL**



*Kitchell acknowledges receipt of Addendum No. 1 dated 7/1/24 and Addendum No. 2 dated 7/8/24*

July 12, 2024

John Green, Capital Division Chief & Interim General Services Assistant Director  
County of Santa Barbara // 260 N San Antonio Road // Santa Barbara, CA 93110

**RE: RFP FOR INDEFINITE DELIVERY-INDEFINITE QUANTITY PROJECT & CONSTRUCTION MANAGEMENT SERVICES**

Dear John & Members of the Selection Committee:

Kitchell is committed to providing Santa Barbara County with quality professional services for your five-year Capital Improvement Plan (CIP), which consists of a wide variety of construction types and values. We are capable and willing to provide you with project/construction management services as described in your RFP. Through our current working relationship with the County, we are equipped with a deep understanding of the challenges and goals of the projects within the CIP. We are confident that by working collaboratively with you, we will deliver exceptional results. Below are benefits Kitchell will bring to your projects.

**EXTENSIVE IDIQ/ON-CALL EXPERIENCE**

We have successfully managed over 65 IDIQ/On-Call contracts for California public entities, including several clients on the Central Coast. Through this extensive experience, we have perfected the task order initiation and implementation processes.

**COMMITTED TO SUCCESSFULLY DELIVER YOUR PROJECTS**

With over 350 project/construction management professionals, we are fully prepared to meet your needs. Contractor Contract Manager (CCM)/Program Manager Ashton Ellis will work with you to assemble project teams and ensure your satisfaction with our services and deliverables. Our proposed pool of project managers all have demonstrated a long-term commitment to the pursuit of project excellence and are at the top of their respective professions.

**LOCAL EXPERIENCED PROJECT TEAM**

We are a local firm and honored to work in the community where we live. As a firm invested in the Central Coast for the long-term through our well-established San Luis Obispo office (**located within 30 miles of the County line**) and our Santa Barbara-based project personnel, we understand the local construction market and will serve as a local resource. Through our experience, our team brings their collective lessons learned on County projects reducing the learning curve and streamlining our team's understanding of your expectations.

Unlike most construction management firms, Kitchell has a full complement of in-house Engineering & Architectural Services Department (EAS), comprised of registered architects, licensed engineers, estimators and schedulers. In addition, Kitchell also has in-house facility management and project controls professionals. These dedicated professionals are equipped to resolve highly complex technical challenges and available as-needed to support our on-site teams.

Our goal is to work alongside you as an extension of your staff and to safely minimize disruption to ongoing County operations. Kitchell would consider it an honor to serve Santa Barbara County's project and construction management needs. We appreciate your consideration and look forward to the opportunity to demonstrate our qualifications as we progress in the selection process.

Sincerely,

Geoff Bachanas, CCM, Vice President of Operations  
1149 South Hill St, Suite H425, Los Angeles, CA 90015  
*Officer duly authorized to negotiate on behalf of and legally contractually bind Kitchell // 909.241.7880*

Randy Rominger, LEED AP, Assoc. DBIA, Principal-in-Charge  
1304 Broad St, San Luis Obispo, CA 93401  
*Contact through RFP process // rrominger@kitchell.com 559.263.9660*



## 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](http://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.**



**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

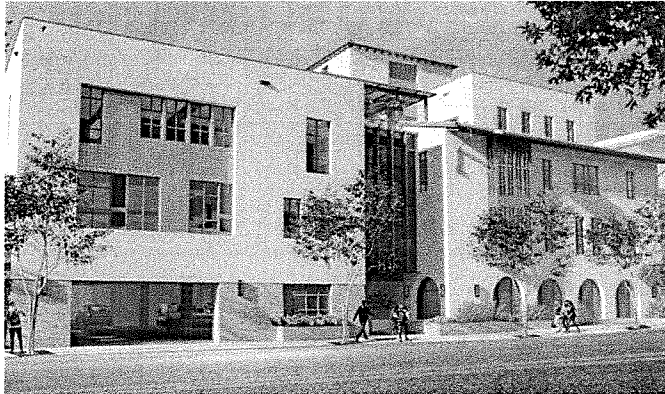
**You are responsible for replacing the specified pages.**

**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.**



# 2. Contractor Information, Qualifications, Experience & Understanding of Work



Submittals shall include a detailed description of a minimum of three (3) projects within the past three (3) years



## Santa Barbara County, Staff Augmentation Services

Kitchell is currently providing staff augmentation services to Santa Barbara County on over 27 projects totaling more than \$73.1 million. Our services include project and construction management for capital and facilities/maintenance projects, project development, programming, scope of work development, RFP/bidding document production, overseeing bidding process and closeout.

### Project Stats

- a. Contracting agency: County of Santa Barbara
- b. Contracting agency Project Manager: John Green, Capital Division Chief & Interim Assistant Director, Capital Projects & Facilities  
tel. 805.934.6229 | [jlgreen@countyofsb.org](mailto:jlgreen@countyofsb.org)
- c. Contact Information:
- d. Contract amount: Varies by project
- e. Funding source: Varies by project
- f. Date of contract: October 2021
- g. Date of completion: Ongoing
- h. Contractor Project Manager & Contact Information: Varies by project; Contract lead: Ashton Ellis  
tel. 916.718.6922 | [aellis@kitchell.com](mailto:aellis@kitchell.com)  
Additional project managers: Tully Wyatt, Shane Mahan, Lou Gibilisco, Heide Norman
- i. Project Description: See write-up above

### Proposed Project Team Members



Ashton Ellis

Shane Mahan

Tully Wyatt

Lou Gibilisco

Heide Norman



## Program and Construction Management Services for Santa Barbara Metropolitan Transit District

Program and construction management services for an on-call contract for the capital improvement, maintenance and expansion projects at SBMTD’s Terminal 1 in Santa Barbara and Terminal 2 in Goleta.

Kitchell is currently providing services for the Terminal 2 Recommissioning project—a \$5 million project that focuses on enhancing bus facilities and operational buildings. Key improvements include refurbishing the bus wash building with new wash equipment, roof structure, drainage and lighting. The project also involves installing a new above-ground 12,000-gallon diesel fuel tank with associated infrastructure and adding a steel-framed canopy for a new fare collection vault. Maintenance repairs included the office and maintenance building.

### Project Stats

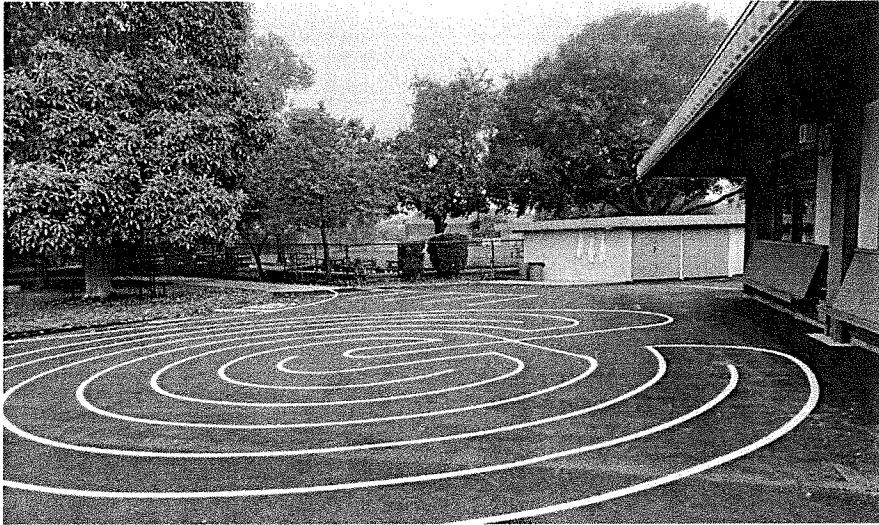
- a. Contracting agency: Santa Barbara Metropolitan Transit District (MTD)
- b. Contracting agency Project Manager: David Rzepinski  
MTD Project Manager
- c. Contact Information: tel. 310.692.0274 | drzepinski@sbmtd.gov
- d. Contract amount: \$450,000
- e. Funding source: State of California
- f. Date of contract: October 2022
- g. Date of completion: March 2025
- h. Contractor Project Manager & Contact Information: Josh Mark  
tel. 916.713.6904 | jmark@kitchell.com
- i. Project Description: See write-up above

### Proposed Project Team Members



Josh Mark

Shane Mahan



## Goleta Union School District Measure M Bond Project

### Project Stats

Kitchell is providing program and construction management services in support of Goleta USD's \$80 million Measure M Bond, providing campus modernization and deferred maintenance projects across 10 schools, the District office and the maintenance, operations and transportation facility. Services include Owner's representation, preconstruction, project controls, program/project and construction management, scheduling, estimating, facility condition assessments and project dashboarding.

### Project Stats

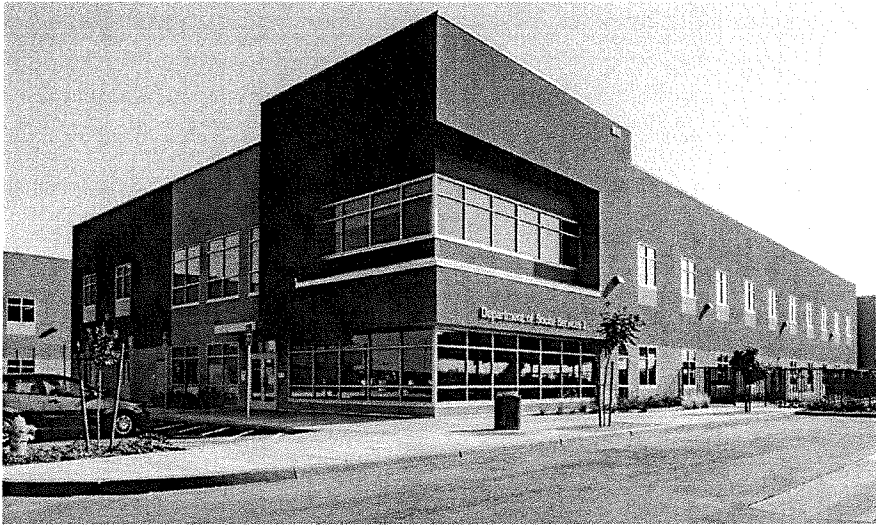
- a. Contracting agency: Goleta Union School District
- b. Contracting agency Project Manager: Conrad Tedeschi  
Assistant Superintendent, Fiscal Services  
tel. 805.681.1200 ext. 2207 | ctedeschi@gusd.us
- c. Contact Information:
- d. Contract amount: NTE \$1,541,950
- e. Funding source: Local bond measure
- f. Date of contract: June 2022
- g. Date of completion: June 2027 (estimated)
- h. Contractor Project Manager & Contact Information: Josh Mark  
tel. 916.713.6904 | jmark@kitchell.com
- i. Project Description: See write-up above

### Proposed Project Team Members



Josh Mark

Shane Mahan



## Madera County, Staff Augmentation

Since 2013, Kitchell has been providing staff augmentation services for various county projects totaling more than \$116 million. Component projects include:

- » Animal Shelter Security/Trailer
- » Behavioral Health Tenant Improvement
- » New Hall of Justice
- » New Public Health and Social Services Complex
- » Madera County Jail HVAC Replacement & Annex Demo
- » Juvenile Hall Security System & Probation Monument Sign
- » Oakhurst Behavioral Health Facility
- » Ranchos Sheriff Substation
- » County Jail Phase III
- » Fire Station 3

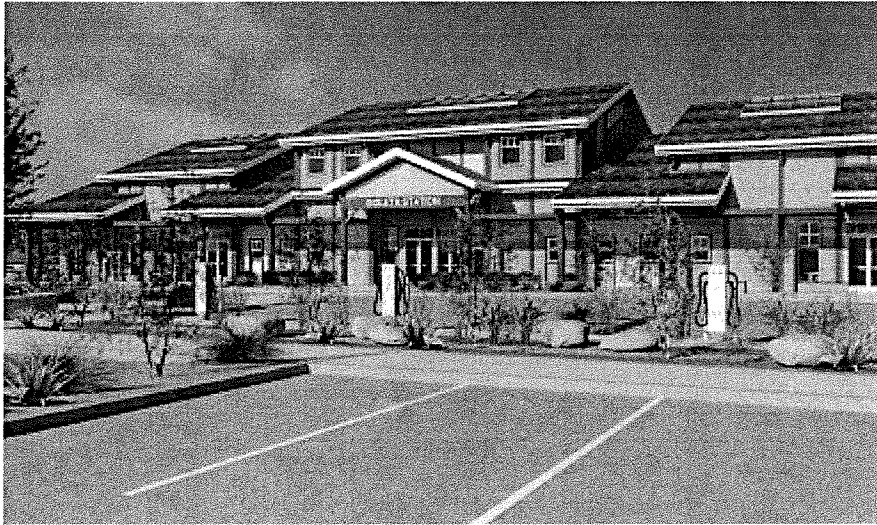
### Project Stats

- a. Contracting agency: Madera County
- b. Contracting agency Project Manager: Anthony Loza  
Director of General Services
- c. Contact Information: tel. 559.675.7703 Ext 2002260  
aloza@maderacounty.com
- d. Contract amount: NTE \$5,577,828
- e. Funding source: Local and State Funding (SB1022)
- f. Date of contract: December 2013
- g. Date of completion: Ongoing
- h. Contractor Project Manager & Contact Information: Luz Gonzalez  
tel. 559.232.7401 | lgonzalez@kitchell.com
- i. Project Description: See write-up above

### Proposed Project Team Members



Heather Brown



## City of Goleta Amtrak Depot

A new \$20 million multi-modal train station to be built next to the existing Amtrak platform. This addition is intended to increase train ridership, improve connections to bus transit, accommodate transit service to and from the Santa Barbara Airport and UCSB and add new bicycle and pedestrian facilities, as well as serve as a layover facility for the Los Angeles – San Diego – San Luis Obispo (LOSSAN) Rail Corridor. The 9,000 SF facility, which is targeting LEED certification, will include a lobby, electronic ticketing area, waiting room, café, community meeting room, restrooms/shower/changing facilities, bike storage and baggage storage lockers.

### Project Stats

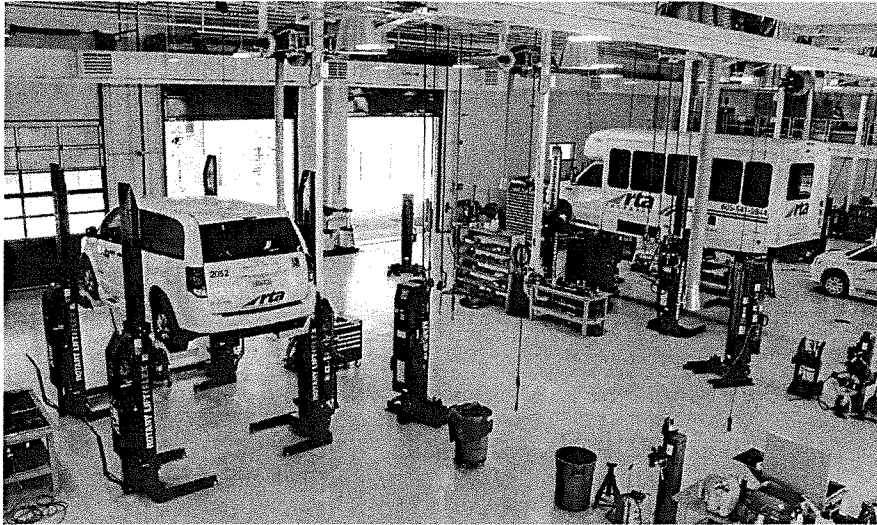
- a. Contracting agency: City of Goleta
- b. Contracting agency Project Manager: Gerald Comati, P.E
- c. Contact Information: tel. 805.962.0488  
gerald@com3consulting.com
- d. Contract amount: NTE \$1,810,000
- e. Funding source: City of Goleta, State of California
- f. Date of contract: December 2023
- g. Date of completion: June 2026 (estimated)
- h. Contractor Project Manager & Contact Information: Ty Brockway  
tel. 916.713.6985 | tbrockway@kitchell.com
- i. Project Description: See write-up above

### Proposed Project Team Members



Ty Brockway

Shane Mahan



## San Luis Obispo Regional Transit Authority Maintenance Facility TIFIA

A new \$17.5 million, 28,650 SF, single story bus maintenance facility with over 2,600 SF of mezzanine/equipment platform located on a 6.44-acre site. The facility accommodates operations, administration and maintenance areas and includes detached enclosures on-site, including a trash enclosure and canopy over bus parking. Work also includes electric vehicle (EV) charging stations and off-site improvements, specifically the T-intersection for future Elks Lane realignment.

### Project Stats

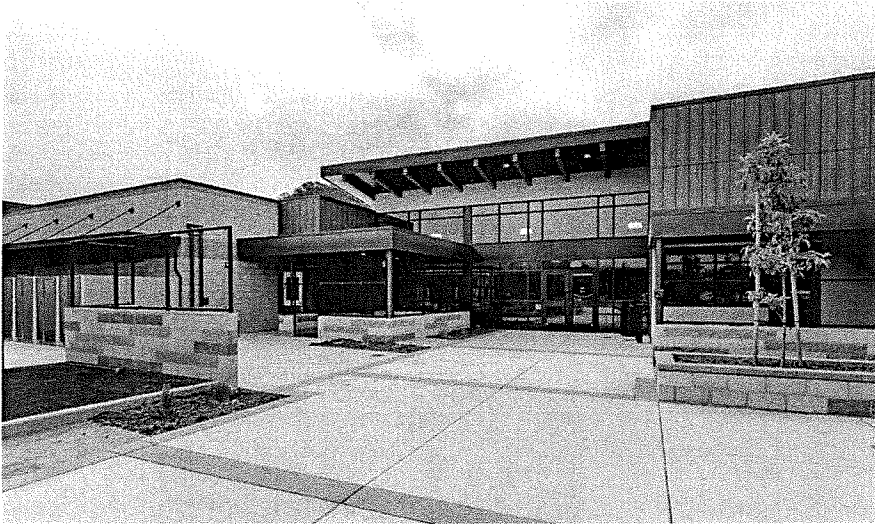
- a. Contracting agency: San Luis Obispo Regional Transit Authority
- b. Contracting agency Project Manager: Geoff Straw  
Executive Director
- c. Contact Information: tel. 805.541.2228 ext. 4465 | [gstraw@slorta.org](mailto:gstraw@slorta.org)
- d. Contract amount: \$1.7 million
- e. Funding source: The Transportation Infrastructure Finance and Innovation Act (TIFIA) program
- f. Date of contract: July 2020
- g. Date of completion: February 2022
- h. Contractor Project Manager & Contact Information: Tully Wyatt  
tel. 805.440.2278 | [twyatt@kitchell.com](mailto:twyatt@kitchell.com)
- i. Project Description: See write-up above

### Proposed Project Team Members



Tully Wyatt





“Kitchell was a key partner in the successful delivery of the County of San Luis Obispo’s Animal Services Facility project. The first design-build project for the County. Kitchell provided preconstruction guidance on the \$20+M project and then was the day-to-day Construction Manager during construction. Kitchell’s staff was competent, professional and a pleasure to work with.”

- Robert Ruiz, Manager - Project Delivery Division, County of San Luis Obispo

## San Luis Obispo County Animal Shelter

San Luis Obispo County Animal Services Facility

A new \$20.3 million, 16,000 SF design-build Animal Services Facility created to replace the existing animal services shelter constructed in 1975. The new facility improves public visitation and access, provides expanded services, security and incorporates larger kennel spaces with allowance for future expansion and overflow. The facility includes a surrender and adoption lobby, grooming, volunteer space, interior dog kennels with outdoor runs, adoption courtyard, medical treatment room, cat holding and cat community rooms, multipurpose room, administration space, animal control officer space, exam rooms, euthanasia, cold storage, crematory, sally port and intake, truck wash, truck parking, visitor parking, staff parking and large animal pens. The new facility meets LEED Silver standards.

### Project Stats

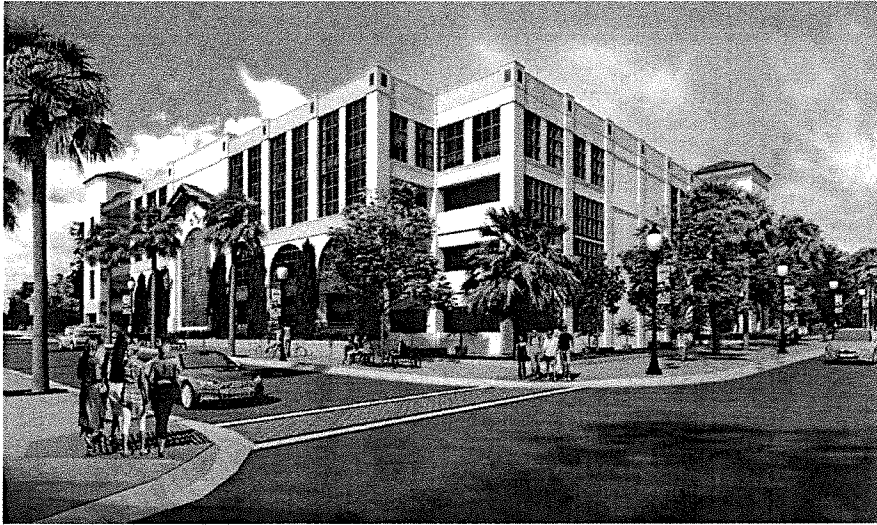
- a. Contracting agency: County of San Luis Obispo
- b. Contracting agency Project Manager: Robert Ruiz
- c. Contact Information: tel. 805.781.2114 | rruiz@co.slo.ca.us
- d. Contract amount: \$1.4 million
- e. Funding source: County funds
- f. Date of contract: August 2020
- g. Date of completion: May 2022
- h. Contractor Project Manager & Contact Information: Ali Horton  
tel. 408.515.0467 | ahorton@kitchell.com
- i. Project Description: See write-up above

### Proposed Project Team Members



Matt Chappell

Rick Stassi



## City of San Luis Obispo, California Arts Facility Parking Structure and Pedestrian Path

A new \$44.6 million, 162,750 SF parking structure consisting of four levels of post-tension concrete slabs, providing 403 parking stalls including rooftop parking, EV charging stations and photovoltaic panels. Work also includes a pedestrian path and street improvements to connect surrounding downtown streets.

### Project Stats

- a. Contracting agency: City of San Luis Obispo
- b. Contracting agency Project Manager: Ben Marquart  
City Inspector
- c. Contact Information: tel. 805.781.7061 | bmarquar@slocity.org
- d. Contract amount: NTE \$4,406,525
- e. Funding source: Bonding through the General Fund and the Parking Fund for the City of SLO
- f. Date of contract: September 2023
- g. Date of completion: September 2025 (estimated)
- h. Contractor Project Manager & Contact Information: Ryan Stefanek  
tel. 805.235.3813 | rstefanek@kitchell.com
- i. Project Description: See write-up above

### Proposed Project Team Members



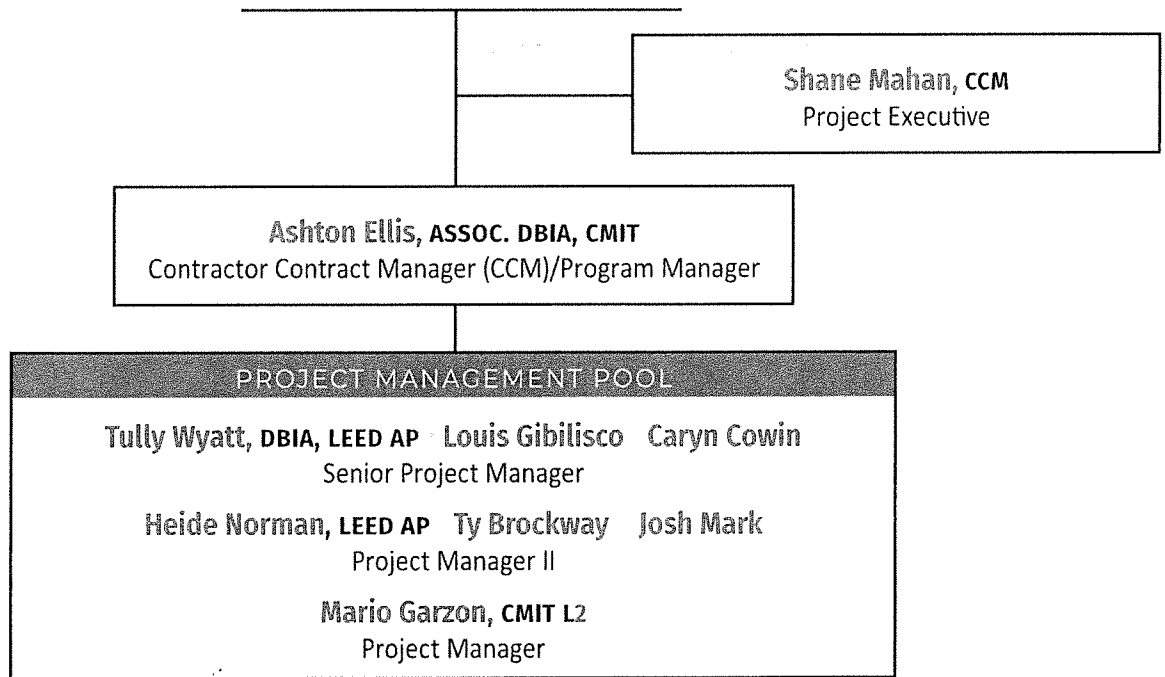
Tully Wyatt

# 3. Contractor Staffing

Indicate clearly the personnel that will perform the Services under the Contract, and their experience, certifications and registrations.

With **over 350 qualified staff** working on a variety of public sector projects, our depth of resources coupled with our large and diverse project base allows us great flexibility in meeting our clients' staffing requirements. This allows us to retain quality staff while at the same time satisfying various project needs. We take pride in selecting the most qualified personnel to achieve the depth and breadth of resources to offer our clients and their projects. We will provide you with key individuals to meet the overall project requirements.

Our team will serve as an extension of your staff, enabling you to maintain everyday operations. Kitchell will provide full commitment, attention, continuity and accountability in developing successful programs for the County. We will work with you to create an effective team to bring the projects in on time, within budget and with the highest possible quality. Please refer to our team resume in section 4. Organization & Approach for details on each of their experience, certifications & registrations.



**IN-HOUSE AS-NEEDED SUPPORT SERVICES**

**Randy Rominger,**  
LEED AP, ASSOC. DBIA  
Principal-in-Charge

**Heather Brown, PE, LEED AP**  
Engineering & Architectural Services  
(EAS) Director

**Matt Chappell, EIT, CEP**  
Estimating Manager

**Rafael Martin, PE, CCM, ASSOC. DBIA**  
Project Controls Director

**Rick Stassi**  
Scheduling Manager

# 4. Organization & Approach

a. Describe the roles and organization of your proposed team for the Project Management services described in this RFP. Indicate the composition and number of project staff, facilities available, and experience of your team as it relates to public projects including any subcontractors.

## Proposed Team Members' Qualifications & Experience

Our employees consistently deliver high quality, efficient and cost effective services through Kitchell's highly optimized management structure, unique company culture and commitment to continuous improvement. Kitchell's management structure sets clear performance standards while also providing the employees with the means to successfully carry out their responsibilities in a collaborative environment. This structure has shaped our company's culture as a collection of teamwork-oriented, performance-minded people with a common mission to build our communities. Consistently high-quality services are derived from Kitchell's proven operational procedures, individualized training program, and commitment to continuous learning through process improvement tools. **With nearly 30 local project management professionals, all services will be dispatched from our local San Luis Obispo office.**

Please see our team's resumes at the end of this section for details on each of our key team members' public sector experience.



**Shane Mahan, Project Executive:** Long-standing resident of Santa Barbara with current County of Santa Barbara staff augmentation experience, collaborative working relationships with numerous local contractors, subcontractors and design professionals.



**Ashton Ellis, CCM/Program Manager:** Established Santa Barbara County resident, current County of Santa Barbara staff augmentation experience, additional relevant experience in a similar capacity for CSU San Diego and other public sector clients.



**Tully Wyatt, Sr. PM:** Long-time Central Coast resident, current County of Santa Barbara staff augmentation experience, additional relevant experience in a similar capacity for the County of San Luis Obispo and other public sector clients.



**Lou Gibilisco, Sr. PM:** Long-time Central Coast resident, current County of Santa Barbara staff augmentation experience, additional relevant experience in a similar capacity for other public sector clients.



**Heide Norman, PM II:** Established Santa Barbara resident, current County of Santa Barbara staff augmentation experience, additional relevant experience in a similar capacity for multiple public sector clients.



**Caryn Cowin, Sr. PM:** Established Central Coast resident with relevant experience in a similar capacity for Cal Poly SLO and other public sector clients.



**Ty Brockway, PM II:** Established Santa Barbara County resident, relevant experience in a similar capacity for Cal Poly and other public sector clients.



**Josh Mark, PM II:** Established Santa Barbara resident, relevant experience in a similar capacity for the Santa Barbara Metropolitan Transit District, the City of Goleta and other public sector clients.



**Mario Garzon, PM:** Long-time Central California resident with relevant experience through similar assignments on public sector projects.

b. Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed.

## General Approach

Kitchell will provide bold leadership with a best-in-class team and an emphasis on a collaborative team approach. Our team will provide the County with professional support and coordination to carefully orchestrate necessary implementation efforts. The success of your projects ultimately rest on the successful project planning, phasing and logistical planning, project controls, budgets, schedules and implementation plans.

Communication is the lifeblood of managing any capital improvement program. We will work collaboratively with your team as we develop and implement work plans for managing the projects from concept through completion, together.

In addition to collaboration, we will focus on transparency and accountability. You can count on the Kitchell team to be "open book" and to have your best interest at heart. A great tool to help with this goal of transparency and accountability is our project controls and dashboard tools through which comprehensive project data is compiled and reported against established benchmarks and key performance indicators.

**Our goal is to develop ONE TEAM that is 100% committed to the successful delivery of your projects.**

### Partnering with Disadvantaged Business Enterprises

For Kitchell, partnering with disadvantaged business enterprises (DBEs) is integral to our company philosophy. Our team is committed to participation through our contracts, as well as through subcontractor and vendor contracts. We take great pride in supporting these firms through mentoring programs, training programs, business planning and staff support. Kitchell has managed and constructed over \$3.7 billion in the local Central Coast region and has networked with multiple subconsultants, contractors and other workers from the local labor market.

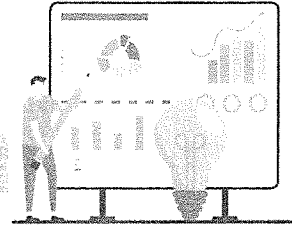
## Team Management Using Task Orders

Through our staff augmentation contract, we are currently managing projects and Contract PM work assignments through the following process:

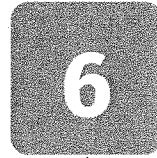
- » 5-year CIP projects are established and approved by the Board (typically in April/May)
- » Once General Services (GS) has approvals from the Board on what projects will receive funding, the GS/CP management team will assign the projects to the PM/CM team based upon workload/availability considerations
- » During project initiation phase, the Contract PM will receive an outline of the project title and number, assigned Project Manager, funding source, scope of services, deliverables and budget
- » The Contract PM will then manage the project through programming, scoping, charter, design, bidding, procurement, board process (if needed), construction and close out

We are flexible to continue utilizing the current process or adapt to a task order based process. Kitchell has managed over 65 IDIQ/On-Call contracts for California public entities, and through our IDIQ/On-Call experience, we have mastered the task order initiation and implementation processes. Our process is described as follows and illustrated in the workflow diagrams on the following pages.

# Task Order Initiation



The County issues a task order to Kitchell, attention **CCM/Project Director Ashton Ellis**.



If the County requests modifications to the proposal, the above steps are repeated.

Ashton evaluates the task order and confers with the County to verify scope of work, schedule, PM/CM services scope, and proposed staffing plan.



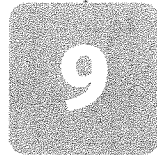
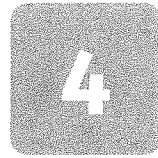
Upon the County's acceptance of Kitchell's task order proposal, the County issues a purchase order to Ashton.

Ashton prepares a draft task order Proposal and reviews with **Project Executive Shane Mahan**.



Ashton submits the approved task order, the purchase order, and an internal document called a project set-up request form to the accounting team and project controls team.

Shane submits the draft proposal to **Vice President Geoff Bachanas** for approval.



The accounting team creates a job number and establishes the billing format/protocols. The project controls team establishes project controls tools, which include project initiation of the cloud-based file structure, Project Management Information System (PMIS), and SharePoint as applicable to the need.

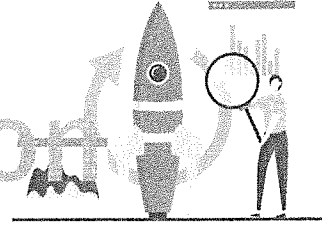
Upon Geoff's approval, Ashton issues the task order proposal to the County for approval.



Kitchell commences task order services.



# Task Order Implementation



Ashton assigns implementation of the task order to the assigned project team, which often consists of a project manager and specialists (such as estimators and schedulers) scaled depending on the task order scope.

The assigned PM evaluates the task order scope and develops project management reference documents to facilitate efficient delivery of services. These documents often include a responsibility matrix, deliverables checklist, master schedule, cost control report, quality assurance (QA) plan, and risk assessment. For multi-person PM/CM teams, the responsibility matrix includes both external (among the entire project team) and internal (among the Kitchell team) responsibilities to bring clarity to assignments.

Ashton attends progress meetings at least monthly (more often as the needs dictate) and conducts an onsite quality assurance assessment with the PM. The PM develops and implements a QA mitigation plan for the identified QA deficiencies.

1

4

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6

The accounting team prepares a draft invoice during the first week of each month for the previous month's services. T&M not-to-exceed billings are measured to labor cutoff dates, which are the last Sunday of each month. The accounting team submits the draft invoice to the PM for review. Upon the PM's acceptance, The accounting team submits the invoice to the County for payment.

Ashton conducts project health assessments with the assigned PM on a quarterly basis. The project health assessment includes a risk assessment, review of the deliverables checklist, review of the project schedule, review of the cost control plan and review of the QA plan. The PM develops and implements a mitigation plan following each quarterly health assessment.

As project closeout approaches, the PM develops and implements a closeout checklist, which identifies the contractor's and A/E's closeout deliverables. Upon final completion, Ashton assesses completion of the project and reviews the closeout checklist with the assigned PM. The PM resolves any remaining items.

c. Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work, as well as the length of employment with the Proposer. Key members, especially the Contractor Contract Manager and Project Manager(s) shall have significant demonstrated experience with public projects similar to those described in the Section 2.3 Project Background and should be committed to stay with the project for the duration of the Contract or as specified in Task Orders issued under that Contract.

## Roles & Responsibilities

Our project team will deliver the most efficient, cost effective, and best-suited skills of our project/construction management personnel. Staffing continuity is a key element in successful delivery of IDIQ services. As your capital program unfolds, we will work closely with you to assemble our best project teams to meet your needs.

**Project Executive Shane Mahan**, a long-term Santa Barbara resident, will facilitate communication and decision making at all levels. He will ensure total team commitment of all resources to achieve the County's objectives for the projects, be present at key meetings, and will be available continuously to the project team and County management staff.

**Contractor Contract Manager (CCM)/Program Manager Ashton Ellis** will work closely with you to assemble project teams uniquely qualified to serve your project/construction management needs as the projects progress. She will conduct risk assessments, participate in issue resolution, and perform periodic site reviews to ensure the County's objectives for schedule, budget and quality are being achieved. As program manager, she is equipped to serve as a resource to the County on holistic management of the County's CIP.

**Our pool of project managers** shown on the organizational chart is representative of our available project/construction management staff who will serve your needs on future projects. These project professionals will proactively lead their assigned projects in a collaborative manner and will be responsible for the delivery of the project/construction management services and deliverables for their assigned projects. They will facilitate communication and informed decision making at all levels and be present at all key team meetings.

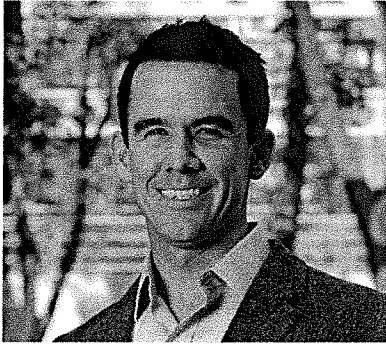
**Scheduling Manager Rick Stassi** and his scheduling staff will assist our project team in developing and maintaining master project schedules and assisting with in-depth review and analysis of the contractor's construction baseline and monthly update schedules. He will also assist in the analysis of contractor submitted fragnets for merit and duration of contractor requested schedule delays.

**Estimating Manager Matt Chappell** and his estimating staff will be responsible for providing all levels of estimating support that the projects may require as described in the RFP. Matt and his team have developed numerous estimates at all stages—from conceptual level estimates based on an architectural program to extremely detailed takeoffs of final construction documents. Matt and his team can provide assistance in the evaluation of bids prior to an award recommendation, along with the evaluation of contractor-submitted requests for change orders as requested.

**Engineering and Architectural Services Manager Heather Brown** leads our team's registered architects and licensed engineers in performing the facilities needs assessment, design and constructability reviews, value engineering, and life cycle cost analysis, as well as provides other support services as needed throughout the course of the CIP projects.

**Principal-in-Charge Randy Rominger** will be responsible for ensuring client satisfaction with our team's services, personnel, quality and contractual obligations.





# Shane Mahan, CCM

## PROJECT EXECUTIVE

Shane has over 29 years of experience in the construction industry, having been with Kitchell for 26 years. He has managed construction management at-risk, multi-prime, design-bid-build, and design-build projects, serving as a liaison between owners, local agencies, and contractors. His expertise includes scheduling, estimating, budget monitoring, communications, time management, and multitasking. Shane's recent projects include work for the County of Santa Barbara.

## PROJECT EXPERIENCE

**Santa Barbara County, Staff Augmentation Services, Santa Barbara, CA:** Staff augmentation services to Santa Barbara County for over 27 projects totaling more than \$73.1 million. Our services include project and construction management for capital and facilities/maintenance projects, project development, programming, scope of work development, RFP/bidding document production, overseeing bidding process and closeout.

**Santa Barbara County - Staff Augmentation Services, New Probation Headquarters Building, Santa Barbara, CA:** A new \$50 million, 40,000 SF probation headquarters building to consolidate operations between multiple campuses including upgrading the functionality and operations of the probation department.

**Santa Barbara County, Northern Branch Jail, Santa Maria, CA:** A new \$115.5 million, 135,000 SF, 376-bed jail, of which 32 beds are dedicated to medical and mental health beds in a specialized housing unit. The facility includes all necessary supporting infrastructure for independent facility operation, such as exercise areas, facility maintenance, kitchen, laundry, records, administration and inmate programming.

**Santa Barbara Metropolitan Transit District On-Call, Santa Barbara, CA:** A \$450,000 (contract amount) on-call contract for capital improvement, maintenance and expansion projects at SBMTD's Terminal 1 (Santa Barbara) and Terminal 2 (Goleta) locations.

**Goleta Union School District, Measure M Bond Program, Goleta, CA:** Program and construction management services in support of Goleta USD's \$80 million Measure M Bond, providing campus modernization and deferred maintenance projects across 10 schools, the District office and the maintenance, operations and transportation facility. Services include Owner's representation, preconstruction, project controls, project and construction management, scheduling, estimating, facility condition assessments and project dashboarding.

**Ty Warner Hotels & Resorts, Four Seasons Biltmore - Santa Barbara, Santa Barbara, CA:** A \$125 million, 12-phase renovation and seismic retrofit of a historic Spanish Colonial hotel including 214 guest rooms, 12 cottages, three restaurants, meeting space, fitness center, salon and sports/recreation areas. Work included a seismic retrofit to the existing cast-in-place hotel structure, a new four-story concrete shear wall and temporary spaces to maintain operations of the hotel during construction. The original hotel was built in 1920.

**Fresno County, West Annex Jail, Fresno, CA:** A new \$101.7 million, 115,000 SF, SB 1022-funded project designed and constructed adjacent to the existing North Annex Jail. The facility consists of three floors, two of which have mezzanines and a partial basement with tunnel connection to the North Annex Jail.

### EDUCATION

BS, Construction Management,  
University of Nevada, Las Vegas

### LICENSES & CERTIFICATIONS

General Building Contractor  
License, Class B #1091029, CA

Certified Construction Manager

OSHA 10-Hour Certification

### YEARS OF EXPERIENCE

26 years with Kitchell  
29 total years of experience

### REFERENCE

John Green, Capital Division  
Chief & Interim Asst. Director  
County of Santa Barbara  
jlgreen@countyofsb.org

**Project:** Santa Barbara County,  
Staff Augmentation Services

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

# Test Certifications & Minimum Qualifications

SHANE MAHAN

**CMAA** Shane Mahan SM


Applications **Certifications**

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1 Certification ⋮



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**Active**

Certification Date: 06/10/2023  
Certification Expiry: 06/10/2026

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**CCM Certification Details** ⚙️

**Certification:** CCM

**Certification Date:** 06/10/2023

**Expiry Date:** 06/10/2026

Last Update: 06/19/2023 13:49

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**CACM Certification Details** ⚙️

No Certifications

Last Update: 06/19/2023 13:49



# Ashton Ellis, CMIT, ASSOC. DBIA

## CCM/PROGRAM MANAGER

Ashton has over 15 years of professional project experience, with eight of those years working in an institutional environment. Her project experience includes tenant and capital improvement projects, ADA upgrades, design projects, deferred maintenance projects, infrastructure upgrades, and building system upgrades. Ashton's leadership style focuses on engaging project team members to foster communication and dynamic problem solving in order to deliver the highest quality solutions and final product possible.

### EDUCATION

BA, Interior Design, San Diego State University

### LICENSES & CERTIFICATIONS

Construction Manager in Training

Associate Design-Build Professional

### YEARS OF EXPERIENCE

6 years with Kitchell  
15 total years of experience

### REFERENCE

John Green, Capital Division Chief & Interim Asst. Director County of Santa Barbara  
jlgreen@countyofsb.org

**Project:** Santa Barbara County, Staff Augmentation Services

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

### PROJECT EXPERIENCE

**Santa Barbara County, Staff Augmentation Services, Santa Barbara, CA:** Staff augmentation services to Santa Barbara County for over 27 projects totaling more than \$73.1 million. Our services include project and construction management for capital and facilities/maintenance projects, project development, programming, scope of work development, RFP/bidding document production, overseeing bidding process and closeout.

**Santa Barbara County - Staff Augmentation Services, Renovation and Expansion of Lake Cachuma Recreational Vehicle Resort, Santa Barbara, CA:** A \$14 million net zero renovation and expansion of the existing RV resort including all new infrastructure, landscaping, bathroom/shower structure and all ADA accessible.

**Judicial Council of California, Santa Barbara Courthouse Demolition, Santa Barbara, CA:** Demolition and abatement of approximately 16,000 SF of structures. The existing utilities were cut and capped and the construction debris was hauled away to prepare the site for asphalt.

**California Polytechnic State University, San Luis Obispo, Residential Community, San Luis Obispo, CA:** A \$165 million, 562,446 SF design-build project featuring eight structures with four and five levels above grade. The project featured single, double and quad units totaling 1,475 beds for first year students and associated parking totaling 154,363 SF and over 450 stalls. Situated adjacent to the Grand Avenue entrance of the campus, the community is richly programmed with study areas, large scale living rooms for 50 students or more, outdoor courtyards and circulation routes, a mailroom, recreation center, offices and admissions welcome center. Outdoor spaces include a large lawn with an amphitheater and a courtyard with volleyball and basketball courts, natural features, gardens, contemplative spaces, and bike paths. This project is LEED Platinum certified.

**San Luis Obispo County Community College District, Measure L Bond Program, San Luis Obispo, CA:** A \$275 million bond program which will address crucial facility needs, including a new instructional building on the San Luis Obispo campus, a new campus center, a new career training facility and new early childhood center at the Paso Robles campus; the replacement of temporary classrooms, and repairs and upgrades to roofs, heating and air conditioning units, aquatic center and other infrastructure and utilities technology upgrades.

**California State University, San Diego, University Research Foundation, 5121-41 Campanile Drive - Rezoning/Tenant Improvement Project, San Diego, CA:** A \$321,859, 3,243 SF design-build tenant improvement to convert residential property into offices for various student organizations.

# Test Certifications & Minimum Qualifications

ASHTON ELLIS

Ellis, Ashton Kester - CERTIFICATION UPDATE

Certification <certification@dbia.org>

Thu 3/3/2022 11:54 AM

To: Ashton Ellis <aellis@kitchell.com>

1 attachments (67 KB)

Ellis, Ashton Kester .pdf;

EXTERNAL EMAIL

Hello Ashton,

Congratulations on passing the certification exam!

The attached checklist provides an overview of your application status. You have now completed all the requirements of the certification program!

We will announce your certification this week via email and on our website. Also included in that email announcement will be a sample press release for your use as well as details on how to claim your complimentary customized certificate. Your official letter announcing your newly attained status as an **Assoc. DBIA™** certified professional will be mailed.

Congratulations on this outstanding achievement!



Certification Team

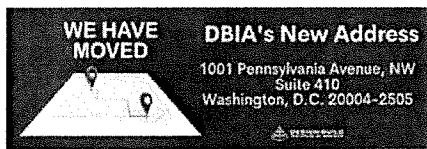
Office : (202) 682-0110

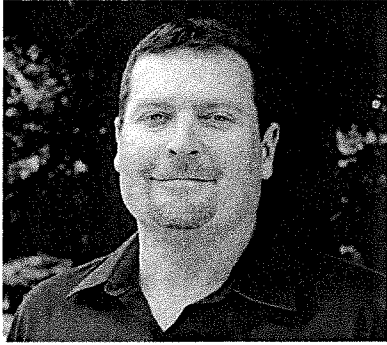
Design-Build Institute of America  
1001 Pennsylvania Ave. NW, Suite 410  
Washington, DC 20004

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# Tully Wyatt, DBIA, LEED AP

## SENIOR PROJECT MANAGER

Tully has over 20 years of industry experience as a dedicated, organized and detail oriented project manager. His expertise includes project types consisting of civic/municipal, public safety, courts, scientific/laboratory and higher education. Tully is a skilled leader who believes in transparent, ongoing communication and maximizing technology to expedite information, guaranteeing all team members, including subcontractors, are constantly informed of decisions or changes in real time. He has a wide range of experience in alternate delivery methods, including design-build and CMAR, as well as extensive project experience, including his recent work at both the City and County of San Luis Obispo.

## PROJECT EXPERIENCE

**Santa Barbara County, Staff Augmentation Services, Santa Barbara, CA:** Staff augmentation services to Santa Barbara County for over 27 projects totaling more than \$73.1 million. Our services include project and construction management for capital and facilities/maintenance projects, project development, programming, scope of work development, RFP/bidding document production, overseeing bidding process and closeout.

**Santa Barbara County - Staff Augmentation Services, New Probation Headquarters Building, Santa Barbara, CA:** A new \$50 million, 40,000 SF probation headquarters building to consolidate operations between multiple campuses including upgrading the functionality and operations of the probation department.

**County of San Luis Obispo, Probation Department Building, San Luis Obispo, CA:** A new \$40 million, 31,000 SF, design-build, two-story office building featuring office space for county probation staff, interview rooms, training, conference and evidence rooms, armory, secured sallyport, break rooms, locker and changing rooms, restrooms with showers, a public lobby, secured parking for employee vehicles and department vehicles as well as an emergency generator.

**County of San Luis Obispo, Capital Improvement Program, San Luis Obispo, CA:** Provided estimating, program and project management services for a \$90 million County Improvement Program including 100 capital improvement projects.

**City of San Luis Obispo, Cultural Arts District Parking Structure, San Luis Obispo, CA:** A new \$44.6 million (construction cost), 162,750 SF parking structure consisting of four levels of post-tension concrete slabs, providing 403 parking stalls including rooftop parking, EV charging stations and photovoltaic panels. Work also includes a pedestrian path and street improvements to connect surrounding downtown streets.

**San Luis Obispo Regional Transit Authority, Bus Maintenance Facility, San Luis Obispo, CA:** A new \$17.5 million, 28,650 SF, single story bus maintenance facility with over 2,600 SF of mezzanine/equipment platform located on a 6.44-acre site. The facility accommodates operations, administration and maintenance areas and includes detached enclosures on-site, including a trash enclosure and canopy over bus parking. Work also includes electric vehicle (EV) charging stations and off-site improvements, specifically the T-intersection for future Elks Lane realignment.

**California Polytechnic State University, Engineering IV, San Luis Obispo, CA:** A \$34 million, 104,000 SF, three-story building complete with dry lab spaces for engineering classes and research, teaching classrooms, office and administrative spaces.

### EDUCATION

MBA, Florida Institute of Technology

BS, Architectural Engineering, California Polytechnic State University, San Luis Obispo

### LICENSES & CERTIFICATIONS

Design-Build Professional  
LEED Accredited Professional  
OSHA 30-hour

### YEARS OF EXPERIENCE

9 years with Kitchell  
20 total years of experience

### REFERENCE

John Green, Capital Division Chief & Interim Asst. Director  
County of Santa Barbara  
jlgreen@countyofsb.org

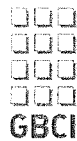
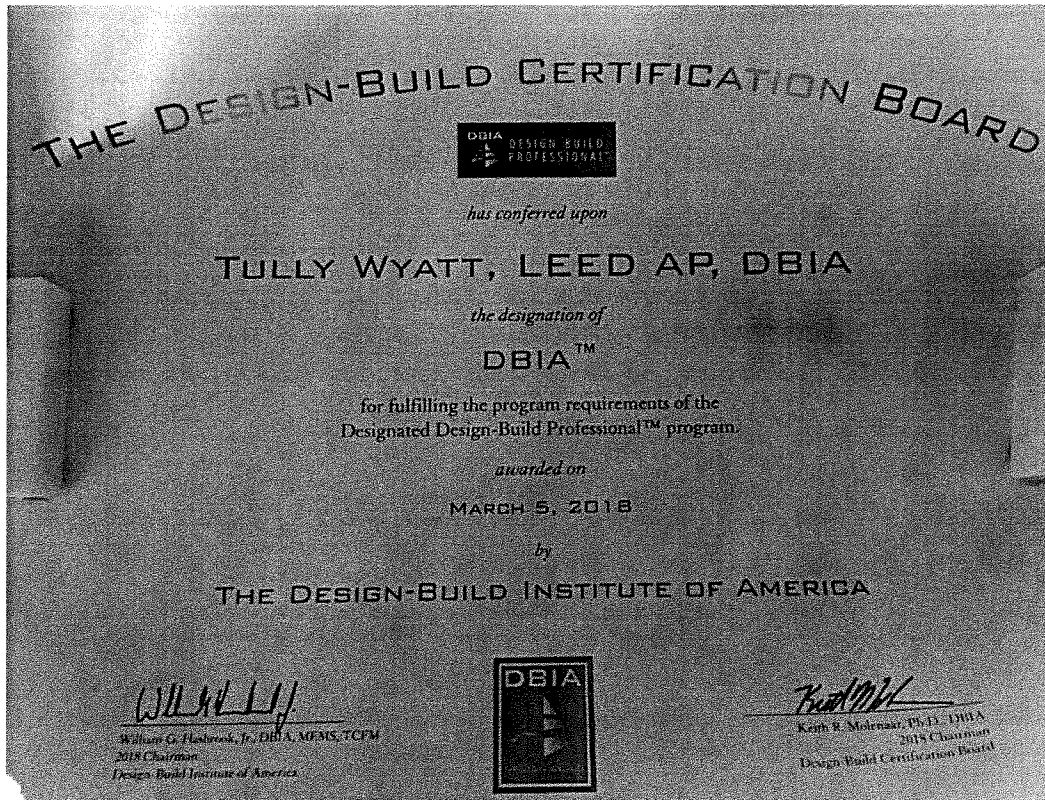
**Project:** Santa Barbara County, Staff Augmentation Services

### DELIVERY METHOD EXPERIENCE

Design-bid-build  
Design-Build  
JOC/On-call  
Best Value

# Test Certifications & Minimum Qualifications

TULLY WYATT



## GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

# Tully Wyatt

HAS ACHIEVED THE DESIGNATION OF

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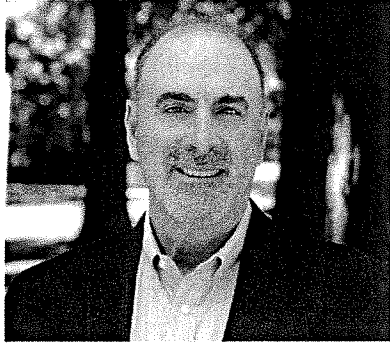


*Robert L. Florn*  
 Chairman

June 12, 2008  
 Date Issued

*R.*  
 S. Robert Bolzano, President and CEO

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# Lou Gibilisco

## SENIOR PROJECT MANAGER

Lou is a dedicated and accomplished construction and development professional with more than 21 years of diverse experience in all facets of the industry. He has a wide range of project experience including civic/municipal and public works, higher education, federal/military, commercial and residential. Lou's skills include jurisdiction management, coordinating trades, developing partnerships and building positive rapport with local officials, architects, engineers, trade partners, vendors and clients while managing costs. He is proficient in duties including entitlement process implementation, contract negotiations, estimating, scheduling, design development coordination, constructability reviews, document preparation and financial due diligence.

### PROJECT EXPERIENCE

**Santa Barbara County, Staff Augmentation Services, Santa Barbara, CA:** Staff augmentation services to Santa Barbara County for over 27 projects totaling more than \$73.1 million. Our services include project and construction management for capital and facilities/maintenance projects, project development, programming, scope of work development, RFP/bidding document production, overseeing bidding process and closeout.

**California Polytechnic State University, San Luis Obispo, Science and Agriculture Teaching and Research Complex (SATRC), San Luis Obispo, CA:** A new \$95.5 million, 100,000 SF facility including a lecture hall, classrooms, a computer lab, project space, a culinary laboratory and an area for electrical and mechanical equipment on the first floor and faculty offices and laboratories on the remaining floors.

**Los Angeles World Airports, Los Angeles International Airport - American Airlines Terminal 5, Los Angeles, CA:** Louis served as Area Superintendent for this \$45 million project consisting of enabling work and a complete renovation of the Terminal 5 baggage claim area. In this role, Louis was responsible for subcontractor supervision, production progress, craft supervision and production, safety compliance, scheduling, quality control, job planning and daily reports, as well as coordination with the project superintendent to maintain accurate time keeping and cost records, budget analysis and risk management.

**United States Air Force, Repair Water Tanks & Coat Interiors, Multiple Facilities, Nellis Air Force Bases, NV:** As Project Manager, Louis was responsible for estimating, buyouts, budgeting, RFIs, change orders, scheduling and submittal review for this \$7.5 million project consisting of above-ground and underground replacement and repair of the water infrastructure system. Other duties included coordinating with the Superintendent to secure the procurement of materials, equipment, scheduling, budgeting and risk management and coordinating the efforts of all parties involved in the project.

**United States Navy, Renovation of Building 251, NAVFAC NASNI, Coronado, CA:** Louis acted as Project Manager for a \$6.5 million remodel of the Navy Seal Training Center. In this role, his responsibilities included estimating, buyouts, budgeting, RFIs, change orders, scheduling and submittal review, coordinating with the Superintendent to secure the procurement of materials, equipment, scheduling, budgeting and risk management and coordinating the efforts of all parties involved in the project.

#### EDUCATION

MBA, Pepperdine University  
 BA, Business, California State University, Northridge

#### LICENSES & CERTIFICATIONS

OSHA 30-Hour  
 Construction Quality Management for Contractors,  
 US Army Corps of Engineers/  
 NAVFAC

#### YEARS OF EXPERIENCE

1 years with Kitchell  
 21 total years of experience

#### REFERENCE

John Green, Capital Division  
 Chief & Interim Asst. Director  
 County of Santa Barbara  
 jlgreen@countyofsb.org

**Project:** Santa Barbara County,  
 Staff Augmentation Services

#### DELIVERY METHOD EXPERIENCE

Design-bid-build  
 Design-Build  
 JOC/On-call  
 Best Value



# Heide Norman, LEED AP

## PROJECT MANAGER II

Heide brings over 34 years of industry experience with a background including renovations, HVAC, fire life safety and ADA upgrades and tenant improvements for government, K-12 and higher education, low-income housing and healthcare facilities. Heide's skills include coordinating with regulatory agencies such as the Department of Health Care Access and Information (HCAi) and Division of the State Architect (DSA), permitting, submittal and RFI reviews, project cost monitoring, processing change orders and estimates, punchlist and closeout. Her recent experience includes projects for the United States Postal Service, Santa Barbara City College and Hazel Hawkins Memorial Hospital.

## PROJECT EXPERIENCE

**Santa Barbara County, Staff Augmentation Services, Santa Barbara, CA:** Staff augmentation services to Santa Barbara County for over 27 projects totaling more than \$73.1 million. Our services include project and construction management for capital and facilities/maintenance projects, project development, programming, scope of work development, RFP/bidding document production, overseeing bidding process and closeout.

**City of Santa Barbara, Fire Station #1, Santa Barbara, CA:** A \$4 million, 19,704 SF renovation and modernization to meet current building codes in performance and health standards, including a seismic retrofit. The renovation was phased in order for the facility to remain fully functional throughout construction and achieved LEED certification.

**Santa Barbara City College, Bookstore Renovation, Santa Barbara, CA:** A \$2.5 million, 18,400 SF modernization of an existing two-story building. Work included renovation and alteration of the entire interior space, ceiling system, stair railings, finishes, HVAC, security system, elevator and fire alarm upgrades, addition of an exterior deck, new storefront systems and a coffee kiosk.

**Hazel Hawkins Memorial Hospital, Women's Center, Hollister, CA:** A \$15 million, 24,000 SF, three-story Women's Center including 13 private birthing suites, two cesarean section operation rooms, nursery, resource library, physician sleep rooms, mammography, diagnostic imaging, bone density scanning and echocardiography equipment rooms.

**Sagunto Place, Santa Ynez, CA:** A 12,500 SF, two-story permanent supportive housing project. The facility includes 23 residential units, meeting room/offices, laundry room, communal kitchen, elevator and roof mounted solar panels, as well as landscaping. This project and property was sold to the Housing Authority of Santa Barbara.

**United States Postal Service, Los Angeles Finance Station, Inglewood, CA:** A new \$11 million, 22,400 SF, two-story postal facility including a customer retail lobby, BMEU, passport services, loading dock, workroom and private offices for the USPS Inspector General. The building is a Type II metal-frame construction with CMU exterior walls, plaster finish, metal siding, metal awnings, metal roof deck, steel roof beams, metal joists, rooftop HVAC equipment, gypsum board and suspending ceilings.

**United States Postal Service, El Cajon HVAC and Roof Replacement, El Cajon, CA:** A \$1.3 million, 47,500 SF project providing HVAC upgrades, soffit repairs, roof replacement, asbestos and lead paint abatement and exterior painting.

### EDUCATION

BA, Interior Design; Interior Architecture Program, California State University, Long Beach

Coursework, Architecture, California Polytechnic State University, San Luis Obispo

### LICENSES & CERTIFICATIONS

LEED Accredited Professional

Procore Certified

NCARB ARE Candidate

### YEARS OF EXPERIENCE

2 years with Kitchell  
34 total years of experience

### REFERENCE

John Green, Capital Division Chief & Interim Asst. Director County of Santa Barbara  
jlgreen@countyofsb.org

**Project:** Santa Barbara County, Staff Augmentation Services

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

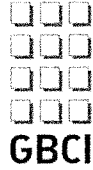
JOC/On-call

Best Value



# Test Certifications & Minimum Qualifications

HEIDE NORMAN



Heide Norman

07/10/2024

Dear Heide,

The Green Business Certification Institute's records indicate that you passed the LEED® Professional Exam™. Please see the details for your exam achievement, below:

Exam Track	Exam Date	Result
LEED AP (New Construction)	2/17/2009	Pass

In passing the LEED AP exam, you became recognized as a LEED AP by GBCI. For your reference, your GBCI # is 0010177459.

Thank you for your participation in the LEED® Professional Credentialing program. We wish you all the best in your work to create and sustain a thriving built environment.

Sincerely,

Green Business Certification Inc.



# Caryn Cowin

## SENIOR PROJECT MANAGER

With nearly 30 years of construction industry experience, Caryn has a comprehensive background in program, project and construction management. She is well-versed in design and construction procedures and excels in developing strategic partnerships and alliances with design professionals, inspectors, contractors, commissioning agents and various departments and user groups.

### PROJECT EXPERIENCE

**California Polytechnic State University, San Luis Obispo, Staff Augmentation**

**Services, San Luis Obispo, CA:** Kitchell is providing Staff Augmentation services for 18 projects and programs totaling approximately \$1.2 billion, including the \$1 billion Cal Poly Housing Program. Our services include Owner’s Representative, program management, project management, scheduling and other services as needed.

**City of Bloomington, Fire Station No. 3, Bloomington, CA:** A new \$8.7 million, 29,800 SF, two-story fire station including six apparatus bays, hose tower, training and administration area, dorm/study rooms and day rooms. Exterior materials were brick, cast stone, glass and metal panel.

**Town of La Pointe, Emergency Services Building, La Pointe, WI:** Preconstruction services for a new 13,542 SF emergency services building to serve as a fire station and EMS facility with living quarters for personnel. ix apparatus bays house the ambulances, police squads and all fire apparatus. This efficiently planned facility was designed to house the Fire, EMS and the Police Departments for the Town.

**City of California City, Police Department, California City, CA:** Construction administration services for a new police station organized into two divisions, Administration Division and Operations Division and staffed by 17 sworn officers and 13 non-sworn personnel.

**Kern Community College District, Measure J Bond Program, Bakersfield, CA:** A \$502.8 million bond program providing new construction and renovations to the 60-year-old campus.

**Desert Community College District, College of the Desert, Measure B Bond Program, Palm Desert, CA:** A \$346.5 million bond program expanding the district’s educational centers with new classrooms, computer labs and science labs to accommodate expanded job training and academic programs. Caryn’s component projects included the \$37.5 million Central Campus Redevelopment, which encompassed renovation of two buildings in the campus core, as well as various projects totaling \$3 million in the Administration Building.

**El Camino College, Compton Campus, Compton, CA:** Budget monitoring, estimating, schedule management/monitoring, coordination of professional services (testing/ inspection, design consultants, commissioning, etc.) bidding and construction procedures, procurement, project and construction management, constructability reviews and cost management.

**Mt. San Antonio College, Measures R and RR Bond Programs, Walnut, CA:** Program, project and construction management services for two bond programs. Her duties included oversight and coordination of all consultants and trade contractors from conceptual design through project completion/closeout for projects encompassing non-bond, scheduled maintenance and state-funded.

#### EDUCATION

Coursework, General Education, Pasadena City College

Coursework, General Education/Software Programs, Mt. San Antonio College

#### LICENSES & CERTIFICATIONS

SCAQMD PM-10 Dust Control  
OSHA 30-Hour Certification

#### YEARS OF EXPERIENCE

< 1 years with Kitchell  
29 total years of experience

#### REFERENCE

Anthony Palazzo, Executive Director of Facilities Planning and Capital Projects  
California Polytechnic State University, San Luis Obispo  
arpalazzo@calpoly.edu

**Project:** Cal Poly Staff Augmentation Services

#### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value



# Josh Mark

## PROJECT MANAGER II

With a comprehensive 17-year background across complex construction sectors, Josh brings a strong and adaptable skill set to every project. His expertise includes project types such as civic/municipal, transportation, higher education, healthcare and labs, spanning all phases such as preconstruction, scheduling, design, and construction management. As a strategic thinker with a level-headed demeanor, he excels at program and construction management services for owners and project teams by building an effective and collaborative team that provides optimal project outcomes that exceed expectations. Josh's experience includes a broad leadership role on a \$1.6 billion project focusing on program management, process creation, design integration, entitlements, budget management and more.

### PROJECT EXPERIENCE

**Santa Barbara Metropolitan Transit District On-Call, Santa Barbara, CA:** A \$450,000 (contract amount) on-call contract for capital improvement, maintenance and expansion projects at SBMTD's Terminal 1 (Santa Barbara) and Terminal 2 (Goleta) locations.

**Goleta Union School District, Measure M Bond Program, Goleta, CA:** Program and construction management services in support of Goleta USD's \$80 million Measure M Bond, providing campus modernization and deferred maintenance projects across 10 schools, the District office and the maintenance, operations and transportation facility. Services include Owner's representation, preconstruction, project controls, project and construction management, scheduling, estimating, facility condition assessments and project dashboarding.

**University of California, Santa Barbara, Munger Residence Hall, Santa Barbara, CA:** A new \$1.6 billion, 1.7 million SF, 11-story, 4,500 bed university student housing facility including innovations and extensive amenities such as a full 25-ft-high steel structure on the roof housing a modern gym, restaurant, market, recreation spaces and extravagant courtyard complete with full-size tree and a clear dome roof.

**University of California, Santa Barbara, Jeff and Judy Henley Hall Institute of Energy Efficiency New Lab, Santa Barbara, CA:** A new \$50 million, 50,000 SF, LEED Platinum certified, three-story, cast-in-place concrete building for the School of Engineering focused on energy efficiency research. The scope of work included a post-tension and conventional decks, exposed concrete and MEPF systems, burnished floors, a mechanical penthouse, multiple dry and wet labs, offices, lecture hall, and a three-story open-air atrium with HVAC controlled skylight.

**Goleta Valley Cottage Hospital, Replacement Hospital, Goleta, CA:** An \$80 million, 149,000 SF, two-story, acute-care replacement hospital with 52 private beds directly adjacent to the existing operating hospital. The new facility houses a surgery suite with six operation rooms, eight intensive care unit rooms, one endoscopy, emergency room with 20 preparation/delivery rooms, radiology department with CAT scan, rheumatoid factor, nuclear medical and ultrasound, wound care with four hyperbaric chambers, physical therapy, dietary, lab, administration, admitting, medical records, rehabilitation and pharmacy rooms.

### EDUCATION

BS, Building Construction Management, Purdue University

Coursework, Organizational Leadership and Supervision, Purdue University

### LICENSES & CERTIFICATIONS

OSHA 30-Hour

American Institute of Constructors Certified Associate Constructor (CAC)

American Society of Healthcare Engineering (ASHE) Healthcare Construction Certificate

### YEARS OF EXPERIENCE

1 years with Kitchell  
17 total years of experience

### REFERENCE

David Rzepinski, MTD Project Manager  
Santa Barbara Metropolitan Transit District (MTD)  
drzepinski@sbmttd.gov

**Project:** Santa Barbara MTD On-Call

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value



# Ty Brockway

## PROJECT MANAGER II

Ty is a construction management professional with over 14 years of experience in various market sectors including education, civic/municipal, criminal justice, healthcare, including HCAi projects, arts/cultural and manufacturing. His experience encompasses a variety of delivery methods including design-build, lease-leaseback and GMAX as well as traditional design-bid-build. Ty's duties have included managing SWPPP plans, creating project site plans for site access, scheduling, attending all project meetings, creating correspondence, submittal and RFI reviews, project cost monitoring, processing change orders and estimates, punchlist and closeout.

### EDUCATION

BS, Construction Management,  
California State University,  
Fresno

### LICENSES & CERTIFICATIONS

OSHA 30-Hour

### YEARS OF EXPERIENCE

1 year with Kitchell  
14 total years of experience

### REFERENCE

Anthony Palazzo, Executive  
Director of Facilities Planning  
and Capital Projects  
California Polytechnic State  
University, San Luis Obispo  
arpalazzo@calpoly.edu

**Project:** Cal Poly Staff  
Augmentation Services

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

### PROJECT EXPERIENCE

#### California Polytechnic State University, San Luis Obispo, Staff Augmentation

**Services, San Luis Obispo, CA:** Kitchell is providing Staff Augmentation services for 18 projects and programs totaling approximately \$1.2 billion, including the \$1 billion Cal Poly Housing Program. Our services include Owner's Representative, program management, project management, scheduling and other services as needed. Ty's component projects include:

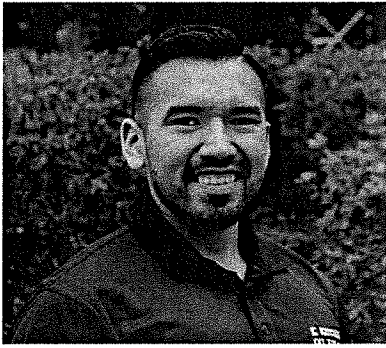
- » John Madden Football Complex: \$30 million (est.)
- » Tennis Clubhouse: \$9 million (est.)
- » Janssen Field Softball Dugouts: \$150,000
- » Baggett Baseball Fist Baseline: \$70,000
- » Janssen Field Pressbox: \$600,000 (est.)

**County of Tulare, South County Detention Facility, Porterville, CA:** A new \$52.6 million, 100,000 SF, Type-II detention facility for 500 inmates. The facility is comprised of one-and two-story tiered buildings housing laundry, kitchen, dining, medical facility with nine beds, video visitation area, administration, storage and program space. The facility is designed based around two housing pods with four housing facilities in each pod, helping improve security and increase operational efficiencies.

**Santa Ynez Band of Chumash Indians, Chumash Museum & Cultural Center, Santa Ynez, CA:** A new \$32.4 million, 14,000 SF facility featuring architecture reflecting Chumash culture, offering visitors a unique experience and intimate look into the first people of this region. The museum includes a Welcome House, Heritage House, Traditional Tule House, Samala Language House, and a Tomol House; symbolically bringing together several houses to make a village. The project includes a 3.5-acre cultural park featuring native plants used by the Chumash. The project is targeting LEED certification, which would make it one of the first LEED-certified tribal museums in the country.

**Riverdale Joint Unified School District, Riverdale High School Addition, Riverdale, CA:** A new \$13 million project including a new administration and lab/science building. The project added new and improved science classrooms and added administration building space housing 25 staff members.

**Fresno Unified School District, Fresno High School New Classroom Buildings, Fresno, CA:** A \$17.6 million project consisting of two new two-story classroom buildings totaling 27,000 SF housing a new library media center and administration building.



# Mario Garzon, CMIT L2

## PROJECT MANAGER

With over eight years in the construction industry, Mario has experience working on project types including civic/municipal, k-12 education, justice/corrections and sports/recreation. He is no stranger to adapting and overcoming challenging circumstances, finding clear communication, along with a positive outlook, are the keys to managing a successful project. Mario is an organized manager, skilled in providing planning, coordination and execution of construction project activities, managing project controls, cost and performance activities and procedures, coordinating/monitoring activities of contractors, architects and engineers.

## PROJECT EXPERIENCE

**California Department of General Services, San Joaquin Fish Hatchery Expansion, Friant, CA:** A \$17 million project consisting of construction of a fish hatchery with research laboratory, fry incubation and production, office space, conference room, equipment and storage rooms, workshop, restrooms, utility building, canopies, exterior hatchery area including aeration and filtration tower, outdoor holding tanks, process piping, control systems, chiller, re-circ equipment, on-site generator, instream/re-introduction access, water main, effluent treatment system, roadways, parking and utilities. The project is the Department of Fish and Wildlife's first step in restoring the natural path for salmon to make their way to the Merced River.

**City of Berkeley, Berkeley Tuolumne Camp, Groveland, CA:** A \$35.3 million (construction cost) project consisting of new construction for a family camp operated by the City of Berkeley on a 30-acre site. The majority of the existing camp was destroyed in the 2013 Rim Fire, with a few remaining structures including one restroom building and 16 tent cabins. New construction includes 66 tent cabins, a 7,063 SF dining hall with 3,430 SF of porch area, a 2,377 SF recreation hall with 1,538 SF of porch area, four restroom buildings, 16 staff cabins, amphitheater, first aid station, administration office with store, Kiddie Kamp, nature center, camp manager cabin, sauna, shade structures, pedestrian bridge over the south fork of the Tuolumne River, six creek bridges, sports court, site retaining walls, pedestrian paths, driveways and parking lots, two propane tanks, two water tanks, two power utility service entry points, generator, waste treatment system with tanks, pumps and leach field, and distribution lines for power, telecom, wastewater, domestic water, fire water and propane.

**Fresno County, West Annex Jail, Fresno, CA:** A new \$101.7 million, 115,000 SF, SB 1022-funded project designed and constructed adjacent to the existing North Annex Jail. The facility consists of three floors, two of which have mezzanines and a partial basement with tunnel connection to the North Annex Jail.

**Kern County Justice Facility, Bakersfield, CA:** A new \$126.7 million, 217,074 SF, 822 bed, Type II (medium-maximum) jail facility on the existing Kern County Correctional Campus. The project includes three separate buildings consisting of three medium security housing pods, one special housing pod, visitation area, inmate property storage, infirmary (medical and mental health services), support services area, staff area, administrative offices, central plant.

### EDUCATION

BS, Construction Management,  
California State University,  
Fresno

### LICENSES & CERTIFICATIONS

Construction Manager-In-  
Training Level 2

OSHA 30-hour

Procore Certification

### YEARS OF EXPERIENCE

8 years with Kitchell  
8 total years of experience

### REFERENCE

Don Hansen, Project Director II  
California Department of  
General Services, Real Estate  
Services Division  
Don.Hansen@dgs.ca.gov

**Project:** San Joaquin Fish  
Hatchery Expansion

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

# Test Certifications & Minimum Qualifications

MARIO GARZON

*The Construction Manager Certification Institute*



The CMCI Board of Governors hereby confers on

Mario Garzon

this certificate in recognition of successful completion of the  
requirements set forth for the certificate program

**Construction Manager - In - Training**  
**Level Two**

as witnessed and certified by the  
Construction Manager Certification Institute.

A handwritten signature in black ink, appearing to read 'Raul D. T. Castro'.

CMCI Board of Governors Chair

06/29/2029 00:00

Valid Through



## Randy Rominger, LEED AP, ASSOC. DBIA PRINCIPAL-IN-CHARGE

Randy has over 39 years of experience in the construction industry involving the management of multi-million dollar projects for public and private sector clients. He has specialized in a variety of project types including parking structures, civic/municipal, healthcare, corrections and education. Randy is an effective leader who believes trust, efficient conflict resolution, commitment, personal accountability and a goal-oriented approach are keys to a happy team and a successful project.

### PROJECT EXPERIENCE

**Santa Barbara County, Staff Augmentation Services, Santa Barbara, CA:** Staff augmentation services to Santa Barbara County for over 27 projects totaling more than \$73.1 million.

**California Polytechnic State University, San Luis Obispo, Staff Augmentation Services, San Luis Obispo, CA:** Staff augmentation services for 18 projects and programs totaling approximately \$1.2 billion, including the \$1 billion Cal Poly Housing Program.

**San Luis Obispo County, New Animal Shelter, San Luis Obispo, CA:** A new \$20.3 million, 16,000 SF design-build Animal Services Facility created to replace the existing animal services shelter constructed in 1975. The new facility improves public visitation and access, provides expanded services, security and incorporates larger kennel spaces with allowance for future expansion and overflow.



## Heather Brown, PE, LEED AP CONSTRUCTABILITY REVIEWER

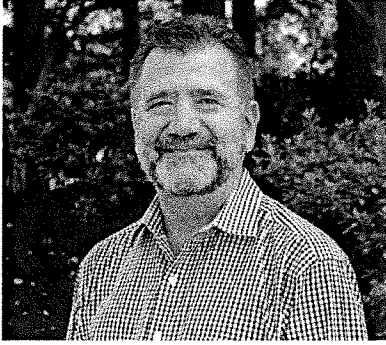
With more than 29 years of industry experience, Heather is Kitchell's Director of Engineering and Architectural Services, responsible for the management of engineers and architects as well as implementation of effective processes and procedures, including constructability reviews on all design documents prior to bid. She is a conceptual thinker, striving to put all pieces of a task or project together to foresee how they will complement each other down the road.

### PROJECT EXPERIENCE

**Santa Barbara County, Northern Branch Jail, Santa Maria, CA:** A new \$115.5 million, 135,000 SF, 376-bed jail, of which 32 beds are dedicated to medical and mental health beds in a specialized housing unit.

**Madera County, Staff Augmentation Services, Madera, CA:** Since 2013, Kitchell has been providing staff augmentation services for various county projects totaling more than \$116 million.

**San Luis Obispo County, New Animal Shelter, San Luis Obispo, CA:** A new \$20.3 million, 16,000 SF design-build Animal Services Facility created to replace the existing animal services shelter constructed in 1975. The new facility improves public visitation and access, provides expanded services, security and incorporates larger kennel spaces with allowance for future expansion and overflow.



## Rick Stassi

### SCHEDULING MANAGER

Rick has over 47 years of technical and analytical industry scheduling experience, with a diverse career in the engineering and project management fields. His experience encompasses project controls, engineering support, customer service and information technology support as well as scheduling, with excellent interpersonal and team building skills. His experience includes high volume projects across several industries including water/wastewater, aviation, civic/municipal, commercial and transportation.

#### PROJECT EXPERIENCE

**San Luis Obispo County, New Animal Shelter, San Luis Obispo, CA:** A new \$20.3 million, 16,000 SF design-build Animal Services Facility created to replace the existing animal services shelter constructed in 1975. The new facility improves public visitation and access, provides expanded services, security and incorporates larger kennel spaces with allowance for future expansion and overflow.

**California Polytechnic State University, San Luis Obispo, Vista Grande Dining Facility, San Luis Obispo, CA:** A new \$39.8 million, 35,000 SF, three-story dining complex facility which replaces a 43-year old facility.

**San Luis Obispo County Community College District, Measure L Bond Program, San Luis Obispo, CA:** A \$275 million bond program consisting of more than 60 projects, addressing crucial facility needs.



## Rafael Martin, PE, ASSOC. DBIA, CCM

### PROJECT CONTROLS DIRECTOR

Rafael brings over 29 years of remarkable leadership expertise in engineering and construction to Kitchell. He excels in implementing methodical processes and cultivating disciplined approaches, offering crucial support to Kitchell's program, project and construction management consulting services division. His profound technical acumen in project controls and adeptness in leveraging technology to optimize processes make him a great leader furthering our commitment to delivering innovative solutions in the industry. Rafael is adept at determining potential risk issues and developing alternatives to ensure project success.

#### PROJECT EXPERIENCE

**City of Sacramento, Department of Utilities, Sacramento Water Treatment Plants Rehabilitation Project, Sacramento, CA:** A \$143 million renovation and expansion of water treatment facilities. The project includes the construction of an advanced 160 MGD water treatment plant and the expansion of an existing 200 MGD treatment facility.

**County of Los Angeles, Department of Public Works Special Assignments, Los Angeles, CA:** Multiple projects awarded on a task order basis, including the Lennox Library and Community Center, Fire Station 71 in Malibu, Eastern Avenue Hill Complex Landfill Gas Control System and High Desert Solar Complex.

**California Department of General Services, CalFire Southern Operations Headquarters Relocate Facility, Riverside, CA:** A \$40 million project including a 63,000 SF joint-use state fire headquarters located on approximately 12 acres of land.





## Matt Chappell, EIT, CEP

### ESTIMATING MANAGER

Matt has more than 28 years of experience in private and public construction and design. His experience includes project management, agency/contractor coordination, scheduling and project budgets, utility construction and estimating on multiple municipal and education projects. As a Certified Estimating Professional (CEP) by the Association for the Advancement of Cost Engineering (AACE), Matt exemplifies the well-rounded construction estimating professional.

### PROJECT EXPERIENCE

**Madera County, Staff Augmentation Services, Madera, CA:** Since 2013, Kitchell has been providing staff augmentation services for various county projects totaling more than \$116 million.

**City of San Luis Obispo, Cultural Arts District Parking Structure, San Luis Obispo, CA:** A new \$44.6 million (construction cost), 162,750 SF parking structure consisting of four levels of post-tension concrete slabs, providing 403 parking stalls including rooftop parking, EV charging stations and photovoltaic panels. Work also includes a pedestrian path and street improvements to connect surrounding downtown streets.

**San Luis Obispo Regional Transit Authority, Bus Maintenance Facility, San Luis Obispo, CA:** A new \$17.5 million, 28,650 SF, single story bus maintenance facility with over 2,600 SF of mezzanine/equipment platform located on a 6.44-acre site.



# 5. Statement of Work

a. Include a detailed Scope of Work Statement describing all services to be provided.



Kitchell’s proposed CCM/ Program Manager Ashton Ellis helped develop the project checklist, which has become an essential tool in the project scope development and initiation process.

## Project Scope Development

Like the foundation of a well-constructed building, project scope development establishes the foundation upon which successful projects are built. Project scope development is often a collaboration between the Capital Projects PM, the County Department/Client, internal County departments, the design team (if applicable) and sometimes external stakeholders (utilities, other governments agencies, etc). The process is carried out by our PMs who know how to effectively organize, communicate, and follow through on every detail. **Our PMs on the Santa Barbara County staff augmentation contract use a checklist to ensure completeness and consistency.** Upon completion of the scope development process, a project charter is developed to memorialize the scope, budget, and schedule parameters upon which project success will be measured.

## Cost Estimating/Budget

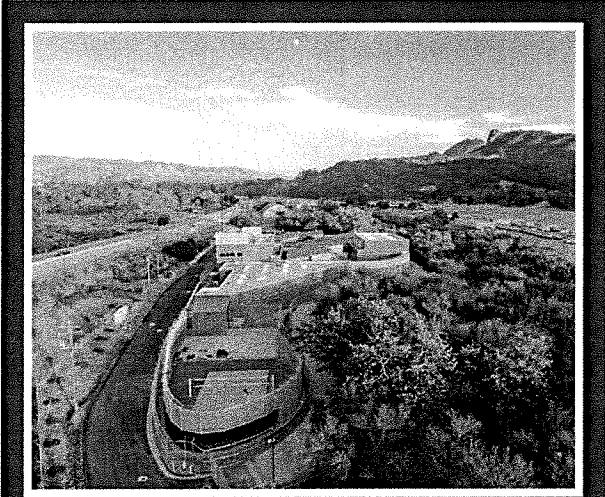
One of our essential functions in performing PM-CM services is managing the process of rendering cost estimates at appropriate points during project designs to ensure projects remain within budget – whether performed by third-party estimators, the design professionals, or Kitchell.

Upon request, we can perform detailed cost estimates and reconcile to the design professional’s estimates. Using our in-house professional estimators and our extensive cost database indexed for the Santa Barbara marketplace, we have the ability to perform thorough quantity take-off estimates which can provide the County with an unbiased professional opinion of probable construction costs conducted by professional estimators.

Construction costs along with project soft costs are updated to reflect the latest information and tracked continuously against the established budget. We provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost including costs of alternative designs or materials, preliminary budgets, and possible economies. If it appears that the project construction budget will not be met, we offer alternatives and solutions to bring costs back in line.

## Project Schedule Development

Kitchell’s assigned PM will develop and maintain the overall Critical Path Method (CPM) master project schedule with milestones. Our project schedules provide information in a concise, clear and effective format. The schedule will incorporate all preconstruction, construction, and closeout activities. In the process, Kitchell will evaluate and propose alternatives for project phasing and sequencing. We will advise the project team regarding factors including long-lead materials procurement, rapidly changing materials prices,



## Collaborative & Timely Solutions at San Luis Obispo County Juvenile Hall Expansion

For the County's Juvenile Hall Expansion project, Kitchell utilizes a web-based tracking system—Prolog Converge—to identify critical RFIs and potential changes. Through this tool we have facilitated on-site meetings with key project team members, including key subcontractors and design subconsultants, to bring about collaborative and timely solutions which avoided disputes.

The program also notifies the County, architect and other project team members when they are required to take action on an item. RFIs, submittals and PCO logs are generated from the system to track status, priority and responsibility. The logs are reviewed in our weekly project team meetings.

weather, overall schedule requirements, favorable/unfavorable bidder climate and regulatory requirements. The project team will determine the pertinent factors. They will then be compiled, evaluated, and reduced to a set of recommendations for phasing or sequencing.

Kitchell's project professionals are well versed in the process of detailed scheduling for projects and programs. Our PM's understand the cost of lost time on the construction schedule and the importance of monitoring the construction schedule and mitigating project delays. Careful monitoring and regular reporting of activities against this schedule will provide early information about overall progress. We will follow up on potential delay issues through active communication with County staff and the project team. We will continually review and monitor progress of the work against the scheduled milestones, and provide recommendations necessary to prevent, minimize, or recover from delays.

## Project Communications

Maintaining clearly defined and well implemented communications methods are paramount to project success. Kitchell will organize and establish effective communication among the project team members. We will ensure that responsibilities for completing tasks are assigned to appropriate team members, they are understood by all, and are tracked throughout the design and construction process.

Our project personnel are trained in online project management information systems, such as Procore, for generating and/or tracking communications, costs, requests for information, submittals, daily logs, drawings and other project documents. We are also flexible in adapting to other project administration systems as dictated by County and project demands.

Clear understanding of each team member's role and responsibilities on the projects will establish clear performance expectations and eliminate confusion. We have often used a

tabular responsibility matrix to accomplish this. Each team member will see a snapshot of their responsibilities and how they relate to other team members. We will generate a detailed responsibility matrix defining the roles and responsibilities of each member on the project team and conduct a project kick-off meeting to convey these roles and responsibilities. This effort will help identify potential conflicts and omissions of activity before they become issues.

We maintain a web-based project procedures manual accessible to all Kitchell employees from our company intranet to enable the project team to better understand and perform its duties. These procedures will form the basis from which to develop customized procedures to meet the County's specific needs and expectations. Project procedures include specific instructions and responsibilities for processing documents such as submittals, requests for information, payment applications and change orders and resolving issues through dispute resolution procedures. We will collaboratively work with County staff administering procedures with complete team buy-in.

# Project Management/ Administration Tasks

## Meetings

We consider meetings an effective means of collaborating on ideas, resolving issues, building relationships, and reporting information in a relational environment. As members of the project team we will participate in a variety of meeting venues including project kick-off meetings, design and construction progress meetings, board meeting presentations, stakeholder meetings, budget meetings, pre-proposal, pre-bid and preconstruction conferences, meetings with regulatory and permitting agencies, meetings to resolve specific issues and the list goes on.

To memorialize important statements made and actions required, concise, accurate meeting minutes issued in a timely manner are just as important as the meetings themselves. We will publish agendas and issue minutes to ensure the scope of the meeting is clear and the outcomes are documented.



**To memorialize important statements made and actions required, concise, accurate meeting minutes issued in a timely manner are just as important as the meetings themselves. We adhere to Kitchell's 48-hour turnaround policy on issuing meeting minutes.**

## Project Documentation

Through our work on numerous public works programs, we have developed Request for Qualifications (RFQ)/Request for Proposals (RFP) documents, developed distribution lists of prospective respondents, led pre-submittal conferences, documented questions and responses, and organized initial selections and final interviews. Our team has also coordinated the selection of technology, California Environmental Quality Act (CEQA), geotechnical, environmental, engineering, and other consultants for specialized projects. **Our team on the Santa Barbara County Staff Augmentation contract are presently routinely developing and administering RFQs and RFPs in coordination with County staff.**

## Coordination of Plans & Specifications

Our team works effectively and collaboratively with internal County staff and clients as well as external designers, engineers, and consultants to develop comprehensive and complete plans and specifications for County projects that can range anywhere from simple project scope documents for smaller projects solicited through the Job Order Contracting (JOC) program to larger, highly complex capital projects.

Recognizing the significance of in-house space planning and design for small projects, Kitchell has allocated PM staff with design experience to support preliminary design efforts as required under the County staff augmentation contract.

Consistency is crucial for the success of a successful capital improvement program, and to that end we recommend the use of a standard set of specifications. Our team will work in

collaboration with the County to develop and maintain a set of standard specifications that would clearly convey County expectations for product quality and systems.

## Coordination of Value Engineering Process

To equip the County with a builder’s perspective as designs emerge, we will meet with the project team during the design phase to advise and coordinate an array of factors that can impact life cycle value including site use and improvements, selection of materials, building systems and equipment. We will also provide recommendations on construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs or materials.

## Project Organization

Through our experience working with Santa Barbara County on the Staff Augmentation contract, Kitchell understands County processes, procedures, and protocols. This knowledge and experience equips our team with the ability to serve the County on the Contract Project Management program most efficiently with no learning curve. Furthermore, Kitchell has established PMs ready to support the County’s onboarding process for additional contract project managers, as needed.

## Proposals and the Invitation to Bid Process

Whether the County’s projects are delivered using traditional design-bid-build or an alternative contracting method such as JOC or design-build, it is imperative that the contractor solicitation process be conducted within strict adherence to the laws that govern contractor solicitation. Proper administration of proposal/bid solicitation will place the projects on course to achieve the County’s goals for completion on schedule and within budget.

Through our current experience on the Santa Barbara County Staff Augmentation contract, our PMs use Public Purchase to solicit and administer bids/RFPs, and work with the County staff to navigate the Board of Supervisor approval process. We also conduct pre-proposal/bid conferences and job walks, issue any necessary addenda, answer questions, conduct vendor outreach to gain interest in the posted project, download the received responses, assemble the review and scoring team, and issue the intent to award.

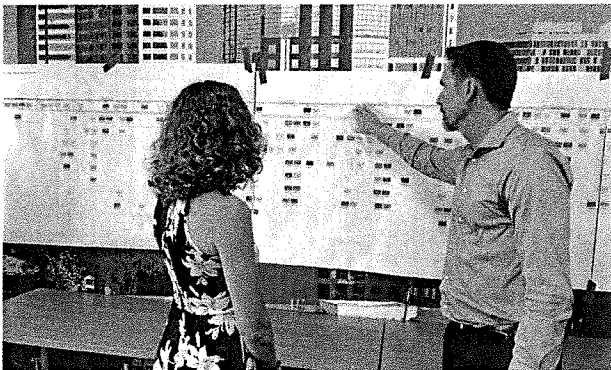
## Project Permitting

Our PMs work closely with various County departments (Public Works, Planning & Development, Environmental, etc.), and the design team to ensure all necessary permits for the projects are obtained. Throughout each project, we will track the status of all regulatory requirements including special testing and inspections and coordinate the work in the field

with the special inspections teams to assure the projects move forward according to the schedule. Additionally, it is recommended that the County and applicable County Inspectors are engaged early in the project to develop a strategy for timely inspections and to ensure that the project team is clear on the inspector’s expectations.

## Project Documentation

Through our experience on the Santa Barbara Staff Augmentation contract, our PMs understand the County’s project documentation



processes and expectations. The County has a standard file structure used to organize and file project related documents. All documents from the initial project charter between client and general services to budgets, schedules, contracts, correspondence, notices, etc. are collected within the file structure for easy retrieval.

## Board Letter Development

The Board Letter development process is an essential step in contract execution at the County. Kitchell PMs on the staff augmentation contract are versed in the board letter processes established at the County from board letter preparation through Board approval. The board letter development process is initiated when a contract action requires board approval. Our PMs assemble recommended actions, a concise project summary and background, financial analysis of the actions requested, and supporting document attachments to develop a well-structured board letter tailored to a specific project or contract. The Kitchell PMs shall work closely with internal General Services Management and various other department stakeholders (Risk Management, County Counsel, Auditor Controller, CEOs Office) through the review process to establish a successful board letter. Only after concurrence is received from all stakeholders, will our PMs docket for presentation to the Board of Supervisors for approval to proceed with the recommended actions.

When needed, our PMs may work with the General Service Management team to prepare and present to the Board on projects of high visibility (i.e. Calle Real Campus Master Plan).

## Project Financial Management

### County Purchasing Requirements

The County's use of Public Purchase and DocuSign has streamlined purchasing and financial management processes. Our team on the Staff Augmentation contract routinely use these tools to accomplish their financial management functions. The Public Contracting Code has specific requirements for what purchasing can authorize and what is required to receive Board approval. Through our experience, we've learned that all contracts between \$3,500 and \$200,000 can be approved through Purchasing and go through the purchase order (PO) process. All contracts over \$200,000 are required to receive Board approval. The adoption of electronic signatures via DocuSign has expedited the Board approval process. Our PMs are required to work with County Counsel, Risk Management, and the Auditor-Controller's Office to review and receive concurrence on all Board items.

With the County's adoption of the WorkDay platform to replace FIN (County's financial management system), Palette (the County's procurement system) and the way invoices are processed, the team on the County Staff Augmentation contract has been trained on the new systems when they are rolled out for use in the 2024/25 fiscal year.

### Financials Management

Our PMs are responsible for establishing and tracking project budgets, managing contracts, reviewing vendor invoices and payment applications, mitigating change orders, and resolving issues that could impact costs in order to bring projects to successful completion within

budget. Our PMs use a variety of financial management tools including cost control reports and budget tracking spreadsheets to stay up to date on the project financials.

## Construction Management

Construction is the realization of your vision and the collective efforts of your design and construction partners. Our goal for the construction phase of the projects is simple: Execute. Kitchell's efforts during preconstruction will prepare the teams for a construction project free from surprises.

We will monitor the work of the contractors and coordinate their work with the activities and responsibilities of the County, the design team, and others to complete the projects in accordance with the stated objectives of work scope, cost, time, and quality. We will coordinate with the County to establish the on-site organization and lines of authority necessary to carry out the work. We will work with the County to develop and implement procedures for a host of project administration processes including submittals, substitutions, Requests for Information (RFIs), changes, payment applications, daily reports, and inspection requests, just to name a few.

## Other Project/Program Tasks

Through Kitchell's entrepreneurial culture, our project management staff routinely performs additional tasks within the context of our overall mission. Success in our industry equates directly with our ability to improve results through creativity, innovation, and tenacity. This understanding translates to every aspect of our work. From our employee training and development programs, to the consistent delivery of services via our company-wide, intranet-based project procedures manual, to business innovations through our Total Quality Management Program—we provide our clients with highly skilled team members equipped with the tools, talent and creativity needed to successfully deliver your capital improvement program, and ultimately your vision.

Examples of other tasks performed on the Santa Barbara Staff Augmentation Contract to date include:

- » Assisting in the development of internal processes, procedure, and standards (ie. the PM Process and Procedures Manual and County Furniture Standards);
- » The County reopening effort following the initial COVID lockdown;
- » Space planning;
- » Assistance with onboarding/training of new team members;
- » Managing and monitoring the County ADA barriers database

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b. Describe your understanding of Project deliverables.

## Understanding of Project Deliverables

Project deliverables are the tangible manifestation of professional services performed as defined within the task orders. When developing scope of services within the task orders, it is most beneficial to the County and Kitchell to clearly define the expectations for content, media, distribution/audience, and timeframe/frequency of deliverables to be produced during performance of task order services. We are also flexible to make adjustments to deliverables to meet evolving needs of the projects and the County.

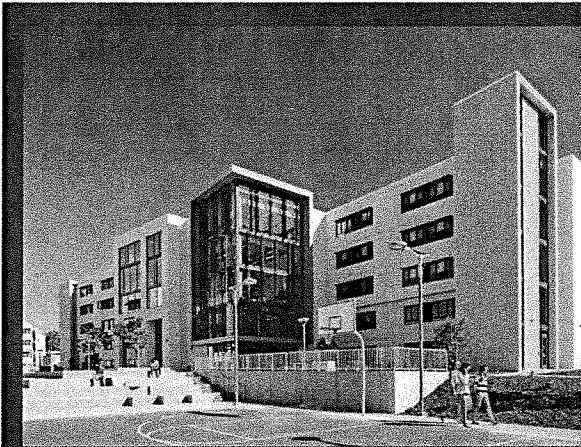
c. Describe your cost control and budgeting methodology.

## Cost Control & Budgeting Methodology

Through our budgeting and cost control processes, we coalesce our estimating skills, design reviews, value engineering, use of a cost control reports, effective change order and amendment evaluation, and evaluation of pay requests and invoices. By means of our experience, we have the ability to “look ahead” to reduce the unknown factors that can create budget exceeding cost issues.

One of our initial efforts will be to work with the County to understand/refine the budget, including identification of all cost components with reasonable budget assumptions to use until actual costs are accrued. We establish and maintain a cost control system to track all costs associated with the projects against the established budget. As the projects progress, projected costs will be entered into the model, providing a real time assessment as to the status against budget.

We will update the cost control reports throughout the projects, with emphasis on forecasting the projected final project costs. We take an active role in not only identifying cost impacts as the projects progress but in providing alternatives and recommendations for maintaining costs within the master budget. Our proposed onsite PM team consists of long-term Santa Barbara County residents who have heightened understanding of the Santa Barbara design/engineering/construction community and are better able to forecast budget elements unique to Santa Barbara.



### Cost Control for Cal Poly SLO YTT Residential Community

Kitchell was vested in maintaining the project budget at the YTT Residential Community. Aside from providing complete reviews of each contractor initiated change order request, we also tapped into our Estimating Department to review potential large scale changes to the project’s parking structure facility. In addition, we met bi-weekly with the Owner to review all approved, pending and potential changes to the project relative to the project contingency. These efforts at cost control and of continual budget review afforded the University the opportunities to provide additional

facilities to the project (added a 2nd story to the administrative building), provide additional redundancies to vital systems like the lift station, emergency systems, and add critical infrastructure pieces to the campus electrical system (manholes, splice boxes). The combined team effort kept the project moving forward while managing these changes within the project budget.



# 6. Conflict of Interest

Each Proposer submitting a Proposal in response to this RFP must disclose to the County any actual, apparent, or potential conflicts of interest that may exist relative to the services described herein. If the Proposer has no conflict of interest, a statement to that effect shall be included in such Proposer's Proposal. If awarded the Contract, the selected Contractor will be required to refrain from and disclose subsequent potential conflicts throughout the Term.

Kitchell does not have any actual, apparent, or potential conflicts of interest relative to the services described herein. Kitchell acknowledges that if awarded the Contract, we will be required to refrain from and disclose subsequent potential conflicts throughout the Term.

# 7. Litigation

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

**Project Name:** Sacramento Memorial Auditorium Project  
**Description:** Mr. Fiscus sued Kitchell claiming to have been injured while riding his bike in an area near the project site. The party responsible for the traffic control plan assumed the defense of Kitchell in this lawsuit.  
**Outcome:** Resolved without any payment from or finding of liability against Kitchell  
**Proceedings:** Kitchell was not involved in any legal proceedings in this matter, including any dispute resolution meetings.

**Project Name:** City of Costa Mesa Fire Station  
**Description:** City inspector sued the general contractor and Kitchell claiming injuries after falling into a hole at the project site and sustaining physical injuries.  
**Outcome:** Kitchell was voluntarily dismissed due to the lack of any evidence  
**Proceedings:** Kitchell was not involved in any legal proceedings in this matter, including any dispute resolution meetings.

# 8. Agreement for Services of Independent Contractor

Each Proposer must provide a brief statement affirming that the Proposal terms will remain in effect for ninety (90) days following the date Proposal submittals are due. Each Proposer must review the Standard Agreement attached to this RFP as Attachment A and acknowledge their acceptance of the terms of the Standard Agreement in the space provided on the Attachment A coversheet.

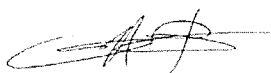
Kitchell affirms that the Proposal terms will remain in effect for ninety (90) days following the date proposal submittals are due.

Kitchell has reviewed the Standard Agreement and acknowledges our acceptance of the terms, as indicated on the **Attachment A Cover Sheet** below.

## 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 acknowledgement acceptance of the Standard agreement language will cause the rejection of the Proposal without further consideration.

Kitchell/CEM, Inc. acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent Contractors."

Signature: 

Geoff Bachanas, CCM  
Vice President of Operations

*Officer duly authorized to negotiate on behalf of and legally contractually bind Kitchell*

# 9. Contractor Information Sheet

Complete the "Contractor Information Sheet" provided in Attachment B of this RFP

## Contractor Information Sheet

Name of Proposer Kitchell/CEM, Inc.

Business P.O. Box N/A

City, State, Zip N/A

Business Street Address 1304 Broad Street  
(Include even if P.O. Box is used)

City, State, Zip San Luis Obispo, CA 93401

Telephone No. 805.706.0276 Fax No. 916.648.6534

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

Contact Person Name Randy Rominger, Principal-in-Charge

Contact Person Phone No. 559.263.9660

Contact Person Email rrominger@kitchell.com

Employer's Tax Identification Number 86-0358697

# 10. Federal Provisions

*Kitchell has reviewed the provisions provided in Attachment C and acknowledges the acceptance of these provisions.*

## CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

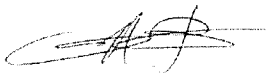
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any 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 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



\_\_\_\_\_  
Signature of Contractor's Authorized Official

Geoff Bachanas, Vice President of Operations

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

July 12, 2024

\_\_\_\_\_  
Date



[WWW.KITCHELL.COM](http://WWW.KITCHELL.COM)

**COST PROPOSAL**

**July 19, 2024**

Kitchell's philosophy for determining our professional services fee is driven by matching value to cost. We strive to provide the most appropriate complement of services to meet County objectives. Our primary goal is to align our understanding of the project success factors with your expectations.

Our proposed hourly rates and reimbursable costs are provided below and will be used as a basis for invoicing fees for services. Our hourly rates include the cost of direct staff time, cell phone expenses, computers, insurance, overhead and profit. Our hourly rates do not include the cost of office facilities in Santa Barbara. We request access to office space when performing services onsite or in County offices.

Kitchell's ultimate goal is to remain flexible, open and responsive in reaching mutually agreeable compensation for our services.

**Kitchell's Hourly Rates:**

Project Executive	\$245
Program/Project Director	\$220
Program Manager	\$205
Senior Project Manager	\$195
Project Manager II / Construction Manager	\$185
Project Manager	\$175
Senior Project Engineer	\$150
Project Engineer	\$140
Document Control Manager	\$105
Engineering/Architecture Department Manager	\$225
Senior Architect/Engineer	\$185
Architect/Engineer	\$175
Commissioning Engineer	\$175
BIM Manager	\$185
BIM Engineer	\$145
CAD Technician	\$120
Engineering/Architecture Department Admin Support	\$105
Estimating Department Manager	\$210
Senior Estimator	\$190
Estimator	\$165

County of Santa Barbara  
RFP #24019 - GS Capital Project:  
Indefinite Delivery-Indefinite Quantity "As Needed"  
Project Management and Construction Management Services

## **COST PROPOSAL**

**July 19, 2024**

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Scheduling Department Manager	\$190
Scheduler	\$165

The above hourly rates are fully burdened with employee benefits, statutory requirements, overhead and profit. These hourly labor rates will be honored through December 31, 2024, and are subject to annual adjustments based on an agreed cost index for subsequent years.

### **Reimbursable Costs**

Contract-related travel costs preauthorized by the County will be invoiced as reimbursable costs. For personnel based in our San Luis Obispo office or beyond, travel for services performed at jobsites or County offices will be invoiced at the then current Federal mileage reimbursement rate originating from our San Luis Obispo Office. Additionally, lodging for these employees when performing services in or beyond Santa Barbara for two consecutive days will be invoiced at actual costs.



## **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 following Contractor Rate Schedule 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

<b>BOARD CONTRACT#:</b>	<b>TASK ORDER#:</b>	<b>CO. PROJECT#:</b>	<b>FEDERAL PROJECT#:</b>	<b>FUND #:</b>
{BC NO.}	{T.O. NO. / VENDOR ABBREV.}	{COUNTY PROJ NO.}	{FED PROJ NO.}	{FUND}
<b>DEPT.#:</b>	<b>LINE ITEM ACCT.#:</b>	<b>PROGRAM#:</b>	<b>ORGANIZATION UNIT#:</b>	<b>A-C VENDOR #:</b>
063	{LI ACCT}	{PROG}	{ORG UNIT}	{VENDOR NO.}
<b>PROJECT TITLE:</b>				
{PROJECT TITLE}				
<b>FUNDING SOURCE:</b>				
{Specify all Federal and State funding sources; attach all applicable Federal Provisions and/or State Provisions to this Task Order}				
<b>TASK ORDER START DATE:</b>			<b>TASK ORDER END DATE:</b>	
_ / _ / 202_			{End Date}	
(and in no event later than 8/27/2029)				
<b>CONTRACT REPRESENTATIVE:</b>		<b>COUNTY PROJECT MANAGER:</b>	<b>TASK ORDER REQUESTOR:</b>	
{CONT REP}		{PM NAME} <u>(Signed Initials)</u>	{T.O. REQUESTOR}	

<b>PURPOSE:</b>
<b>SCOPE OF SERVICES:</b>
<b>EXPECTED RESULTS:</b>

<b>DELIVERABLES:</b>	
<b>PERFORMANCE CRITERIA:</b>	
<ol style="list-style-type: none"> <li>1. Completing tasks on-time and within Task Order Budget. {ATTACH TASK ORDER BUDGET}</li> <li>2.</li> </ol>	
<b>COST:</b>	
\$ {DOLLARS AND CENTS}	
<b>THE NOT TO EXCEED COST OF THIS TASK ORDER IS:</b>	<b>\${ROUNDED COST}</b>

<b>CONTRACTOR REPRESENTATIVE:</b>		
SIGNATURE	PRINT NAME	DATE

<b>GENERAL SERVICES PROJECT MANAGER:</b>		
SIGNATURE	PRINT NAME	

<b>GENERAL SERVICES ACCOUNTING MANAGER:</b>		
SIGNATURE	PRINT NAME	DATE

<b>GENERAL SERVICES CAPITAL ASSISTANT DIRECTOR:</b>		
SIGNATURE	PRINT NAME	DATE

**END OF EXHIBIT D**