



County of Santa Barbara: General Services
Capital Division

PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA BARBARA

And

A3 ENGINEERING, LLP

**CERTIFIED HISTORIC ARCHITECTURAL, MECHANICAL AND ELECTRICAL
DESIGN SERVICES AND STRUCTURAL ENGINEERING**

For

**SANTA BARBARA VETERANS MEMORIAL BUILDING
HVAC AND STRUCTURAL IMPROVEMENTS AND ELECTRICAL UPGRADES**

PROJECT NUMBER: 22024



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PROFESSIONAL SERVICES AGREEMENT

FOR

**PROFESSIONAL CERTIFIED HISTORIC ARCHITECTURAL, MECHANICAL AND ELECTRICAL
DESIGN SERVICES AND STRUCTURAL ENGINEERING SERVICES**

This is an agreement between THE COUNTY OF SANTA BARBARA ("Owner" or "County") and A3 ENGINEERING, LLP, a California limited liability partnership ("Consultant" or "Contractor").

PART 1 - RECITALS

- 1.01 WHEREAS**, this Professional Services Agreement ("PSA" or "Agreement") sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide professional services to Owner in connection with Owner's Santa Barbara Veterans Memorial Building Upgrades ("Project"); and
- 1.02 WHEREAS**, Consultant was selected by means of the County's qualifications-based selection ("QBS") process, and represents itself as a professional having the requisite qualifications, licenses and agrees to perform the Services defined below.

NOW, THEREFORE, Owner and Consultant agree as follows:

PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 Agreement For Services

- A. This PSA sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide services to the County as set forth herein ("Services").

2.02 Maximum Compensation

- A. The sum of all payments made to Consultant pursuant to this PSA shall not exceed a maximum aggregate amount of two hundred thirty-nine thousand, seven hundred and eighty dollars (\$239,780.00) ("Maximum Compensation Limit" or "MCL"). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

2.03 Term

- A. This PSA is effective as of first the date it is duly executed by both of the parties hereto, and shall remain in effect for a period of two years thereafter, unless earlier terminated in accordance with the provisions of this Agreement ("Term").

2.04 Scope

- A. The Services and Deliverables identified in "Consultant's Scope of Work & Hourly Rates," attached hereto as Exhibit A and incorporated herein by reference ("SOW"), establish:
1. The full range of Services and Deliverables the County may authorize for projects within the scope of this PSA.
 2. The extent of the Services and Deliverables that may be authorized by the Owner's Project Manager ("OPM") within the scope of this PSA.



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PART 3 - OWNER'S RESPONSIBILITIES

3.01 Owner Provided Information

- A. If required and where available, Owner may provide any of the following for Consultant's use in connection with the Services:
 - (i) Specialized studies of existing site conditions, including the presence of hazardous materials, soil, air, water, pollution, etc.
- B. Consultant must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

3.02 Approval & Permit Fees

- A. Owner will pay all fees required by any jurisdiction having authority over the Project for filing and checking of any item of Service prepared by Consultant, and such fees necessary to secure approvals and permits for the Project from any Governmental Agency.

PART 4 - PROJECT SCOPE OF WORK (SOW)

4.01 Changes in Scope

- A. If Owner requests a change in the requirements of the SOW that Consultant contends is material and justifies an increase in compensation, Consultant must, within fourteen (14) calendar days of the Owner's request, advise Owner in writing of such contention before proceeding with such change. If written notice is not given to Owner within such 14-day period, such change shall be deemed immaterial, and Consultant shall not be entitled to additional compensation for such change.
- B. If Owner causes a change in the Service(s) or Deliverable(s) that Consultant believes to be material, Consultant must, within fourteen (14) calendar Days of the event that caused such change, notify Owner in writing that Consultant contends Owner has caused a material change in the Service(s) or Deliverable(s). After said notification, Consultant must provide such Service or Deliverables as directed by OPM. If OPM concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant may be adjusted in accordance with Parts 10.01.A.3, "Changes," and Part 10.03, below; provided, however, that in no event shall payments to Consultant hereunder exceed the MCL.
- C. If there is a material increase in the Service(s) or Deliverable(s) required to complete the Services, and such increase is not in any way attributable to acts or omissions of or on behalf of Consultant, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of Consultant, OPM may request, and Consultant, pursuant to such request, shall provide, assistance in re-allocating the remaining available funds available hereunder. Such assistance must, if requested by OPM, also include a determination of any other Services necessary to complete the Project.
- D. If there is a material decrease in the Services or Deliverables required to complete the Services, Consultant If shall immediately notify OPM of such decrease, and agrees to accept a reasonable corresponding reduction in compensation hereunder.

PART 5 - CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES

5.01 Consultant as Independent Contractor

- A. Consultant is performing all Services as an independent contractor, and not as an agent or employee of County.



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5.02 No Assignment; Consultant's Use of Subconsultants

- A. The expertise and experience of Consultant are material considerations for County's execution of this Agreement. Consultant shall not assign, delegate, or transfer, directly or indirectly, whether by operation of law or otherwise, this PSA or any of Consultant's rights or obligations hereunder, without the prior written consent of County in each instance, and any attempt to so assign, delegate, or transfer this Agreement, or any rights, duties or obligations arising hereunder, shall be void and of no effect. Notwithstanding the foregoing, Consultant may use the subconsultants set forth in Exhibit B, attached hereto and incorporated herein by reference ("Subconsultants"), in performing the Services under this Agreement. Consultant shall be responsible for directing the work of authorized Subconsultants, and for all compensation and benefits due to Subconsultants, if any. County assumes no responsibility whatsoever concerning such compensation or benefits. Consultant shall not add any subconsultant(s) to those identified in Exhibit B without the prior written approval of the OPM in each instance.

5.03 Consultant's General Responsibilities

The following General Responsibilities shall apply to all Services under this Agreement.

- A. Standard of Care
 1. Consultant shall perform all Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's profession and area of specialty in the State of California.
 2. At all times during the Term, Consultant shall perform all Services in compliance with all applicable federal, state, and local codes, statutes, laws, regulations and ordinances ("Applicable Laws").
 3. Consultant shall use its professional judgment and expertise to verify interpretations of Applicable Laws from the appropriate Government Agency(ies) and authorities having jurisdiction over the Project. Such efforts shall be undertaken in accordance with the acceptable standard of care for this type of Project.
- B. Funding by Governmental Agencies
 1. If applicable to this PSA, when a Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant shall comply with all requirements of such Federal, State, or outside funding sources, including, but not limited to, requirements set forth in the Construction Documents.
- C. HCAI (formally known as OSHPD) Jurisdiction
 1. If applicable to this PSA, when a Project is within the jurisdiction of the State of California, Department of Health Access and Information ("HCAI" formally known as OSHPD), Consultant's Instruments of Service must meet all HCAI requirements.
- D. Sequence of Consultant's Services
 1. Consultant's Services shall proceed sequentially as described in the SOW unless otherwise agreed or directed by the Owner in writing duly executed by OPM.
 2. The Milestone Schedule for completion of the Consultant's Services is set forth in the SOW.
- E. Submittal of Deliverables
 1. Each submittal of a Deliverable by Consultant to Owner hereunder shall include a declaration statement, signed by a duly authorized officer of Consultant, that Consultant coordinated the work of Consultant and its Subconsultants, that such Deliverable is accurate and complete, and that all of Owner's prior review comments have been incorporated therein.



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2. Consultant shall furnish to Owner, in form and format suitable for reproduction, original reproducible files and other Instruments of Service, and computer flash drives containing each submittal in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2003 or newer.

F. Printing & Reproduction

1. Consultant shall pay for all printing and reproduction cost incurred in the performance of the Services.
2. Owner will print coordination check documents to be used by the Owner beyond the number of copies identified in the SOW at Owner's expense.
3. If applicable to this PSA, Owner will print Bid Documents for distribution to Bidders at Owner's expense.

G. Meetings

1. Required meetings are as specifically identified in the SOW.
2. Unless otherwise requested by the OPM, Consultant shall prepare agendas for and take minutes of all meetings conducted/attended by Consultant. This includes meetings that are chaired by the OPM.
3. The Consultant's fee for attendance at and preparation of minutes for all meetings specifically identified in the SOW will be considered included in the overall fee identified for this PSA.

H. Consultant's Staff and Subconsultants

1. Consultant's staff and Subconsultants are identified in Exhibit B, and are subject to the requirements set forth therein.
2. Changes to Consultant's staff and Subconsultants are subject to Owner's prior written approval as an amendment to the PSA duly executed by the OPM.

5.04 Base Services & Deliverables: See Exhibit A

PART 6 - CONSULTANT'S SCHEDULE

6.01 Schedule

- A. Consultant shall schedule and promptly perform all Services and Deliverables in coordination with the County.
- B. Consultant shall perform all Services and Deliverables within the time and project schedule set forth in this Agreement. Time is of the essence in this Agreement.
- C. Consultant shall provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the project schedule set forth in this Agreement.

PART 7 - INDEMNIFICATION & INSURANCE

7.01 Exhibit D Indemnification and Insurance Requirements

- A. Consultant shall comply with all indemnification and insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by reference.



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PART 8 - REPRESENTATION BY COUNSEL

- A. Both parties to this PSA were represented by counsel in the negotiation and execution of this PSA.
- B. The parties hereto are aware of the provisions set forth in California Civil Code §1717 and intend this paragraph of the PSA to meet said statutory requirements so that the reference to attorneys' fees in Part 7, "Indemnification & Insurance" applies only in the indemnification context in Part 7, "Indemnification & Insurance."

PART 9 - HAZARDOUS MATERIALS

9.01 Responsibility for Hazardous Materials

- A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.
- B. Unless otherwise provided in this PSA, or unless Owner has provided documented information to Consultant regarding the presence or potential presence of such hazardous materials Consultant and its Subconsultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

PART 10 - COMPENSATION & PAYMENT

10.01 Compensation

- A. Payments will be made as set forth herein
 - 1. Maximum Compensation Limit
 - a. The Maximum Compensation Limit ("MCL") includes the maximum aggregate amount of compensation payable to Consultant hereunder. Total payment by Owner to Consultant shall not exceed the MCL specified in Exhibit C, attached hereto and incorporated herein by reference. Consultant is fully responsible for the provision of all Services and Deliverables, compensation for which shall not exceed the MCL.
 - 2. Consultant's Hourly Rate Schedule
 - a. Consultant's Hourly Rate Schedule is set forth in the SOW.
 - b. Non-Fixed fee Services provided by Subconsultants are subject to the OAR's prior written approval, and shall be set forth in an Amendment to this PSA.
 - 3. Changes
 - a. During the Term of this PSA, the Owner may authorize changes to this PSA, other than by amending this PSA in accordance with Part 15.B., below, only in accordance with Part 4.01, above, and Part 10.03, below, and only to the extent authorized by the Board of Supervisors in approving this PSA.
 - 4. Prevailing Wages
 - a. Certain Services to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.



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Consultant is solely responsible for determining whether the Services, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). County has obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with County's Public Works Agency and are available upon request. Consultant is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). Consultant acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Services, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner). Consultant has included (and shall include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

5. Errors and Omissions

- a. Consultant must correct all errors and omissions attributable to acts and/or omissions of and/or on behalf of Consultant and/or Subconsultants without cost to Owner.
- b. Owner has the right to pursue claims for any errors and omissions of or on behalf of Consultant and/or Subconsultant(s).

10.02 Reimbursable Expenses

- A. When travel is authorized as a reimbursable expense, Consultant agrees to comply with the Santa Barbara County and Federal travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found in the Capital Projects Division.
- B. All reimbursable expenses, including travel, mileage, copying, printing, etc. should be included in the MCL and not billed separately.

10.03 Supplementary Services & Deliverables

- A. To the extent that County has established a Supplemental Services Allowance ("SSA") for the performance of services not included within the Services and Deliverables, such SSA is set forth in Exhibit C. Consultant shall only commence work other than as set forth in the SOW pursuant to a Supplemental Services Order duly executed by the County's Director of General Services, or his Capital Division Chief designee ("Change Order"), and only to the extent expressly authorized by the County Board of Supervisors in approving this PSA.

10.04 Payment

- A. Payment Requests
 1. Owner will endeavor to make payments within thirty (30) Days after the OPM's approval of the Consultant's correct Payment Request.
- B. Invoices
 1. Consultant may submit a Payment Request not more than once each month.
- C. Progress Payments
 1. Owner may, in its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.

10.05 Release of All Claims



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- A. Prior to final payment hereunder, Consultant must execute and deliver to Owner a release of all claims arising from this Agreement, other than such claims, if any, as may be specifically excepted from the release for the reasons and in the amounts stated in the release.

10.06 Timely Billings

- A. Consultant agrees to bill Owner on a timely basis and not later than ninety (90) Days after:
1. Services are performed; or
 2. Billings are otherwise due pursuant to the terms of the PSA.
- B. Owner has no liability for payment of, and has sole discretion to pay or decline payment of, any billings submitted after the expiration of such ninety (90) Day period.

10.07 Consultant's Accounting Records

- A. Accounting System & Records Retention
1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years after expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.
- B. Owner's Auditing Rights
1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices relating to the performance or administration of this PSA, or affecting any changes or modifications to this PSA.
- C. Applicability to Subcontracts
1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts, including, but not limited to, contracts with Subconsultants, exceeding Ten Thousand Dollars (\$10,000) in value in connection with this PSA, including any modification(s) thereof.

PART 11 - TERM & TERMINATION

11.01 Owner's Rights

- A. Termination for Convenience
1. The Director of the County's General Services Department may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work hereunder as specified in the notice.
 2. If this PSA is so terminated, Consultant will be compensated as set forth below.
- B. Termination for Breach
1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from the County's OPM specifying such failure or violation, whether subject to cure, and, if subject to cure, the time and manner of cure, Owner may terminate this PSA in accordance with Part 11.01.A.1, above.



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2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.
 3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment due to Consultant for Services performed prior to such termination for convenience in accordance with Section 11.02, below.
- C. Suspension for Convenience
1. OPM may, without cause, order Consultant in writing to suspend, delay, or interrupt the Services under this PSA in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision, and such suspension shall not constitute a breach in this Agreement.
- D. The rights and remedies provided herein to Owner are in addition to any other rights and remedies provided by law in this PSA.

11.02 Consultant's Compensation Upon Termination

- A. In the event of Owner's termination of this PSA, Consultant will receive compensation as follows:
1. For fully performed and accepted items of Service, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for that item of Service or expense.
 2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.
- B. In no event will the total compensation paid for any item of Service exceed the value specified in this PSA for such item of Service.

11.03 Delivery of Documents

- A. Upon any termination of this PSA, Consultant shall furnish Owner all documents and Instruments of Service prepared pursuant to this PSA, whether complete or incomplete. Consultant may retain a copy for its records if so provided by Owner in such notice of termination.

PART 12 - DISPUTE RESOLUTION

12.01 Consultant's Questions & Concerns

- A. Questions regarding the terms, conditions and Services of this PSA will be decided by the County's Director of General Services, who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

12.02 Dispute Resolution During Construction

- A. Alternate Dispute Resolution (ADR)
1. Owner intends, but shall not be required, to use ADR techniques including Partnering and Mediation during Design.
- B. Consultant and its Subconsultants shall participate in all ADR efforts as directed by Owner.



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- C. In the event that Owner elects to utilize such ADR, the cost of such Partnering training facilities and facilitator will be borne equally by the parties hereto.

12.03 Negotiations Before and During Mediation

- A. Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by Owner and Consultant.

12.04 Mediation

A. Voluntary Mediation

1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant may mutually agree to attempt to resolve the matter by Mediation.
2. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties hereto to evaluate each other's cases and arrive at a mutually agreeable solution.
3. These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration.

B. Initiation of Mediation

1. Any party hereto may initiate Mediation by notifying the other party hereto in writing.

C. Request for Mediation

1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.
2. Within ten (10) days of a Party's receipt of a Request for Mediation, the Party in receipt of such Request for Mediation shall provide to the requesting Party a written response indicating whether the receiving Party is willing to participate in voluntary, non-binding mediation with respect to such dispute or claim.

D. Selection of Mediator

1. Within fourteen (14) days of a Party's written response to a Request for Mediation indicating that such Party is willing to participate in meditation with respect to the dispute or claim at issue, the Parties hereto will confer to select an appropriate mediator agreeable to all Parties.
2. If the Parties hereto cannot agree on a mediator, they may accept a mediator appointed by a recognized association such as the American Arbitration Association.

E. Qualifications of a Mediator:

1. Any mediator selected hereunder ("Mediator") must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the Parties will confer and decide whether to select another Mediator.

F. Vacancies

1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the Parties agree otherwise.

G. Representation



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1. Any Party may be represented in the Mediation by person(s) of their choice who must have full authority to negotiate.
2. The names and addresses of such representative(s) must be communicated in writing to all Parties and to the Mediator.

H. Time and Place of Mediation

1. The Mediator will set the time of each Mediation session.
2. The Mediation will be held at a convenient location agreeable to the Mediator and the Parties, as determined by the Mediator.
3. All reasonable efforts will be made by the parties hereto and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.

I. Identification of Matters in Dispute

1. Unless a longer period of time is required by the Mediator, at least ten (10) days before the first scheduled Mediation session, each Party must provide the Mediator a brief memorandum setting forth such Party's position with regard to the issues identified in the Request for Mediation, and any other pertinent issues that such Party believes need to be resolved. At the discretion of the Mediator, or otherwise agreed by the Parties, the Parties hereto may mutually exchange such memoranda.
2. At the first Mediation session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each Party to supplement such information.

J. Authority of Mediator

1. The Mediator does not have authority to impose a settlement on the Parties, but will attempt to assist the parties hereto in reaching a satisfactory resolution of their dispute.
2. The Mediator is authorized to conduct joint and separate meetings with the Parties, and to make oral and written recommendations for settlement.
3. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the Parties agree in writing in advance to such outside expert advice, to assume the expenses of obtaining such expert advice, and whether the arrangements for obtaining such expert advice will be made by the Mediator or one or more of the Parties.
4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further Mediation efforts would not contribute to a resolution of the dispute between the Parties.

K. Privacy

1. Mediation sessions are private.
2. The Parties and their representatives may attend Mediation sessions.
3. Other persons may attend Mediation sessions only with the prior written consent of each of the Parties, and with the consent of the Mediator.

L. Confidentiality

1. The Mediator will not divulge confidential information disclosed to a Mediator by the Parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.



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3. The Mediator must not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.
 4. The Parties shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
 - a. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute;
 - b. Statements made by the other Party in the course of the Mediation proceedings;
 - c. Proposals made or views expressed by the Mediator;
 - d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.
- M. No Stenographic Record
1. There shall be no stenographic record of the Mediation.
- N. Termination of Mediation
1. The Mediation shall be terminated:
 - a. By the execution of a Settlement Agreement by the Parties with respect to the issues subject to the Mediation;
 - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
 - c. By a written declaration of one or more of the Parties to the effect that the Mediation proceedings are terminated.
- O. Exclusion of Liability
1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.
- P. Interpretation and Application of These Mediation Provisions
1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.
- Q. Expenses
1. The expenses of witnesses for each Party must be paid by the Party producing such witnesses.
 2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned equally between the Parties, or otherwise, as the Mediator finds appropriate, or as may otherwise be agreed by the Parties, provided, however, that a Party shall not be responsible for any such Mediation expense to which such Party did not consent in advance in writing.

12.05 Compensation for Participation in Mediation

- A. Consultant is not entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and Owner arising out of this PSA.

PART 13 - MISCELLANEOUS PROVISIONS

13.01 Capitalization and Formatting

- A. Terms capitalized in this PSA include those that are:
 1. Specifically defined; or



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2. Titles of Parts or paragraphs; or
 3. Titles of reports or Deliverables; or
 4. Titles of other documents.
- B. Unless otherwise indicated, highlighted, **emboldened**, *italicized*, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.
- C. Text shown with Strike Through font is meant to, and does, exclude such text from the PSA. It is shown as such merely for the convenience of the Owner.
- D. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

13.02 Force Majeure

- A. Neither party hereto shall be liable to the other Party hereto for damages or delay in performance caused by events beyond the control of such Party or such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, provided that (i) such events are not in any way attributable to any act or omission of such Party or any of such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, and (ii) the Party claiming such delay promptly provides written notice to the other Party specifying the cause and a good faith estimate of the duration of such delay ("Force Majeure Notice"), and (iii) such Party cures such delay and resumes performance hereunder as soon as practicable under the circumstances. Except for those commitments identified in the Force Majeure Notice, the affected Party shall not be relieved of its responsibility to fully perform as to all other obligations of such Party under this Agreement. Notwithstanding the foregoing, if such Force Majeure event continues for a period of more than 90 days from the date of such Force Majeure Notice, the County shall be entitled, in its sole discretion, to terminate this Agreement.

13.03 Waiver

- A. In the event any provision of this PSA is held to be invalid and unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding on the Parties.
- B. One or more waivers by either Party of any provision, term, condition or covenant shall not constitute a waiver of any subsequent breach.

13.04 Timely Approvals

- A. Whenever the approval of Owner or Consultant is required pursuant to this PSA, such approval shall not be unreasonably withheld or delayed.

13.05 Ownership & Use of Instruments of Service

- A. Owner shall be the owner of the following items in connection with this Agreement upon creation, 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. Consultant shall not release any of such items to any other person except after prior written approval of Owner.
- B. Unless otherwise specified herein, Consultant hereby assigns to Owner 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 Consultant pursuant to this PSA (collectively referred to as



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"Copyrightable Work and Inventions"). Owner 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. Consultant 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. Consultant 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. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay all damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims.

- C. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this PSA.
- D. Consultant is not entitled to any fees for Owner's use of Instruments of Service unless Owner enters into an agreement with Consultant for Services in connection therewith.

13.06 Reliance

- A. Unless otherwise indicated, Consultant may rely on the accuracy and technical quality of documents provided by Owner or the Owner's authorized consultants.

13.07 Taxes

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

13.08 Conflicts of Interest

- A. Consultant covenants that Consultant presently has no employment or interest, and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this PSA. Consultant further covenants that in the performance of this PSA, no person having any such interest shall be employed or otherwise engaged by Consultant or any Subconsultant. Consultant must promptly disclose to Owner, in writing, any potential conflict of interest. Owner retains the right to waive a conflict of interest disclosed by Consultant if Owner determines it to be immaterial, and such waiver is only effective if provided by Owner to Consultant in writing.

13.09 No Publicity or Endorsement

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

13.10 Non-Discrimination



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Capital Division

- A. Owner hereby notifies Consultant that Owner's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this PSA and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Consultant agrees to comply with said ordinance.

13.11 Execution in Counterparts

- A. This PSA 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.

13.12 Governing Law

- A. This PSA 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.

PART 14 - NOTICES

- A. All notices will be deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as shown in Exhibit E ("Notices"), attached hereto and incorporated herein by reference.

PART 15 - LIMITS OF AGREEMENT

- A. This PSA, including all Exhibits and attachments hereto, together with the Request for Qualifications/Proposal (RFQ/P) pursuant to which this Agreement was procured and which is hereby incorporated herein by reference, and Consultant's Proposal submitted to County in response to same, constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereof, and supersede all prior and contemporaneous negotiations, representations, or agreements, either written or oral, preceding this PSA.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant, except as otherwise expressly authorized herein.
- C. 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 by a court of competent jurisdiction, 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 PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner 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.

PART 16 - ORDER OF PRECEDENCE

- A. In the event of conflict or inconsistency between the provisions contained in Parts 1 through 18 of this Agreement and the provisions contained in the Exhibits, the provisions contained in Parts 1 through 18 of this Agreement shall control and prevail over those in the Exhibits, other than Exhibits D and F, 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 part of Exhibit A), on the one hand, and any other provision(s) of this Agreement, on the other, the provisions of this Agreement other than Consultant's Proposal shall take precedence and control and prevail.



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PART 17 - FEDERAL FUNDING PROVISIONS

- A. **FEDERAL PROVISIONS:** Consultant acknowledges that Federal financial assistance will be used to fund this Agreement. Consultant shall only use federal funds as authorized herein. Consultant will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives, including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and with the Federal Terms and Conditions attached hereto as EXHIBIT F and incorporated herein by reference. Consultant shall comply with grant agreements, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the Federal funds provided in connection with this Agreement. Consultant shall be responsible for providing Services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending funds provided in connection with this Agreement.

PART 18 - EXHIBITS

- A. The following listed Exhibits referred to herein are incorporated in this PSA as though set forth herein in full. In the event of conflict or inconsistency between provisions contained in Parts 1 through 18 of this Agreement and the provisions contained in the Exhibits, the provisions contained in Parts 1 through 18 of this Agreement shall control and prevail over those in the Exhibits, other than Exhibits D and F, which shall control and prevail.
1. Exhibit A, "Consultant's Scope of Work & Hourly Rates"
 2. Exhibit B, "Consultant's Staff & Subconsultants"
 3. Exhibit C, "Consultant's Compensation"
 4. Exhibit D, "Indemnification And Insurance Requirements"
 5. Exhibit E, "Notices"
 - Exhibit F, "Federal Terms and Conditions"



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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date executed by the COUNTY

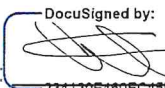
County of Santa Barbara

By: 
STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

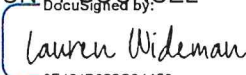
By: 
Deputy

CONSULTANT:
A3 ENGINEERING, LLP,
a California limited liability partnership

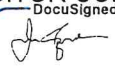
DocuSigned by:

Authorized Representative

Name: Austin Allen
Title: CEO | Co-Founder
Address: 527 W 7TH, SUITE 905
City/State/Zip: LOS ANGELES, CA 9001

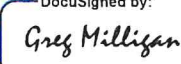
APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

DocuSigned by:

By: 8F464D822C84458
Deputy County Counsel

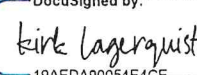
APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

DocuSigned by:

By: 8BAAEA15901943F
Deputy

APPROVED AS TO FORM:
GREGORY MILLIGAN
RISK MANAGER

DocuSigned by:

By: 05F555F00260466
Risk Manager

RECOMMENDED FOR APPROVAL:
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:

By: 10AEDA90054E4CE
Department Head

END OF AGREEMENT



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Capital Division

EXHIBIT A

SCOPE OF WORK

Consultant shall perform all of the following services set forth in this Scope of Work ("Base Services") in exchange for the Fixed Fee for Base Services set forth in Section 1.a of Exhibit C, below, which shall include all overhead, administrative costs, and profit. The rates for any Supplemental Services will be performed in accordance with the rate schedule set forth in the Proposal.

CONSULTANT NAME: A3 ENGINEERING, LLP

The project focuses on three areas: mechanical, electrical and possibly structural/seismic upgrades.

Mechanical Improvements: The project will require the procurement of professional services from a mechanical, electrical and plumbing firm for the design of a new HVAC system(s) and/or retrofit of an existing HVAC system(s). These systems will be servicing the main ballroom (The Santa Barbara Room) on the first floor, the Cabrillo Room on the first floor, and the Coastal Room on the second floor. Once the design is complete, the required electrical and seismic analysis can be completed to compliment the required HVAC design. The data provided will outline all required tasks to upgrade the building systems.

Electrical Upgrades: The subject site's existing electrical system will need to be analyzed to determine if the existing system is sufficient and safe to handle the proposed new HVAC systems. If the electrical system is not sufficient, a new electrical system, or required upgrades, must be proposed to meet the needs of the new systems.

Structural Analysis: In order to support the new HVAC systems, a structural and seismic analysis must be completed. Additionally, a previous structural alteration to the Coastal Room was completed and two of the original structural columns were removed. This alteration will need to be analyzed for structural and seismic stability. The structural analysis and design will need to be done to applicable design standards and specifications and in accordance with the SOIS.

Environmental & NEPA/ CEQA Analysis: Evaluate the site for potential environmental impacts based on previous and current use. Presentation of potential environmental condition issues should be included in the assessment report. NEPA/CEQA and other environmental regulations that may be associated with the site both in its current state and through potential re-use or future modifications of the site should be part of this effort.

4.1 Phase 1: System & Facility Assessment and Concept Design

4.1.1 Project Initiation: Establish overall project schedule and work plan to achieve completion of the conceptual design meet project goal dates; review available project documentation; identify County goals, objectives and expectations; finalize list of program meetings/site visits to the existing facility to be held with building users and stakeholder's with tentative dates set.

4.1.2 Site Inspections and Condition Assessment: The project team will have the opportunity to perform site visits to evaluate the facility, including all required systems, in detail. The team will review existing conditions, take any observations/measurements needed, decide on and conduct any testing and/or data recording necessary; review existing drawings and potential expansion area, including exterior and roof. Site inspections shall include review of existing utilities and any potential improvements, easements or permits needed to accommodate the proposed improvements.

Develop a Concept Design for review and confirmation with the County staff. Assembly and submittal of a rough order of magnitude ("ROM") cost estimate at the conclusion of Phase 1 is required. All estimates shall follow CSI Division and subsection formatting.

4.1.2.1 Deliverable: Assessment Report

4.1.3 Hazardous Material Assessment:

4.1.3.1 The Consultant will retain a Certified Asbestos Consultant ("CAC") with experience in abatement regulations and procedures is needed to sample asbestos containing materials that may exist at the site, and



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to develop a report and abatement specifications for use by a qualified contractor. The CAC shall also identify and/or sample lead-containing paint, mercury/PCB containing building materials, and all other potentially hazardous building materials governed by regulation or law requiring abatement before the building HVAC, structural elements or electrical systems are updated or demolished. Prepare a cost estimate for a qualified contractor to perform abatement work.

4.1.3.2 Deliverables: Hazardous Materials Report and cost estimate for expected abatement work.

4.1.4 Environmental & NEPA/CEQA Analysis: Evaluate the site for potential environmental impacts based on previous and current use. Presentation of potential environmental condition issues should be included in the assessment report. NEPA/CEQA and other environmental regulations that may be associated with the site both in its current state and through potential re-use or future modifications of the site should be part of this effort.

4.1.5 Concept Design (35%): Develop a Concept Designs (35%) for review and confirmation with the County staff. Preliminary plans that are 35% of final completion including typical sections, layout and profiles as necessary. Clear project description shall be included with purpose and need defined.

4.1.6 ROM Cost Estimate: Assembly and submittal of a ROM cost estimate at the conclusion of Phase 1 is required. All estimates shall follow CSI Division and subsection formatting.

4.1.6 Schedule: A preliminary project schedule, including the estimate of remaining design tasks shall be prepared and reviewed with the County team. Due to the HUD funding reporting guidelines, the Consultant will be requested to assemble design, ROM cost estimates, and schedule information in a format that matches the HUD reporting structure.

4.2 Phase 2: Schematic Design

4.2.1 Schematic Design (65%): Document spatial requirements and relationships for use in preparation of final design. Analysis of existing HVAC systems, requirements, and determination of new design parameters. Prepare schematic design documents (plans and outline specifications) for review with County staff sufficient to illustrate the proposed design solution and outline potential impacts to the existing structure. Shall include all necessary plan sheets and details required for the construction of the project (i.e., title sheet, note sheet, layout, profile, typical cross section, construction detail sheet, erosion control plan, etc.). Required items for the project, preliminary engineering cost estimate, Draft Technical Specifications, and Design Calculations.

4.2.2 ROM Cost Estimate: Assembly and submittal of an updated cost estimate at the conclusion of Phase 2 is required. All estimates shall follow CSI Division and subsection formatting.

4.2.3 Schedule: An updated project schedule, including the estimate of remaining design tasks shall be prepared and reviewed with the County team. Due to the HUD funding reporting guidelines, the Consultant will be requested to assemble design, ROM cost estimates, and schedule information in a format that matches the HUD reporting structure.

County approval of the Schematic Design package shall be required in advance of proceeding to Phase 3.

4.3 Phase 3 - Complete Design and Construction Documents

4.3.1 Final Design (90% & 100%): At the conclusion of this phase, the County shall receive a complete and bid ready set of 100% Construction Documents (plans and specifications). All designs shall comply with Americans with Disabilities Act ("ADA") design standards and ADA Accessibility Guidelines, where applicable. The Construction Documents package assembled shall be 100% and ready for bid by the County.

4.3.1 Mechanical, Electrical and Structural: Complete plans and details sufficient to define and describe the project in full. Plans shall be coordinated across disciplines as required for a fully functional system. It is expected a complete plan set will address all issues and may include: floor plans, detailed floor plans, roof plans, reflected ceiling plans, equipment schedules, controls, sequence of operations, redundancy of systems, mounting (wall, pad, roof, etc.), bracing (regular and/or seismic as required), noise and vibration isolation, and tie-in's to existing infrastructure and/or utilities.



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Capital Division

4.3.2 Specifications: As necessary. Sufficient to describe the products and requirements of the project including but not limited to: basis of design items, identification of acceptable materials and products, coordination requirements, common work results, identification, start-up, test and balance, commissioning, etc. CSI formatting for specification sections is required.

4.3.3 90% Submittal: Plan set to 90% of final completion. Shall include all necessary plan sheets and details, updated items list, updated engineers estimate, detailed calculations including references and/or assumptions, quantity calculation sheets including any special notes and/or assumptions and updated technical specifications.

100% Submittal: 100% completion of the plans, engineers estimate and specifications incorporating comments from previous reviews and QA/QC review. Plans, reports and calculations as required must be signed by responsible engineer.

4.3.2 Schedule and Estimate: Assembly and submittal of an updated, independent cost estimate at the conclusion of Phase 2 is required. All estimates shall follow CSI Division and subsection formatting.

4.3.3 Schedule: An updated project schedule, including the estimate of remaining design tasks shall be prepared and reviewed with the County team. Due to the HUD funding reporting guidelines, the Consultant will be requested to assemble design, ROM cost estimates, and schedule information in a format that matches the HUD reporting structure.

4.4 Bidding and Construction Support Phase

4.4.1 Bid Phase: The Consultant shall be responsible for timely review and reply to all pre-bid Requests for Information ("RFIs") and any pre-bid product substitution requests to meet County response deadlines. All required addenda drawings, clarifications, and Consultant-required responses shall be provided to the County for issuance in formal bid addenda. After the bid, final incorporation of all addenda into a conformed set (both plans and specifications) for construction and issuance to the winning bidder shall be the responsibility of the project engineer.

4.4.2 Construction Support: The Consultant shall be responsible for timely review and responses to RFIs, submittals, and contractor change order requests in conformance with the project program and bidding document intent. The Consultant shall perform site visits (3 per month) during construction and prepare site visit reports. Any sub-consultant site visits shall be in sufficient quantity to observe the work in enough detail to sign off on the final installations. The Consultant shall attend specific weekly Owner-Architect-Contractor meetings, special coordination meetings, and any required pre-installation meetings coordinated by the County. (Proposer to assume 10 meetings and identify this item as a line item in its cost proposal).

4.5 Other Project Requirements & Expectations

4.5.1 For all submittals to the County, the Consultant shall, at no additional cost to the County, correct errors, omissions, and unworkable and/or improper design or drafting whether discovered during or after the completion of the review process. Electronic format files will be required for all submittal phases.

4.5.2 All deliverables shall be prepared in accordance with the latest County and Federal policies, procedures, manuals and standards. All deliverables will be in English units. At the conclusion of the project, electronic transmittal of AutoCAD Civil LT 2023 files for all plan sheets will be required. Reports and specification submittals shall be in MS Word format and cost estimate and quantity calculations shall be in excel. The County shall be the owner of all work produced for this project and such work shall be provided by the Consultant at the County's request.

4.5.3 Coordinate with and promptly inform the County Project Manager of all requested schedule, design, and budget changes (subject to County approval and execution of a duly executed Change Order or Supplemental Services order prior to any such change(s)).

**REQUEST FOR QUALIFICATIONS/PROPOSALS FOR
CERTIFIED HISTORIC ARCHITECTURAL, MECHANICAL, AND
ELECTRICAL DESIGN SERVICES AND STRUCTURAL
ENGINEERING RFQ # 22024**

SANTA BARBARA VETERANS MEMORIAL BUILDING



A3 ENGINEERING LLP
EST 2022
527 W 7TH ST, SUITE 905
LOS ANGELES, CA 90014
INFO@A-3-ENG.COM
WWW.A-3-ENG.COM

AUSTIN ALLEN, PE, MBA
CEO | CO-FOUNDER
527 W 7TH ST, SUITE 905
LOS ANGELES, CA 90014
AUSTINALLEN@A-3-ENG.COM
816.985.2889



11.2 SIGNATORY REQUIREMENTS

Cover Letter

A3 Engineering, and our partners, are excited to submit our proposal for professional design services for the ***Santa Barbara Veterans Memorial Building, RFQ/P for Certified Historic Architectural, Mechanical, and Electrical Design Services and Structural Engineering, RFQ # 22024 – RFQ/P.***

At A3 Engineering our (3) core business pillars of Action, Accountability, and Awareness, are at the root of everything that we do here at A3. We know that both internally with our staff, and externally with our partners, we must always exhibit awareness of our clients' need both functionally and financially, and from the standpoint of the quality of our work. With this awareness, it's with thoughtfulness that we hold each other accountable, both internally and externally to uphold these high standards, and it's critical that we take continuous action to do so.

Founded in 2022, A3 Engineering is a full-service Mechanical, Electrical, and Plumbing design firm. As a Limited Liability Partnership and Small Business Enterprise, A3 has strategically and intentionally grown our staff to 12 individuals to ensure that we are servicing the clients who are making the largest impact in the communities they serve.

At A3 Engineering our brand is based on our three pillars and our team members have a proven track record of delivering high quality, technically accurate work, which is not only on time, but work that also has an eye for constructability, energy efficiency, and cost effectiveness. Our combined career experience in design and construction allows us to bring this synthesis together to deliver complex retrofit projects within strict budget controls.

In closing, we respectfully submit our qualifications to be the prime consultant, mechanical, electrical, and plumbing engineering firm for the "***Santa Barbara Veterans Memorial Building, RFQ/P for Certified Historic Architectural, Mechanical, and Electrical Design Services and Structural Engineering, RFQ # 22024 – RFQ/P***" and we look forward to the selection committee's decision!

As the prime consultant, A3 Engineering wishes to acknowledge all Addendum No 1, dated February 21, 2024 and the contents of this proposal are inclusive of this addendum.

The Cover Letter submitted with our response is signed by a duly authorized officer of our firm, signifying our commitment to the provisions delineated within the RFP and affirming our intention to enter into a binding contract if selected.

Sincerely,



Name Austin Allen
Title CEO | Co-Founder
Phone (O) 213.973.7951 | (C) 816.985.2889
E-mail AustinAllen@a-3-eng.com
Address 527 w 7th Street, Suite 905; Los Angeles, CA 90014

11.3 QUALIFICATIONS

Project Organizational Chart



A3 Engineering LLP	Omgivning	Holmes	Cumming Group
Role: Prime Contractor MEP Engineering	Role: Architecture	Role: Structural Engineering	Role: Cost Estimating
DBE Status: SBE	DBE Status: SBE, DBE, WBE		
Primary Contact: Austin Allen	Primary Contact: Jonathan Giffin	Primary Contact: Chris Putman	Primary Contact: Raj Adusumalli

11.3 QUALIFICATIONS



AUSTIN ALLEN PE, MBA
A3 Engineering

Project Role:
Project Executive
Mechanical EoR

EDUCATION

BS Mechanical Engineering
Kansas State University
MBA
University of Kansas

LICENSURE

Professional Engineer
CA (M36447)
AZ, FL, GA, ID, KS, MI, NV, NY, OK, TN, TX

Throughout his career, Austin has brought a synthesis of design and construction to each project he's been involved in. His experience in Program/Project Management, Leadership, and Mechanical Engineering, provides the tried-and-true foundation for project success, which has been repeated across numerous vertical markets throughout his career. Austin brings a variety of project experiences across the Mixed-Use, Adaptive-Reuse, and Civic Preservation Projects. Austin's technical knowledge, organizational leadership, and eye for high aesthetic design bring unique knowledge and skill set to any team he is involved in.

RELEVANT PROJECT EXPERIENCE

- **California Hot Springs Lodge** // California Hot Springs, CA
(Historic Sustainable Lodge Renovation)
- **Downtown LA Proper Hotel*** // Los Angeles, CA
(Historic Hotel Renovation / MEP Replacement)
(In collaboration with Omgivning)
- **The MacArthur Hotel*** // Los Angeles, CA
(Historic Hotel Renovation / MEP Replacement)
(In collaboration with Omgivning and Holmes)
- **Asset Management Program, Department of Energy** // Confidential NNSA Sites*
(Historic Buildings / MEP Upgrade and Renovation)
- **Bellwether Capital – 333 N Palm** // Beverly Hills, CA
(Renovation and MEP Upgrade)



DREW TUCKER
A3 Engineering

Project Role:
MEP Project Manager

EDUCATION

MS Architectural Engineering
Lawrence Technical University

Drew brings 10 years of experience to the company with extensive experience in project management and client relations. His primary project experience resides in high-rise residential, mixed-use office space, and production studios. Drew's ability to connect with clients and deliver top-tier service sets him and all his projects up for long-term success. Most recently Drew acted as lead program manager for a mixed-use co-living program for Elk Development and a series of building assessments for the Housing Authority of Los Angeles. By understanding the needs of multiple stakeholders and stringent client design guidelines, Drew has repeatedly delivered consistent project deliverables in alignment with stakeholder requirements.

RELEVANT PROJECT EXPERIENCE

- **California Hot Springs** // California Hot Springs, CA
(Historic Sustainable Lodge Renovation)
- **Second Home*** // Los Angeles, CA
(Historic Renovation / New Creative Construction)
(In collaboration with Omgivning)
- **Housing Authority of Los Angeles** // Los Angeles, CA
(Multiple)
(MEP Renovations Existing Buildings)
- **Bellwether Capital – 333 N Palm** // Beverly Hills, CA
(Renovation and MEP Upgrade)

* Denotes project was completed prior to A3 Engineering

11.3 QUALIFICATIONS



DAN LIU, PE, RCDD
Sr. Electrical
Engineer
A3 Engineering
Electrical Engineer

Throughout her career, Dan has had a multitude of experiences throughout the governmental, energy, and aviation sectors. Dan's primary experience entails working on complex electrical systems within complex campus environments. In addition to complex electrical design, Dan's varied experience with Solar design, and is a certified low-voltage designer having received her RCDD certification in 2023. In addition to her technical prowess, Dan is an exceptional communicator and is easily able to bridge the gap between technical design and technical communication.

EDUCATION

BS Engineering
Northeastern
University
MS Engineering
CSU Long Beach

LICENSURE

Professional Engineer
CA (E22239)

RCDD
(347736)

RELEVANT PROJECT EXPERIENCE

- **DoE – LANL Bldg 490 HVAC Replacement** // Los Alamos, NM*
(Historic Building MEP Upgrade / Replacement)
- **County of Orange Admin North Building 14** // Santa Ana, CA*
(Building Renovation / MEP Upgrade)
- **DOE - LLNL B131 HVAC replacement** // Livermore, CA*
(Historic Building MEP Upgrade / Replacement)
- **DOD – CMD BLDG 57 Renovation** // US National Guard Bureau*
(Historic Building MEP Upgrade / Renovation)



Aaron McGee
A3 Engineering

Project Role:
Mechanical Engineer

Throughout his career, Aaron has advanced quickly both technically and from a client management perspective. Specifically working directly with the client at Modern Animal, Aaron developed a successful program that was both technically sound and repeatable across numerous California sites. Aaron's ability to translate client goals into actionable design points for the team, and his exceptional skills in Revit, have elevated him to a trusted advisor across many clients.

EDUCATION

BS Mechanical Engineering
University of Florida

RELEVANT PROJECT EXPERIENCE

- **California Hot Springs** // California Hot Springs, CA
(Historic Sustainable Lodge Renovation)
- **Second Home*** // Los Angeles, CA
(Historic Renovation / New Creative Construction)
(In collaboration with Omgivning)
- **Bellwether Capital – 333 N Palm** // Beverly Hills, CA
(Renovation and MEP Upgrade)
- **Taft High School Modernization*** // Santa Clarita, CA
(K-12 School Modernization)

* Denotes project was completed prior to A3 Engineering

11.3 QUALIFICATIONS



Nina Mahjoub PE, LEED AP
Holmes

Project Role:
Principal in Charge
Structural Engineering

Nina leads the Holmes Southern California office. She is committed to the preservation of historic structures, holding a Master's in World Heritage & Cultural Projects for Development through UNESCO. Locally, she serves on the board of the LA Conservancy and is championing non-ductile concrete retrofit design in adherence with the City ordinance. The National Trust for Historic Preservation recognized Nina on its inaugural list of People Saving Places.

EDUCATION

MS Engineering
Massachusetts Institute of Technology

Master in World Heritage & Cultural Projects
Universita de Torino and UNESCO

BS Civil Engineering
University of Southern California

LICENSURE

Registered Structural Engineer
CA (C78947)

RELEVANT PROJECT EXPERIENCE

- **Goleta Community Center** // Goleta, CA
(Historic Renovation and Seismic Upgrade)
(In collaboration with Cumming Group)
- **The MacArthur Hotel** // Los Angeles, CA
(Historic Hotel Renovation)
(In collaboration with Omgivning & A3 Staff)
- **Altadena Library** // Altadena, CA
(Historic Library Renovation)
(In collaboration with Cumming Group)
- **YMCA** // Pasadena, CA
(Historic Building Renovation and Seismic Upgrade)
- **Broadway Trade Center** // Los Angeles, CA
(Historic Building Renovation and Seismic Upgrade)
(In collaboration with Omgivning)



Chris Putman SE, LEED AP
Holmes

Project Role:
Project Manager
Structural Engineer

Chris' motto is simple: "Do great work with great people." With extensive experience across construction types, he has the expertise to design creative, economical, and holistic structural solutions. Chris brings a breadth of experience working on existing buildings in Southern California and is well-versed in the design standards and processes of the region.

EDUCATION

MS Structural Engineering
Stanford University

BS Civil Engineering
Georgia Institute of Technology

LICENSURE

Registered Structural
Engineer
CA (S6257)

RELEVANT PROJECT EXPERIENCE

- **Goleta Community Center** // Goleta, CA
(Historic Renovation and Seismic Upgrade)
(In collaboration with Cumming Group)
- **Four Seasons Biltmore Hotel** // Santa Barbara, CA
(Historic Hotel Renovation)
- **Altadena Library** // Altadena, CA
(Historic Library Renovation)
(In collaboration with Cumming Group)
- **AltaSea Berth 57** // Port of Los Angeles
(Historic Building Renovation and Seismic Upgrade)
- **1095 Market** // San Francisco, CA
(Historic Building Renovation and Seismic Upgrade)

11.3 QUALIFICATIONS



Jonathan Giffin
Omgivning

Project Role:
Project Manager,
Architecture

As a skilled project manager at Omgivning, Jonathan brings years of experience in leading projects from conception to completion. He has a strong background in managing adaptive reuse and historic renovation projects with a focus on sustainable design practices. His expertise in project management and construction administration has allowed Jonathan to deliver projects on time, within budget, and to the satisfaction of clients. His excellent communication skills and ability to manage stakeholder expectations has led to successful collaborations with clients, architects, engineers, and contractors.

Jonathan takes pride in establishing and maintaining strong connections with clients and team members. He is also known for identifying project efficiencies through creative problem-solving and consensus-building. Jonathan has years of experience working through bidding and construction phases with many of the area's leading General Contractors.

EDUCATION

Bachelor of Architecture
Cal Poly San Luis Obispo

Fourth Year Design Studio
CSU Florence, Italy

RELEVANT PROJECT EXPERIENCE

- **Downtown LA Proper Hotel*** // Los Angeles, CA
(Historic Hotel Renovation / MEP Replacement)
(In collaboration with A3 Staff)
- **The MacArthur Hotel*** // Los Angeles, CA
(Historic Hotel Renovation / MEP Replacement)
(In collaboration with Holmes & A3 Staff)
- **Second Home*** // Los Angeles, CA
(Historic Renovation / New Creative Construction)
(In collaboration with A3 Staff)
- **Sears Landmark Building** // Los Angeles, CA
(Adaptive Reuse/Renovation of a Landmark Building)



Raj Adusumalli
Cumming Group

Project Role:
Project Manager,
Cost Estimation

Raj has 13+ years' experience in the construction industry. After an extensive engineering education, Raj began his career with a focus on Themed Entertainment. Dedicated to delivering the best projects possible, Raj familiarized himself with amusement parks across the globe to discover trends and park qualities to deliver to the client. This commitment to mutually beneficial work alongside owners, developers, and architects has allowed for Raj to continue to craft a diverse portfolio across several sectors, such as themed entertainment, retail, education, life sciences, technology and hospitality.

EDUCATION

MS Civil Engineering
Cal State University, Fullerton

BS Civil Engineering
Jawaharlal Nehru Technological University,
Hyderabad, India

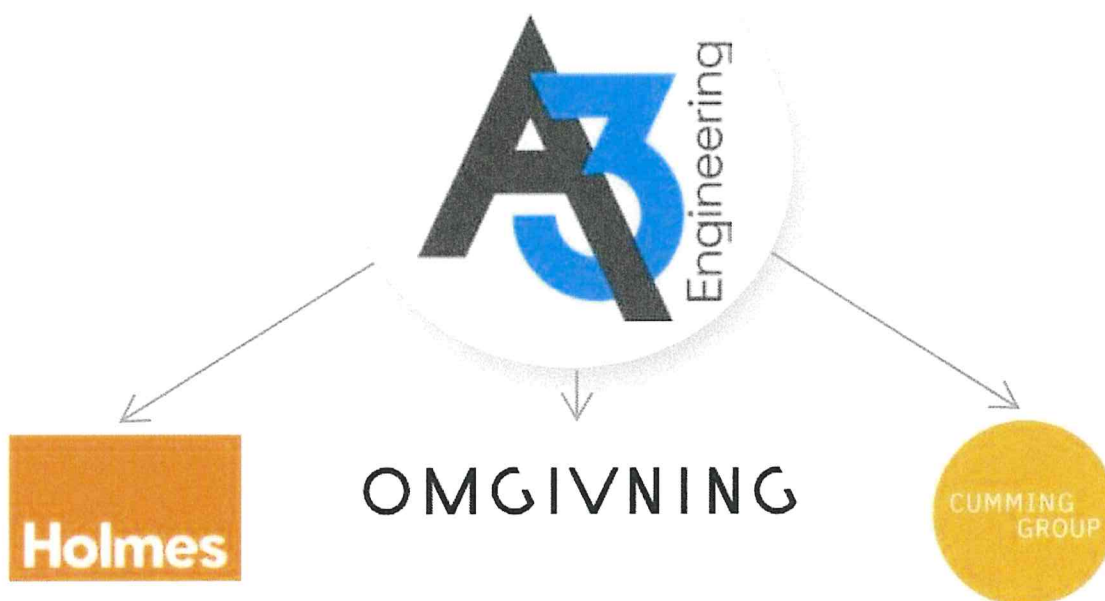
RELEVANT PROJECT EXPERIENCE

- **City of Eastvale Civic Center: New city hall, library, police station** // Eastvale, CA
(Civic New Construction)
- **Santa Barbara Humane Society** // Santa Barbara, CA
(New Construction)
- **Santa Barbara Police Station** // Santa Barbara, CA
(Expansion and New Construction)
- **LA County Seismic Upgrades - 11 facilities** // Los Angeles, CA
(Historic Renovation, Seismic Retrofit)

11.4 EXPERIENCE OF FIRM

At A3 Engineering we serve and give back to an industry that has grown and nurtured us. Our core services are Mechanical, Plumbing, and Electrical (MEP) consulting engineering while prioritizing the delivery of top-quality service to our clients. A3 provides meaningful contributions to renovations and new construction projects in both the sub-consultant and prime capacities. A3 Engineering is licensed to do business in the State of California as a Small Business Enterprise and provides an intentional focus on sustainable and decarbonization efforts within the built environment.

Prime Consultant
MEP Engineer



Structural Engineer

At Holmes we solve complicated problems by striving for engineering elegance while delivering premier structural engineering services. Our team brings a breadth of experience working across project types and sectors, with an affinity and expertise for supporting historic structures. When approaching our historic projects, we consider each building with the preference to supplement rather than replace, remove rather than add, and augment only in the amount necessary. This approach allows us to help out clients realize the most cost-effective and historically sensitive solutions for their buildings.

Architect

Since our founding in 2009, Omgivning's work have been grounded in designing welcoming, inviting spaces for clients and users. As an office focused on the revitalization of existing spaces including workplace and living environments, hospitality, and all manner of renovations and tenant improvement projects, we thrive on spaces for people. We believe the soul of space should embrace human-centered design principles such as light, access to nature, and flexibility all with a consideration of the human experience.

Cost Estimating

Cumming Management Group, Inc. (Cumming Group) is a privately held corporation established in California in 1996. It offers leading project consulting services to the A/E/C industry, including cost and project management, planning, scheduling, and construction dispute resolution. With over 2,000 team members in 50+ global offices, Cumming Group is dedicated to aiding clients in executing large-scale projects efficiently. Tailored services add significant value at every project stage, leveraging deep expertise to anticipate and resolve issues, deliver solutions, and achieve results.

11.4 EXPERIENCE OF FIRM



California Hot Springs – Lodge and Resort

California Hot Springs, CA

ArtisTree, Inc.

A3 Engineering provided full MEP, FP, Lighting, and Sustainability design for this 10,000sf lodge and restaurant serving the Burning Man community. This lodge is a center piece for the 250-acre resort development around these historic hot springs. This building, fed by 160F mineral hot springs, is a beacon of sustainability and is was designed with a 100-year life span in mind.

Specifically, this project incorporates numerous sustainable design elements including a hot-spring source thermal energy heating system and a ground loop geothermal cooling loop. In addition, the building utilizes extensive Photovoltaic panels for onsite energy generation, energy efficient lighting, and on site ground and waste water treatment and recovery for on-site usage. In addition, this site is in a high-threat wildfire area and is a fire-fighting staging center and is designed in accordance with NFPA 110.

Personnel: Austin Allen – Lead Mechanical Engineer / EoR

Drew Tucker – Project Manager

Square Footage:	Design Dates:	Construction Budget:
11,000	2022-2023	\$9.5M (Approx)



MacArthur Hotel

MacArthur Park – Los Angeles, CA

Goodwin Gaw

This grand eleven-story, Exotic Revival structure was built in 1926 for the Benevolent and Protective Order of Elks, a fraternal organization and social club. It was designed by architects Alexander Curlett and Claud Beelman, with painted interior murals by Anthony B. Heinsbergen.

We are upholding the integrity of this landmark and carefully inserting new uses, all while managing the complexities of a project that is simultaneously in the design, permitting, and construction phases. Much remains of the building's original complex of ballrooms, meeting halls, and recreational spaces, including a basement pool that was used in the 1932 Olympics. The lower-floor spaces retain many interior decorations, including intricate metalwork and Heinsbergen's Renaissance-inspired murals. Lower-floor renovations include designs for a new hotel garden entrance, six renovated historic ballrooms, five renovated kitchens and bars, and spaces for new restaurant and retail tenants, with the upper floors including guest rooms and bar area.

Personnel: Jonathan Griffin – Project Lead, Architecture

*Austin Allen – Lead Mechanical Engineer / EoR**

Nina Mahjoub – Structural Engineer

Square Footage:	Status:	Project Type:
184,299	In Construction	Historic Landmark



11.4 EXPERIENCE OF FIRM



Project Awards:

- 2023 LA Conservancy, Preservation Award
- 2022 Preservation Design Award for Rehabilitation
- 2022 Award of Excellence, Los Angeles Business Council
- 2022 Honor Award Adaptive Reuse and Preservation - SCDF

Downtown LA Proper Hotel

Los Angeles, CA

The Kor Group + Alma Development

This 13-story Renaissance Revival-style building was designed by master architects Alexander Curlett and Claud Beelman and completed in 1926. Now known as the Downtown LA Proper Hotel, the building is owned by the KOR Group and Alma development, which, as part of Proper Hospitality, pairing Omgivning architects together with famed interior designer Kelly Wearstler.

Together, we oversaw the building's conversion to a 115,000 sf, 148-room hotel. At the original pool facility on the 7th floor, we created a 2,500 sf guest suite, incorporating the full-size original pool directly into the suite. The multi-level rooftop features dynamic spaces for a restaurant/bar and spa, mixing cozy corners with expansive views, especially northward up the Broadway corridor. For the building's exterior, we restored the original steel storefronts, providing new facade lighting to illuminate the original terra cotta details, rehabilitating the original blade sign.

Personnel: Jonathan Griffin – Project Lead, Architecture
Austin Allen – Lead Mechanical Engineer | EoR*

Square Footage:	Status:	Project Type:
115,000	Complete	Historic Building



Goleta Community Center

Goleta, CA

City of Goleta

For more than 50 years, Goleta Union School operated as a local high school until its closure in 1976. In 2013, the City of Goleta purchased the property and leased it to the Goleta Valley Community Center (GVCC), a California nonprofit which today provides residents with community meetings, classes, and activities. The complex is comprised of three structures which include the community center and two classroom buildings.

In 2016, the City of Goleta commissioned the Holmes team to perform a historic resource evaluation of the Community Center and educational buildings. The evaluation concluded that the community center is eligible to list in the national or state historic resource registries. Holmes designed a full voluntary seismic retrofit of the community center, seamlessly blending and strengthening the historic fabric of the building.

Personnel: Nina Mahjoub – Structural Engineer
Chris Putman – Structural Engineer

Square Footage:	Status:	Project Budget
22,000	Complete	\$5M

11.4 EXPERIENCE OF FIRM



Altadena Main Library

Altadena, CA

City of Altadena

Designed by famed architect Boyd Georgi and built in 1967, the Altadena Main Library provides literary and educational services to Altadena residents and surrounding communities. The two-story mid-century modern building is a relatively complex structure for its size, with a reinforced masonry shear wall system, a tiered roof, and a partial height lower level.



Holmes was commissioned to perform an ASCE 41-17 Tier 1 evaluation of the Main Library. Our engineers reviewed architectural conceptual plans and provided feedback on structural impact and opportunities to coordinate interdisciplinary upgrades. Holmes's final structural evaluation report summarized the results of the assessment and indicated that the building's seismic deficiencies were significant and outlined options to clearly strengthen the library and minimize impact.

*Personnel: Nina Mahjoub – Structural Engineer
Chris Putman – Structural Engineer*

Square Footage:	Status:	Project Status
22,000	Complete	Historic Building



Four Seasons Biltmore Hotel

Santa Barbara, CA

Ty Warner Hotels & Resorts + Four Seasons

This former Marriott Biltmore resort is currently owned by Ty Warner Hotels & Resorts and operated by Four Seasons. The historically significant hotel complex, originally designed by Reginald D. Johnson, was constructed in 1927. Its Spanish Colonial Revival architectural style is reflective of the turn of the century nostalgic fantasy of the Spanish settlements in Santa Barbara.



The project consisted of a phased renovation of the entire hotel complex which includes over twenty-two buildings. Schedule, phasing and completion time were coordinated to meet the owner's requirements. Paramount considerations attention to detail and implementation while maintaining client satisfaction during construction.

The project involves the staged renovation of the existing structures on the site, master planning, design of both new and retrofit construction for the hotel complex. The historically significant existing structures and gardens were minimally impacted by construction. Holmes worked closely with the architects and owners to minimize the intrusion on the existing structures during the renovations and required seismic upgrades.

Personnel: Chris Putman – Structural Engineer

Square Footage:	Status:	Project Budget
200,000	Complete	\$90M

11.4 EXPERIENCE OF FIRM



Santa Barbara Police Station

Santa Barbara, CA

Santa Barbara County

The project involves the removal of the existing surface parking lot, and the construction of a three story, +/- 64,000 Sq. ft new police station, a +/- 112,000 Sq. ft secure parking structure to accommodate the 236 parking spaces (128 Police department vehicles and 108 for employee vehicles) and limited non-secure surface public parking and bicycle parking. The new police station is intended be a net-zero carbon, all electric building. Cumming provided cost estimates at multiple design stages, including schematic design, design development and construction documents. Throughout the design stages, we have actively been assisting with value engineering efforts.

Personnel: Raj Adsumalli – Cost Estimation

Square Footage:	Status:	Project Budget
176,000	Complete	\$85M



Santa Barbara Humane Society

Santa Barbara, CA

Santa Barbara County

Revitalization of the landmark animal welfare organization in Goleta, California (4-acre site). The project includes demolition of existing structures, new construction of 7 buildings (including animal adoption, animal clinic, education, and behavior center. Additionally, there is extensive site development work which includes dog yards, covered walkways and open patios. Cumming provided cost estimates at multiple design stages, including schematic design, design development and construction documents. We are currently managing the GC procurement process and will be providing post contract services for the duration of the project, including monthly cost reporting and change order management.

Personnel: Raj Adsumalli – Cost Estimation

# of Buildings	Status:	Project Budget
7	Complete	\$12M

11.5 PROPOSED WORK PLAN, TIME SCHEDULE, AND WORKLOAD

Project Workplan Summary

Our comprehensive work plan highlights our commitment to delivering exceptional quality and accuracy throughout every phase of the project. Leveraging our expertise in architectural, structural, mechanical, electrical, and plumbing design, we are poised to meet and exceed the expectations set forth by the city.

Phase 1: System & Facility Assessment and Concept Design

This team prioritizes thorough site inspections and condition assessments. As a part of the facility condition assessment, our team will conduct detailed laser scans of the building's interior, capturing key MEP and structural elements with precision. This meticulous approach underscores our dedication to attention to detail and accuracy from the outset. Our team has performed numerous facility assessments and gathering specific detailed information up front ensures that the team sets the entirety of the project timeline up for success.

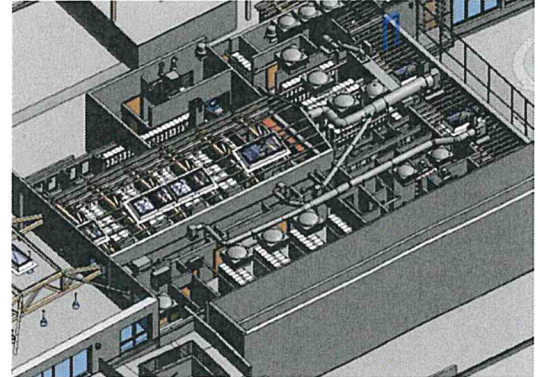


Figure 1 - Laser Scan Example Output

During the Concept Design phase, this team develops preliminary plans and clear project descriptions for review to ensure our cost estimates are accurate from the beginning of the project. This team understands that the upfront work sets the tone for project success. Even within the project's Assessment and Concept Design Phases, our team performs a rigorous QA/QC review of the documents to ensure that the owner's requirements and best interests are adhered to.

Phase 2: Schematic Design

In the Schematic Design phase, this team will refine spatial requirements and analyze existing HVAC systems to inform our design parameters. Through a collaborative process with County stakeholders, we will prepare schematic design documents that outline the proposed solutions and potential impacts on the existing structure. Rigorous quality control checkpoints ensure that our designs are accurate and comprehensive, setting the stage for successful project execution.

Phase 3: Complete Design and Construction Documents

As we progress to the Final Design phase, this team's focus remains on delivering bid-ready Construction Documents that establish high accuracy and constructability. Plans and details for mechanical, electrical, and structural elements are meticulously crafted, accompanied by detailed specifications following CSI formatting. Our commitment to quality is unwavering, with thorough quality control checkpoints integrated into every aspect of the design process.



11.5 PROPOSED WORK PLAN, TIME SCHEDULE, AND WORKLOAD

Bidding and Construction Support Phase

During the Bid Phase, we respond promptly to RFIs and product substitution requests, ensuring clarity and transparency throughout the bidding process. As construction commences, our team provides ongoing support, attending weekly meetings and performing site visits to monitor progress and address any issues that may arise.

Our work plan embodies our firm's dedication to excellence and innovation. By prioritizing accuracy, quality control, and the utilization of advanced technologies, we are confident in our ability to deliver a successful outcome for the City of Santa Barbara.

Staff Size and Firm Approach

At A3 Engineering, we pride ourselves on being a small firm with a deliberate approach to client engagement. Our size and expertise enables us to offer a level of personalized service and principal involvement that larger firms often struggle to match. We have structured our workflow and workload to prioritize direct principal involvement. By carefully managing our project workload, we ensure that our principals have the capacity to engage directly with clients and projects, providing valuable expertise and oversight throughout the entirety of the project.

Our intentional approach extends to project selection as well. We are discerning about the projects we pursue, ensuring that each aligns with our capabilities and capacity for direct principal involvement. This team focuses on projects where we can make a meaningful impact. Because of our approach to staffing, our clients can be confident that our workload will not interfere with this project timeline. Instead our clients benefit from the personalized attention and expertise of our team, ensuring their projects receive the dedication and strategic insight they deserve.

In essence, our small size is not a limitation but a strength. It allows us to remain agile, responsive, and deeply engaged in every aspect of our work. At A3 Engineering, intentionality is not just a principle—it is the foundation of our success.

Scope of Work Assurance

A3 Engineering unequivocally confirms its capability and commitment to perform the scope of work as outlined in the proposal. Our team possesses the expertise, experience, and resources necessary to deliver on every aspect of the project requirements. We stand ready to meet and exceed the expectations outlined in the scope of work, ensuring successful project completion within the specified parameters.



Figure 2 - Team Holiday Party Photo



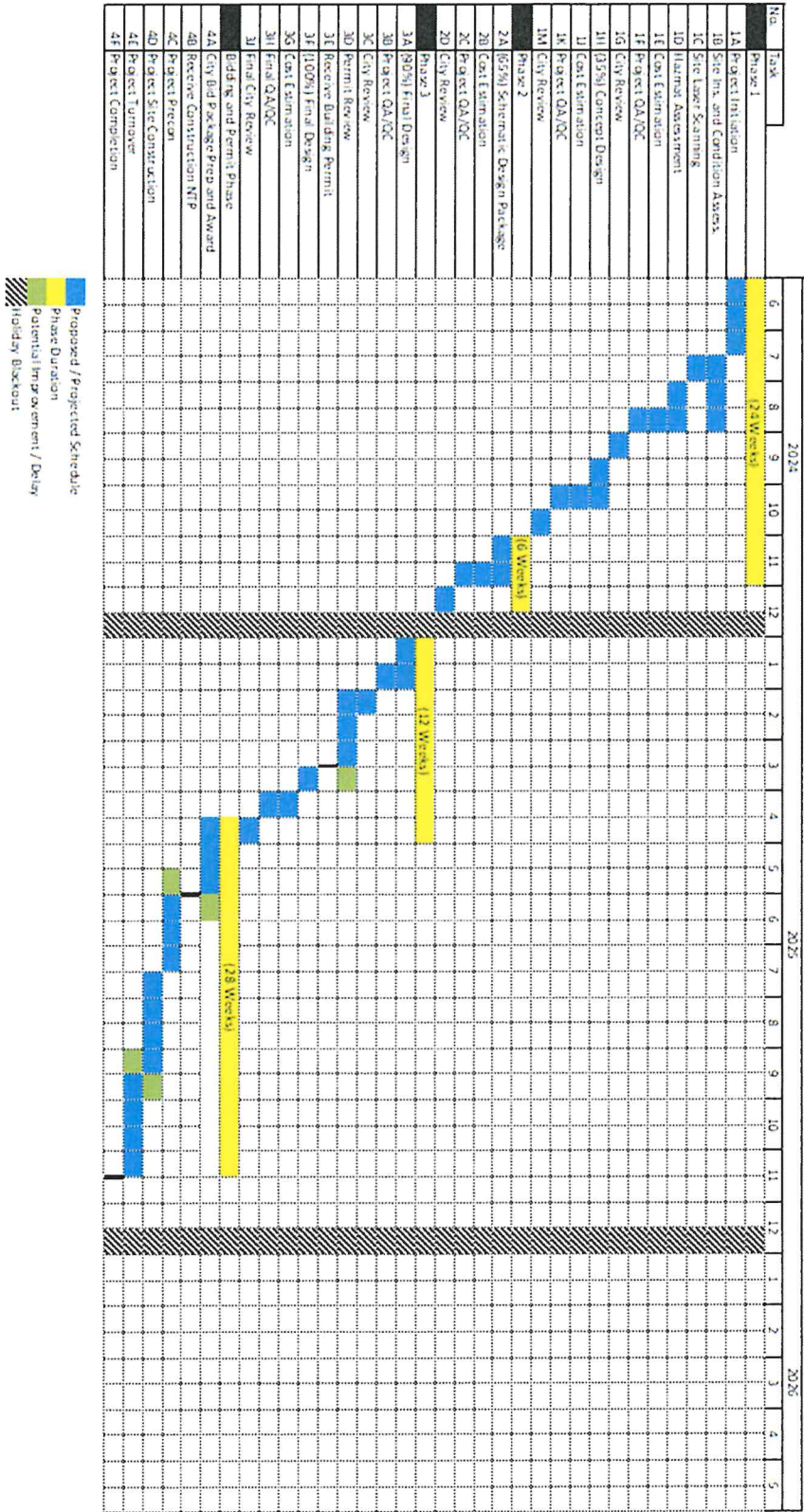
Figure 3 - Team US Bank Tower Stairclimb

11.5 PROPOSED WORK PLAN, TIME SCHEDULE, AND WORKLOAD



PROJECT: Santa Barbara Veterans Memorial Building
Date: 29-Feb-24

Proposed Project Schedule



11.6 REFERENCES FOR PAST PERFORMANCE



Project Name: California Hot Springs
Contact Name: Alex Vincent
Contact Title: Head of Design
Contact Company: Artistree Home
Contact Role: Owner
Contact Email: alex@artistreehome.com
Contact Phone: 805.729.6845



Project Name: 333 N Palm
Contact Name: Ellie Trujillo
Contact Title: Vice President of Construction
Contact Company: Bellwether Capital
Contact Role: Developer
Contact Email: etrujillo@bellwetherco.com
Contact Phone: 808.341.8095



Project Name: Downtown LA Proper Hotel
Contact Name: Chris Kiley
Contact Company: The Kor Group (Formerly)
Contact Role: Developer
Contact Email: ckiley@aspensnowmass.com
Contact Phone: 970.216.2941

11.6 REFERENCES FOR PAST PERFORMANCE



Project Name: MacArthur Hotel
Contact Name: David Abasta
Contact Company: Gaw Capital (Formerly)
Contact Role: Developer
Contact Email: dabasta@primestor.com
Contact Phone: 310.774.7979



Project Name: Santa Barbara Humane Campus Renovation
Contact Name: Judy Partch
Contact Title: Campus Renovation Project Manager
Contact Company: Santa Barbara Humane
Contact Role: Owner
Contact Email: jpartch@gmail.com



Project Name: Santa Barbara Police Station
Contact Name: Brad Hess
Contact Title: Principal Project Manager
Contact Company: City of Santa Barbara, Public Works
Contact Role: Owner
Contact Email: BHess@SantaBarbaraCa.gov

11.7 DELIVERABLES

AutoCAD, BIM, Revit Expertise

Utilizing all forms and versions of CAD, this team will be successful in the project execution due to our expertise in AutoCAD, REVIT, and BIM technologies. We have cultivated a deep-rooted proficiency in these tools, allowing us to seamlessly integrate cutting-edge 3D modeling into our workflow. This team thinks about projects in three-dimensional perspectives, which allow us to preemptively identify clashes, mitigate risks, and efficiently refine designs which leads to cost savings, accelerated timelines, and superior project outcomes.

This team intends to utilize 3D laser scanning (seen to the right) at the facility assessment report phase to ensure that the team starts the process off with accurate 3D data of the existing space. This information will feed directly into the BIM model the team will produce and will inform the decision-making process from the outset. We believe that this initial process outlines our commitment to excellence and our capacity to deliver outstanding results using advanced 3D modeling techniques.

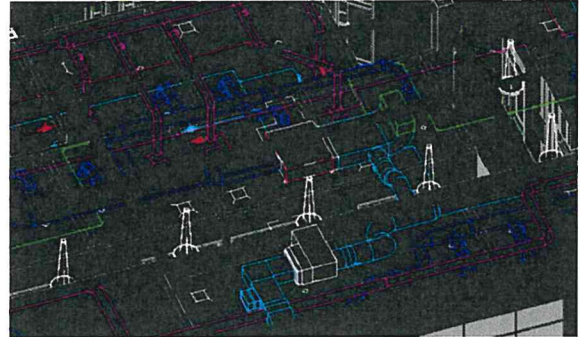


Figure 4 – Example Screenshot of A3 Engineering Project

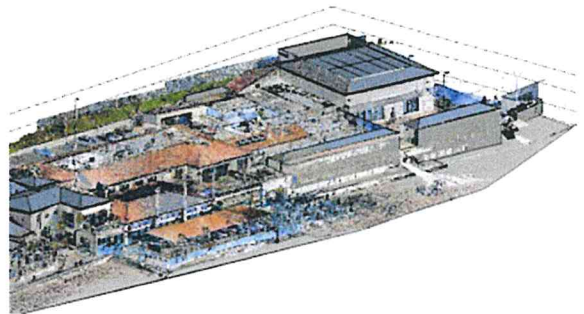


Figure 5 - Example Dot Matrix Laser Scan

MS Office Suite

This team boasts extensive experience and proficiency in leveraging Microsoft's suite of products including Word, Excel and Project. From Microsoft Office to other tools within the ecosystem, this team has a proven track record of maximizing the capabilities of these software solutions to enhance project management, communication, and collaboration.

Bluebeam

Our team possesses a wealth of experience utilizing Bluebeam. One standout feature we leverage in the platform is Bluebeam Sessions, which facilitates real-time collaboration among project stakeholders, regardless of their location. This feature allows for simultaneous markup and review of project documents, fostering greater efficiency, accuracy, and transparency.

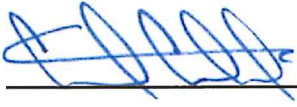
Databases

Our team excels in utilizing various databases, including our proprietary development in Microsoft Access, to efficiently manage internal data and project management processes. While our team has developed our proprietary software, this team also extensively employs cloud-based construction management databases such as Procore, to further our ability to integrate with the entire team. Our proficiency in database management underscores our commitment to innovation and efficiency, enabling us to deliver superior results on every project.

11.9 REQUIRED STATEMENTS

Agreement for Non-Substitution of Staff

We, the Proposer, hereby assure that the designated staff, along with any sub-consultants, proposed for the work described in this Request for Proposal (RFP), will be utilized for the duration of the project. We understand and acknowledge that any departure, reassignment, or substitution of any member of the proposed project team or sub-consultant(s) shall not occur without the prior written approval of the County.

Signature:  _____

Printed Name: Austin Allen

Title: CEO | Co-Founder

Date: 02/29/2024

Statement of Pending Litigation Claims

I, the undersigned representative of A3 Engineering LLP, hereby affirm and declare that to the best of my knowledge and belief:

1. Our firm does not have any listing of litigation or claims related to past projects for the past ten (10) years.
2. We have thoroughly reviewed our records and found no instances of litigation, claims, or disputes arising from our past projects during the specified timeframe.
3. We understand the importance of transparency and accuracy in disclosing such information and affirm that this statement is true and correct to the best of our knowledge.

Signature:  _____

Printed Name: Austin Allen

Title: CEO | Co-Founder

Date: 02/29/2024

11.9 REQUIRED STATEMENTS

Statement of Non-Conflict of Interest

I, the undersigned Prospective Proposer, hereby warrant and covenant that:

1. No official or employee of the County, nor any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting Contract. Furthermore, I affirm that no such person will be employed in the performance of such Contract without immediate divulgence of such fact to the County.
2. Each proposal submitted by me, or my organization contains a statement affirming that we are not currently committed to another project that would constitute a conflict of interest with the project defined in this Request for Proposal (RFP).
3. My organization presently has no employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required under this Contract.
4. In the performance of this Contract, no person having any such interest shall be employed or otherwise engaged by my organization or any Subconsultant.
5. I understand and agree that any potential conflict of interest must be promptly disclosed to the County, in writing, by my organization.
6. The County retains the right to waive a disclosed conflict of interest if it determines it to be immaterial. Such waiver, if provided by the County, must be in writing to be effective.

Signature:  _____

Printed Name: Austin Allen _____

Title: CEO | Co-Founder _____

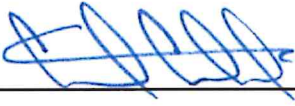
Date: 02/27/2024 _____

11.9 REQUIRED STATEMENTS

Statement of Non-Conflict of Non-Collusion

I, the undersigned Proposer, hereby warrant and affirm that:

1. The offer presented in my proposal for the project outlined in this Request for Proposal (RFP) is made without any previous understanding, agreement, or connection with any person, firm, or corporation submitting a separate proposal for the same project.
2. My proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
3. This warranty does not apply to proposals submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary consultant and associated sub-consultant.

Signature: _____

Printed Name: Austin Allen

Title: CEO | Co-Founder

Date: 02/27/2024

11.9 REQUIRED STATEMENTS

Statement of Indemnification and Insurance Requirements

I, the undersigned representative of A3 Engineering LLP, hereby affirm and declare that our firm has the ability to fulfill the indemnification and insurance requirements contained in the Request for Proposal (RFP), and in compliance with the California Civil code for professional services entities.

1. **Indemnification:** Our firm agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents, and volunteers from any and all claims, actions, losses, suits, damages, costs, expenses, judgments, and/or liabilities that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of our firm, its employees, subcontractors, or agents in the performance of services under the Agreement. We understand that the indemnity includes the cost to defend COUNTY to the extent of our firm's proportionate percentage of fault.
2. **Insurance Coverage:** Our firm maintains insurance coverage that meets or exceeds the minimum requirements specified in the RFP. Specifically, our coverage includes:
 - **Commercial General Liability:** \$1 million per occurrence / \$2 million aggregate
 - **Automobile Liability:** \$1 million per accident
 - **Workers Compensation:** \$1 million per accident for bodily injury or disease
 - **Professional Liability:** \$2 million per occurrence / \$2 million aggregate

We affirm that our firm is fully capable and committed to meeting these indemnification and insurance requirements throughout the duration of the Agreement.

Signature:  _____

Printed Name: Austin Allen

Title: CEO | Co-Founder

Date: 02/27/2024

11.9 REQUIRED STATEMENTS

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/26/2023															
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.																			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).																			
PRODUCER NUTMEG INS AGENCY INC/PHS 76210775 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251			CONTACT NAME: PHONE (888) 925-3137 FAX (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:																
INSURED A3 Engineering LLP 527 W 7TH ST STE 905 LOS ANGELES CA 90014-2556			INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC#</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Sentinel Insurance Company Ltd.</td> <td>11000</td> </tr> <tr> <td>INSURER B: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>			INSURER	NAIC#	INSURER A: Sentinel Insurance Company Ltd.	11000	INSURER B: Hartford Casualty Insurance Company	29424	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:																			
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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ General Liability GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PRO-JECT ☒ LOC ☐ OTHER			76 SBU BI2111	07/19/2023	07/19/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000												
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			76 SBU BI2111	07/19/2023	07/19/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)												
A	☒ UMBRELLA LIAB EXCESS LIAB ☒ OCCUR CLAIMS-MADE DED: ☒ RETENTION \$ 10,000			76 SBU BI2111	07/19/2023	07/19/2024	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000												
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	76 WEG AT2MM1	07/19/2023	07/19/2024	☒ PER STATUTE ☐ OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE -EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000												
A	DATA BREACH - DEFENSE & LIAB COVG			76 SBU BI2111	07/19/2023	07/19/2024	Limit \$50,000												
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)																			
Those usual to the Insured's Operations.																			
CERTIFICATE HOLDER				CANCELLATION															
For Informational Purposes 527 W 7TH ST STE 905 LOS ANGELES CA 90014-2556				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan L. Castaneda</i>															

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ACORD 25 (2016/03)

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11.9 REQUIRED STATEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/25/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NUTMEG INS AGENCY INC 76210789 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 FAX (A/C, No, Ext): (A/C, No): E-MAIL ADDRESS:																					
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	Professional Liability Retention \$10,000 Each Claim			76OH0464767	07/19/2023	07/19/2024	Limit Per Claim \$1,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

For Informational Purposes
 527 W 7TH ST STE 905
 LOS ANGELES CA 90014-2556

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Suwanth Castaneda

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11.9 REQUIRED STATEMENTS

Public | Purchase™

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Admin | Agencies | Classification | Regions | Notifications | Forms | Business Types | Purchase Orders

Registration Info for Agency: County of Santa Barbara

Agency NameCounty of Santa Barbara

Main Address260 N San Antonio Rd
Santa Barbara, CA 93110

Registration StatusActive
[Go to Agency Bid Board]

You are Registered with this agency

Agency T&CClassification

Classifications

[92507]Air conditioning ,heating and ventilating engineering

[92517]Civil engineering

[92522]Control systems engineering

[92528]Drainage engineering

[92531]Electrical engineering, including cogeneration design services

[92534]Energy management engineering

[92536]Engineering services (not otherwise classified)

[92539]Fire protection engineering

[92544]General construction: management, scheduling, cost estimation engineering

[92546]Geotechnical engineering

[92551]Hazardous waste engineering services, including remedial investigations and feasibility studies for waste sites

[92567]Mechanical engineering

[92584]Security systems; intruder and smoke detection engineering

[92587]Sewage collection, treatment, and disposal engineering

[92588]Structural engineering

[92595]Utilities, gas, steam, electric engineering

[92592]Value engineering and value analysis, professional

[92591]Video and audio design engineering

[92596]Waste water treatment engineering



APPLICATION FOR PUBLIC WORKS CONTRACTOR REGISTRATION

Registration Information

Type: Public Works
Period: 02/27/2024 06/30/2025

Contractor Information

Contractor Name: A3 Engineering LLP
Trade Name: A3 Engineering LLP
License Type Number: PW-LR-1001145303

Contractor Physical Address

Physical Business Country: United States of America	Physical Business City/ Province: Los Angeles
	Physical Business State: CA
Physical Business Address: 527 W. 7th St., Suite 905	Physical Business Postal Code: 90014

Contractor Mailing Address

Mailing Country: United States of America	Mailing City /Province: Los Angeles
Mailing Address: 527 W. 7th St., Suite 905	Mailing State: CA
	Mailing Postal Code: 90014

Contact Info

Daytime Phone:	Daytime Phone Ext.:
Mobile Phone:	Business Email: info@a-3-eng.com
	Applicant's Email: austinallen@a-3-eng.com



FEE PROPOSAL

MECHANICAL, ELECTRICAL & PLUMBING ENGINEERING SERVICES

PROJECT: Santa Barbara Veterans Memorial Building

DATE: April 25, 2024

RFQ #: 22024 - RFP/Q
Grant #: B22-CP-CA0078

A3 Eng Job #: AE324.1023
A3 CA SBE #: 2028961

Prime Consultant

A3 Engineering LLP
527 w. 7th Street, Suite 905
Los Angeles, CA 90015

Phone: 816.985.2889
E-mail: AustinAllen@a-3-eng.com

Date: 4/25/2024

Contact Person:

Austin Allen

Phase	Basis	MEP	Architectural	Structural	Cost Estimation	TOTAL
Phase 1 - System and Facility Assessment	Fixed	\$ 31,800.00	\$ 9,400.00	\$ 8,000.00	\$ 6,720.00	\$ 55,920.00
Phase 2 - Schematic Design	Fixed	\$ 17,300.00	\$ 19,700.00	\$ 12,000.00	\$ 8,400.00	\$ 57,400.00
Phase 3 - Complete Design and CD's	Fixed	\$ 21,400.00	\$ 24,600.00	\$ 14,000.00	\$ 12,600.00	\$ 72,600.00
Bidding and Construction Support	Fixed	\$ 14,800.00	\$ 9,900.00	\$ 6,400.00	\$ 3,360.00	\$ 34,460.00
Construction Support Meetings (10)	Fixed	\$ 17,200.00	\$ 8,600.00	\$ 8,600.00	\$ -	\$ 34,400.00
CEQA / NEPA Compliance	Hourly NTE	\$ 15,000.00	N/A	N/A	N/A	\$ 15,000.00
TOTAL		\$ 117,500.00	\$ 72,200.00	\$ 49,000.00	\$ 31,080.00	\$ 269,780.00
Services During Construction:						
No. of Construction meetings included in estimate		24	Assumed 6 Month Pre-Con / Construction			
No. of Construction site visits included in estimate		10	Assumed 3 Month Active Construction			

Notes:

- (1) Proposal is valid for (180) days from the RFQ/P due date of 03/05/2024.
- (2) For (10) Construction Support Meetings, A3 (Prime Consultant) will be in attendance for all meetings. Architectural and Structural Consultants assume 5 Construction Support meetings.
- (3) Construction Site Observations (3/month) as dictated by the contract, are assumed to be included in the (10) Construction Support Meetings on site.
- (4) Phase 1 System and Facility Assessment includes \$12,500 Laser Scanning, and \$5,000 Hazmat Assessment.
- (5) Fees include Hourly NTE, CEQA and NEPA compliance processes as/iff required by HUD and local authorities having jurisdiction.

(signature) 4/25/2024
CEO | Co-Founder A3 Engineering (date)
(title)



FEE PROPOSAL

MECHANICAL, ELECTRICAL & PLUMBING ENGINEERING SERVICES

PROJECT: Santa Barbara Veterans Memorial Building

DATE: April 25, 2024

RFQ #: 22024 - RFP/Q
Grant #: B22-CP-CA0078

A3 Eng Job #: AE324.1023
A3 CA SBE #: 2028961

Assumptions and Exclusions:

- 1 All fees for permits, reviews, variances, etc. required for permitting will be paid by the city directly.
- 2 The project team will receive MEP, Architectural, and Structural as-builts of the existing space
- 3 This proposal includes a dot matrix 3D laser scan of the space during the facility assessment phase.
- 4 The proposal includes a hazardous materials inspection during the facility assessment phase.
- 5 The project team will be permitted access to all pertinent areas of the site, and this could include minor demolition of ceiling wall surfaces required for investigation.
- 6 The bidding and construction support phase is assumed to include (3) months of construction preparation, and (3) months of active construction. Extended construction timelines will be considered in addition to the contract and negotiated with the city owner accordingly.
- 7 The scope of work is primarily a local MEP systems improvement and will not trigger a code-mandated global/full-building seismic retrofit.
- 8 The scope does not include unforeseen existing conditions not shown on the existing drawings encountered during construction support.
- 9 The scope does no include services necessary due to significant schedule extensions or accelerations.

A handwritten signature in blue ink, appearing to read 'A3 Engineering'.

(signature)	4/25/2024
CEO Co-Founder A3 Engineering	(date)
(title)	

Rate Schedule

Project Role	Hourly Rates
Principal	\$235
Project Manager	\$185
Project Engineer	\$185
Drafter	\$145
Admin	\$115

Rates valid through December 31, 2024



County of Santa Barbara: General Services
Capital Division

END EXHIBIT A



County of Santa Barbara: General Services
Capital Division

EXHIBIT B

CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be Austin Allen. Consultant declares that the Project Manager shall be AUSTIN ALLEN.
- B. Consultant will only employ Subconsultants identified in the Consultant's Proposal submitted to the County response to the County's RFQ for this project, and each Subconsultant must, if their profession or specialty is licensable, be licensed by the State of California to perform such Services. Consultant must obtain Owner's prior written approval of any other subconsultants or subcontractors. Upon Owner's request, Consultant shall provide copies of all Subconsultant contract agreements to Owner.
- C. None of the Staff or Subconsultants shall be replaced without OPM's prior written approval pursuant to an amendment to this PSA. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, upon written notice from Owner's Project Manager, Consultant shall, within fifteen (15) calendar days, remove that person from the Project and provide a qualified replacement acceptable to OPM, and subject to OPM's prior written approval.

END EXHIBIT B



County of Santa Barbara: General Services
Capital Division

EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Fixed Fee for the Base Services described in Exhibit A shall be:	
	Compensation for Base Services	\$239,780.00
	Services for Alternates	\$0
	SUBTOTAL: Fixed Fee for Base Services	\$239,780.00
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	\$0
	Supplemental Services Allowance (SSA) for Supplemental Services to the extent authorized by the Owner in writing during the Term pursuant to Change Order(s) in accordance with Part 10.03, above.	\$23,978.00
c.		
2.	MAXIMUM COMPENSATION LIMIT (a+b+c)	\$254,780.00

3. PROGRESS PAYMENTS

- For **FIXED FEE** portion, Progress Payments will be on the basis of completion of Project Milestones.
- For **HOURLY FEE** portion, Progress Payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A or B to the PSA. **(Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown)**
- Only invoices identifying personnel listed in Exhibit A or B to the PSA will be accepted by Owner for payment.
- Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period; completed milestones and deliverables.

END EXHIBIT C



County of Santa Barbara: General Services
Capital Division

EXHIBIT D

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

INDEMNIFICATION

A. Indemnification pertaining to Design Professional Services:

Consultant 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 CONSULTANT 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 CONSULTANT'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, CONSULTANT shall meet and confer with other parties regarding unpaid defense costs and CONSULTANT shall pay COUNTY'S cost of defense to the fullest extent permitted by law.

B. Indemnification pertaining to other than Design Professional Services:

CONSULTANT 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. CONSULTANT'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

CONSULTANT 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

CONSULTANT 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 CONSULTANT, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:



County of Santa Barbara: General Services
Capital Division

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 CONSULTANT'S has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONSULTANT provides written verification it has no employees)**
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT'S profession, with limit of no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONSULTANT 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 CONSULTANT. 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 CONSULTANT 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 CONSULTANT'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 revisions used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONSULTANT'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 CONSULTANT'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONSULTANT 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 CONSULTANT to



County of Santa Barbara: General Services
Capital Division

purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONSULTANT 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 CONSULTANT'S obligation to provide them. The CONSULTANT 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** – CONSULTANT shall require and verify that all subcontractor maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT 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. CONSULTANT agrees to execute any such amendment within thirty (30) days of receipt.



County of Santa Barbara: General Services

Capital Division

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.



County of Santa Barbara: General Services
Capital Division

EXHIBIT E
NOTICES

1. All notices are deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as follows:

a. **Owner:**

County of Santa Barbara
Capital Division
1105 Santa Barbara St. (Historic Courthouse, 2nd Floor)
Santa Barbara, CA 93101

Attention: John Green, Capital Division Chief, General Services Department
(805) 934-6229 / jlgreen@countyofsb.org

b. **Consultant:**

A3 ENGINEERING, LLP
527 W 7TH, SUITE 905, LOS ANGELES, CA 90014

Attention: AUSTIN ALLEN

END EXHIBIT E



County of Santa Barbara: General Services
Capital Division

EXHIBIT F

Federal Clauses

1. Additional Federal Clauses Applicable for Federal Funding under this Agreement.
(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

A. REMEDIES FOR NONCOMPLIANCE.

- i. In the event COUNTY determines, at its sole discretion, that Consultant is not in compliance with the terms and conditions set forth herein, COUNTY may:
 - a. Require payments as reimbursements rather than advance payments;
 - b. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - c. Require additional, more detailed financial reports;
 - d. Require additional project monitoring;
 - e. Requiring CONSULTANT to obtain technical or management assistance; or
 - f. Establish additional prior approvals.

2. EQUAL EMPLOYMENT OPPORTUNITY.

- A. During the performance of this Agreement, CONSULTANT agrees as follows:

CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONSULTANT will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONSULTANT'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.



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- E. CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CONSULTANT'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONSULTANT may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONSULTANT will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONSULTANT will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

3. CLEAN AIR ACT.

- A. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONSULTANT agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. FEDERAL WATER POLLUTION CONTROL ACT.

- A. CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONSULTANT agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.



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C. CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. DEBARMENT AND SUSPENSION.

A. CONSULTANT certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONSULTANT certifies that it shall not contract with a subcontractor that is so debarred or suspended.

B. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

C. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONSULTANT is required to verify that none of the Consultant, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

D. CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

E. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED).

CONSULTANT shall file the required certification attached as Exhibit F-1, Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended)), which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

7. PROCUREMENT OF RECOVERED MATERIALS.

A. In the performance of this Agreement, CONSULTANT shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired.



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- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. CHANGES.

A. Notice. The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONSULTANT considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Consultant shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Consultant identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONSULTANT regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Consultant, the notice shall state:

- i. The date, nature, and circumstances of the conduct regarded as a change;
- ii. The name, function, and activity of each Government individual and CONSULTANT official or employee involved in or knowledgeable about such conduct;
- iii. The identification of any documents and the substance of any oral communication involved in such conduct;
- iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- v. The particular elements of contract performance for which CONSULTANT may seek an equitable adjustment under this clause, including:
 - a. What line items have been or may be affected by the alleged change;
 - b. What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - c. To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - d. What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- vi. CONSULTANT'S estimate of the time by which COUNTY must respond to CONSULTANT'S notice to minimize cost, delay or disruption of performance.

B. Continued Performance. Following submission of the required notice, CONSULTANT shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONSULTANT.

C. COUNTY Response. COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either:

- i. Confirm that the conduct of which CONSULTANT gave notice constitutes a change and when necessary direct the mode of further performance;
- ii. Countermand any communication regarded as a change;



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- iii. Deny that the conduct of which CONSULTANT gave notice constitutes a change and when necessary direct the mode of further performance; or
- iv. In the event the Consultant's notice information is inadequate to make a decision, COUNTY will advise CONSULTANT what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.

D. Equitable Adjustments.

- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONSULTANT, and the conduct causes an increase or decrease in the CONSULTANT'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made:
 - a. In the contract price or delivery schedule or both; and
 - b. In such other provisions of the Agreement as may be affected.
- ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONSULTANT's failure to provide notice or to continue performance as provided herein.

9. ACCESS TO RECORDS. The following access to records requirements applies to this Agreement:

- A.** CONSULTANT agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** CONSULTANT agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C.** CONSULTANT agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

10. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO.

CONSULTANT shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

11. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance will be used to fund this Agreement. CONSULTANT will only use FEMA funds as authorized herein. CONSULTANT will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

12. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONSULTANT, or any other party pertaining to any matter resulting from the Agreement.



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- 13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**
CONSULTANT acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONSULTANT'S actions pertaining to this Agreement.

14. MANDATORY DISCLOSURE

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



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EXHIBIT F-1
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

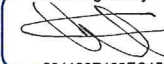
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned Consultant 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.

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

DocuSigned by:

 234130E460EC45B...
 Signature of Consultant's Authorized Official

Austin Allen

CEO | Co-Founder

Name and Title of Consultant's Authorized Official

6/13/2024 | 2:16 PM PDT

Date

END EXHIBIT F