



County of Santa Barbara: General Services  
**Capital Division**

**PROFESSIONAL SERVICES AGREEMENT**

Between

**THE COUNTY OF SANTA BARBARA**

And

**STV Construction, Inc.**

For

**CONSTRUCTION MANAGEMENT SERVICES  
North Branch Jail Expansion Project  
2301 Black Road  
Santa Maria, CA 93455**

**PROJECT NUMBER: 23040**



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**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
**PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES**

This Professional Services Agreement (“Agreement”) is entered into by and between THE COUNTY OF SANTA BARBARA (“Owner” or “County”) and STV Construction Inc., a California corporation (“Consultant” or “Contractor” and, together with County, collectively, the “Parties” and each individually a “Party”).

**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 planning consulting services to Owner in connection with the North Branch Jail Expansion Project (“Project”); and
- 1.02 WHEREAS**, Consultant was selected by means of the County’s qualifications-based selection process, and represents itself as a professional having the requisite qualifications, licenses and agrees to perform the Services defined herein.

**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 for the performance of the Services specified in the SOW and Attachment 1 shall not exceed Four Million, Eight Hundred and One Thousand, Three Hundred and Twenty dollars (\$4,801,320.00) (“Base Contract Amount”). The sum of all payments made to Consultant for the performance of Supplemental Services performed pursuant to a duly executed Change Order in accordance with Part 10.03 below shall not exceed the Supplemental Services Amount set forth in Section 1.c of Exhibit C, attached hereto (“Supplemental Services Amount”). In no event shall the aggregate amount of all payments made by the County hereunder exceed the Maximum Compensation Limit specified in Section 1.d of Exhibit C, attached hereto (“Maximum Compensation Limit” or “MCL”). If Consultant performs services or incurs expenses beyond the Base Contract Amount before execution of a Change Order for Supplemental Services in accordance with Part 10.03, or in excess of the 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 6 years thereafter, unless earlier terminated in accordance with the provisions of this Agreement (“Term”).

**2.04 Scope**



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- A. The services (“Services”) and deliverables (“Deliverables”) described in “Consultant’s Scope of Work & Hourly Rates,” attached hereto as Exhibit A and Attachment 1 and incorporated herein by reference (Exhibit A and Attachment 1, collectively, the “SOW”), establish the extent of the Services and Deliverables that may be authorized by the Owner’s Project Manager (“OPM”) hereunder.

**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 filing prepared by Consultant that is required for the performance of the Services, and such standard fees as are charged any governmental Agency for the issuance of approvals and permits by such governmental agency necessary for the performance of the Services.

**PART 4 - PROJECT SCOPE OF WORK (SOW)**

**4.01 Changes in Scope**

- A. 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). 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. If the Director of the County’s General Services Department (“Director”), or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3, and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL.
- B. If Consultant contends that there is a material increase in the Service(s) or Deliverable(s) required to complete the Services and requests additional compensation hereunder for the performance of such Supplemental Services, and such increase is not in any way attributable to any act or omission of, or on behalf of, Consultant or any Subconsultant, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of Consultant, and the Director, or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant hereunder may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3 and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL. OPM may request,



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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 Supplemental Services necessary to complete the Project.

- C. If there is a material decrease in the Services or Deliverables required to complete the Services, Consultant 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.

**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 engage any subconsultant(s) in the performance of Services, other than the Subconsultants 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 ensure the performance of 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 Standard of Care.
- B. Funding by Governmental Agencies
  - 1. If the 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 all such Federal, State, and outside funding sources.
- C. HCAI (formally known as OSHPD) Jurisdiction
  - 1. If the Project is within the jurisdiction of the State of California, Department of Health Access and Information ("HCAI" formally known as OSHPD), Consultant's Deliverables and performance of Service must meet all HCAI requirements.



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**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 via a duly executed Change Order.
2. **The Milestone Schedule for completion of the Consultant's Services is as follows:**

<b>Date &amp; Time (if applicable)</b>	<b>Activity</b>
<b>February 2026 – June 2026</b>	<b>DBE Selection Phase</b>
February 2026	Confidential Meeting #1 (each team)
March 2026	Confidential Meeting #2 (each team)
March 30, 2026, 5:00PM	Last date to Submit Proposed Changes to Contract or Alternative Technical Concepts (ATCs)
April 2026	Confidential Meeting #3 (each team)
April 30, 2026	RFP Questions Deadline
May 7, 2026, 4:00PM	Proposal Due Date
May 11-15, 2026	Interviews with Short-Listed DBEs
May 21, 2026	Notification of Preferred DBE
<b>June 2026</b>	<b>Contract Award at Board of Supervisors</b>
<b>June 29, 2026</b>	<b>NTP to Design Build Entity (DBE)</b>
<b>June 29, 2026 – June 30, 2029</b>	<b>DBE Design and Construction Phase</b>
<b>July 2029 – September 2029</b>	<b>Construction Close-out</b>
<b>Oct 2029 – June 2030</b>	<b>Post-Construction Phase</b>

**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.
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 to County hereunder 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**



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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 or attended by Consultant in connection with the performance of Services hereunder. This includes meetings that are chaired by the OPM.
  3. The Consultant's compensation for attendance at and preparation of minutes for all such meetings is included in Base Contract Amount.
- 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 via a duly executed Change Order.

**5.04 Basic Services & Deliverables: See Exhibit A**

**PART 6 - CONSULTANT'S SCHEDULE**

**6.01 Schedule**

- A. Consultant shall promptly perform all Services and Deliverables in accordance with the Project schedule approved by 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.

**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



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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 includes the maximum aggregate amount of compensation payable by the Owner to Consultant hereunder. Total payment by Owner to Consultant shall not exceed the Maximum Compensation Limit 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 Compensation Schedule
    - a. Compensation payable to Consultant hereunder for Consultant's performance of the Services comprising Construction Management services as set forth in the SOW shall be **on an hourly basis as set forth in the SOW and Exhibit C. Invoices shall be submitted on a monthly basis for the prior months' services and are due to the County by the 10<sup>th</sup> of each month.**
    - b. Consultant's Hourly Rate Schedule, **applicable to the Services and Deliverables and any Supplemental Services**, is set forth in the SOW.
  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. 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



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- 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 negligent 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 hereunder, including travel, mileage, copying, printing, plotting, and visualizations **are included in the designated "Allowance for Reimbursable Expenses" in Section 1.b of Exhibit C and shall be invoiced only as incurred, on a monthly basis with regular billings for the Base Contract scope (refer to 10.01.2.a). Consultant shall confirm with the County its intent to utilize this allowance a minimum 10 days prior to incurrence of expenses and County shall pre-approve use of the expenses allowance.**

**10.03 Supplemental 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 Section 1.c of Exhibit C. Consultant shall only commence work other than as set forth in the SOW pursuant to a Change Order duly executed by the Director or his Assistant Director 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 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**

- 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



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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 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.
  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(s) shall not constitute a breach of this Agreement.
- D. The rights and remedies provided herein to Owner are cumulative and 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 Deliverables and Services performed and delivered by Consultant and accepted by County, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for such Deliverables, Services, and authorized expenses.
  - 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.
- 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 agree to attempt to resolve the matter by Mediation.
  - 2. Said Mediation is 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.
- B. Initiation of Mediation
  - 1. Any party hereto may initiate Mediation by notifying the other party hereto in writing.
- C. Request for Mediation



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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
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.



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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.
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



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- 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 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
  - 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 by or on behalf 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



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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 immediately terminate this Agreement upon written notice to Consultant.

### **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 Deliverables and 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.  
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 "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 and all Deliverables provided to County hereunder. 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, including all licenses and permissions as may be necessary for County to use all Deliverables produced by Consultant hereunder. Consultant warrants that no Copyrightable Works and Inventions or any other item provided under this Agreement will 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.
- B. This Part 13.05 shall survive expiration or termination of this PSA.
- C. Consultant is not entitled to any fees for Owner's use of any Deliverable or instrument of Service unless Owner enters into a separate agreement with Consultant specifically providing for such fees.

### **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



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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**

- 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 electronically and 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 respective representative(s) 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 hereto, together with the Request for Qualifications and Proposals for Project 23040 pursuant to which this Agreement was procured and which is attached hereto as Attachment 1 and hereby incorporated herein by reference ("RFQ/P"), and Consultant's Proposal submitted to County in response to same, a copy of which is attached hereto as Attachment 2 ("Proposal"), constitutes the entire and integrated agreement between



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Owner and Consultant with respect to the subject matter hereof, and supersede all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.

- 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 and Attachments, the provisions contained in Parts 1 through 18 of this Agreement shall control and prevail over those in the Exhibits and Attachments, other than Exhibit D, 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 Attachment 2), on the one hand, and any other provision(s) of this Agreement, on the other, the provisions of this Agreement (including the RFQ/P) other than Consultant's Proposal shall take precedence and control and prevail.

#### **PART 17 - EXHIBITS**

- A. The following listed Exhibits and Attachments referred to herein are incorporated in this PSA as though set forth in full.
  - 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"
  - 6. Attachment 1: RFQ 23040.01 dated 10.14.2025, Addendums 1 & 2
  - 7. Attachment 2: Consultant's Proposal

*[Signatures appear on the following page.]*



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**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the first date executed by all of the parties hereto,

County of Santa Barbara

Signed by:   
By: 9DD6B7A21FC646A  
**BOB NELSON, CHAIR**  
**BOARD OF SUPERVISORS**

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

Signed by:   
By: 0B03E3DDE9FF4AA  
Deputy

**CONSULTANT:**  
STV Construction, Inc.  
1055 West Seventh Street, Suite 2900  
Los Angeles, CA 90017

Signed by:   
By: \_\_\_\_\_  
**Luis Delgado**  
President

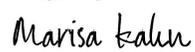
**APPROVED AS TO FORM:**  
RACHEL VAN MULLEM  
COUNTY COUNSEL

Signed by:   
By: 90B46FFED04E4FC  
Deputy County Counsel

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

Signed by:   
By: 92BA147EFC0A04DE  
Deputy

**APPROVED AS TO FORM:**  
MARISA KAHN  
INTERIM RISK MANAGER

Signed by:   
By: AF42F39272FD416  
Risk Manager

**RECOMMENDED FOR APPROVAL:**  
KIRK LAGERQUIST, DIRECTOR  
GENERAL SERVICES DEPARTMENT

DocuSigned by:   
By: 10A8DA0054E4CE  
Department Head

**END OF AGREEMENT**



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**EXHIBIT A**

**SCOPE OF WORK; HOURLY RATES**

Consultant shall perform all of the following services set forth in this Scope of Work ("Services") in exchange for the fixed fee Base Contract Amount set forth in the table below and in Section 1.a of Exhibit C, below, which shall include all overhead, administrative costs, and profit.

**SCOPE OF WORK:** The Construction Management (CM) services will be for the DBE selection phase through completion of the construction phase, including post-construction services. The CM team shall protect the County's interests while keeping the Project on schedule and on budget. The CM shall coordinate and communicate with County personnel, including, but not limited to: the General Services Department County Project Manager(s) and other designee(s), Sheriff staff, Inspector of Record, Special Inspectors, Commissioning Agent(s); and the DBE team on all aspects of the Scope of Work and the Project during the Term of the Agreement.

STV Construction, Inc shall exercise its best professional efforts to, through the construction contractors and consultants, ensure attendance of all appropriate personnel at all meetings and presentations, as necessary, including, but not limited to, all sub-consultants, subcontractors, employees and persons under the direction or control of such consultant(s) and construction contractor(s), utility owners, and other County staff.

STV Construction, Inc shall exercise best efforts to coordinate the activities of the County, such that the County may provide timely decisions to the construction contractors, consultants and architects to reach mutually agreed upon decisions on matters affecting the progress of the Project work, and to coordinate County's input and decisions that affect the performance of the overall Project.

STV Construction, Inc will provide the services listed above and identify any further services necessary to ensure timely and cost-effective completion of the Project. STV Construction, Inc is not be permitted to bid or contract for the construction of the Project.

**The County has accepted the alternate scope for the Community Workforce Agreement Coordinator as requested in Addendum 2, and declined the scope of work and alternate pricing for the web-based project management database system.**

Physical presence for the scope of work was clarified through Addendum 1, Question 1 as noted here:

The CM shall work remotely from their own offices during the Competition and Design phases, and shall be full time on-site during the Construction phase (upon DBE mobilization to the site). In the event any portion of these phases overlap (e.g. if the DBE elects to provide multiple permit packages) the CM may choose to manage the later Design packages from the jobsite offices. In the event this scenario occurs, the CM is expected to provide adequate staff to manage both the completion of the Design phase and the Construction phase at the same time - whether solely from the jobsite office, or a combination of the jobsite and own offices. During the Competition and Design phases, the CM is required to attend project meetings in-person. At a minimum the County expects the following:

**COMPETITION PHASE**

In-person attendance at: ~~the project kick-off job walk with short listed DBE's (late Jan)~~, all confidential DBE meetings for all firms (Feb, Mar, Apr), DBE presentation/interviews for all firms (Apr, May), a scoring and selection meeting (May), and the BOS for contract award (Jun). The CM should factor (1) additional in-person meeting per month during the competition phase for internal coordination with the County/County Departments.

**DBE DESIGN PHASE**

In-person attendance at: all design meetings between the County and DBE (these may be hosted at



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various locations such as County offices, DBE offices, CM offices, or other agreed upon location by the County and DBE). The CM should factor additional in-person meetings with County Facilities Management (FM), County Information Technology (IT), and Sheriff for design reviews/page turns (assume 5 each). CM should factor (2) additional in-person meetings for permitting during this phase and (3) additional in-person meetings to be conducted at County discretion. Please advise if additional clarification is necessary.

### **DBE Selection Phase**

Services required by STV Construction, Inc under the DBE Selection phase include without limitation:

- Attend all confidential design meetings for each of the shortlisted DBE teams competing for the project. Prepare, review for accuracy, and issue meeting minutes from each meeting to include any notes submitted by the DBE team within 1 week of each meeting.
- Respond to any Requests for Information (RFI) sent by DBE teams during this phase. Coordination with County Staff, Sheriff, and the Bridging Team (Nacht & Lewis Architects) will be required. Distribute all formal RFI responses to all shortlisted DBE teams.
- Attend final proposal presentations for each shortlisted DBE team. Assist the County in scoring and evaluating each of the DBE proposals for compliance with the Bridging Documents and decisions/notes/RFI responses issued during the DBE Selection Phase. STV Construction, Inc will be assigned to score each proposer.
- Assist in developing procedures and forms for readiness for the design and construction phase, including submission of project budgets, addenda, schedule of values, RFIs, clarifications, change orders, requests for payment, final payment request, and acceptance of project.
- Assist with entitlement review and determining permitting requirements.
- Assist and support with permitting applications and reviews.
- Assist in the preparation and coordination of all required agency and/or County reviews and approvals for construction phasing and staging prior to construction start-up. With the assistance of County and Sheriff staff, prepare a construction staging/phasing program that addresses the appropriate areas for construction staging, parking, time of construction and coordination of access to and around the site. Delineate construction lay-down area.
- Assist the County with Solicitation and Selection of other consultants and contractors for the project such as: 3rd Party Plan Checker, Inspector of Record (IOR), Special Inspection and Testing, Commissioning, etc. STV Construction, Inc shall review RFQ's for completeness and accuracy, conduct RFQ outreach, and score proposals as part of the County selection process.

### **DBE Design and Construction Phases**

STV Construction, Inc shall provide all services necessary for the administration of the DBE design and construction contract during the design and construction phase including, without limitation, the following:

- Administer the Design and Construction Contract, acting as the County's representative in dealing with the Design Builder, to ensure the completion of the work in accordance with the Design and Construction Contract.
- Provide full-time, on-site construction management to manage the design phase of the project, including management of design submissions to the County, dispersion on plans and specifications to all reviewing parties, collection and incorporation of design review comments from all parties into a single comment log for communication between the DBE, the County, and any plan reviewers (i.e. Sheriff, County Facilities



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Maintenance, County IT, Bridging Team, Code Check, County Fire, BSCC etc.). STV Construction, Inc is responsible to arrange, attend, and document any required and/or held design review meetings with reviewers.

- Manage the project budget during the design phase. Review all proposed changes (additions and credits) for completeness, compliance to the Contract, and provide recommendations to the County. Coordinate with the County Project Manager, Sheriff, and the Bridging Architect to confirm scope and compliance with the Bridging Documents is maintained.
- Attend all design and/or budget review meetings between the County and the DBE. STV Construction, Inc shall take notes and issue minutes including any information provided by the DBE.
- Assist the DBE with the County permitting process. STV Construction, Inc shall also provide follow up with County Agencies and other Authorities Having Jurisdiction (“AHJ”) over the project to ensure timely responses.
- Issue required Notice(s) to Proceed (NTPs) as required. The DBE may elect to split the project into multiple phases to facilitate the design and construction, requiring multiple NTPs.
- Conduct pre-construction meetings and prepare informational material to notify, in writing, all contractors/subcontractors and their employees working on-site of the procedures and policies working with the environmental and other sensitive site and project issues.
- Provide full-time, on-site construction management to observe and report on the progress of the executed work. Resident STV Construction, Inc representative(s) shall be on-site for the daily observation of the DBE's work to ensure that the work is proceeding in accordance with the contract documents and per the project schedule. Detailed daily reports of all the DBE's activities shall be prepared in sufficient detail to document actual production rates and estimate construction costs. Daily reports shall be uploaded to the web-based project management system.
- Provide and pay all costs for any and all necessary office equipment, materials, and supplies for a fully functioning jobsite office operation for the duration of the project (office trailer and furnishings to be provided by the Design Build Entity). Provide and pay all costs associated with STV Construction, Inc internal IT requirements (own equipment, access to own networks, own firewalls, etc.).
- Review and determine the acceptability of schedules and plans required to be submitted by the DBE, including, but not limited to, progress schedule, submittal schedule, schedule of values, staking request schedule, project safety plan, hazardous materials handling plan, trench safety, lift plan, shoring plan, and traffic control plan. Verify all construction signage required for public safety.
- STV Construction, Inc will verify DBE maintains electronic compliance with all prevailing wage requirements throughout the project.
- **CM shall utilize the web-based project management system provided by the DBE to manage document workflow and filing on the project including but not limited to: drawings, specifications, amendments, daily reports, requests for information, payment applications, change orders, submittals, shop drawings, correspondence, permits, photographs, videos and other documents as required. Establish, utilize and maintain a web-based project management database system for use by the County, Bridging Architect, Inspector of Record, other consultants, construction manager, and DBE and sub contractors. The file database shall contain all documents relevant to the design and construction phase including drawings, specifications, amendments, daily reports, requests for information, financial controls, payment applications, change orders, submittals, shop drawings, correspondence, permits, photographs, videos and other, and shall be accessible via a GIS interface that provides links to all stored documents relative to a specific location or site within the project area. Maintain a hard copy log of the project file database. Install appropriate workflows and timelines per the contract into the system. Provide sufficient access and training for the County, Bridging Architect, Inspector of Record, other consultants, Sheriff staff, and DBE to ensure proper use of the system.**



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- Coordinate, review and process submittals and Requests for Information (RFI's) between the County, Sheriff, DBE and other entities as required. Review shop drawings for accuracy and completeness and support AHJ reviews.
- Receive and review all DBE payment requests, including, but not limited to: scheduling and tracking of the pay request, review and process preliminary liens /releases and stop notices, verifying percentage of construction completion, signing pay applications, and tracking actual and estimated construction costs.
- Receive and review all written requests from the DBE for additional time or money and make recommendations to County regarding any cost and/or delay claims.
- Review requests for change orders including, but not limited to, justification, cost evaluations, alternative recommendations, distributing and tracking change orders, and evaluating delay and rain days including schedule time impact analysis. The recommendation shall include the construction manager's own independent cost estimate and change order justification. Upon request from the County, engage the Bridging Design Team to review the proposed changes.
- Document any conditions which the DBE alleges is an unforeseen condition by photograph, videotape, or written memorandum. Advise the County's Project Manager of the alleged unforeseen conditions as soon as it is reported. Coordinate a timely exchange of information regarding the alleged condition, including supplemental instructions and proposal requests between the DBE and the County to avoid delays and resulting claims for additional times and costs. When requested by County, evaluate DBE's assertion of unforeseen conditions, and provide a recommendation regarding resolution of same.
- Coordinate, schedule, and chair weekly progress meetings with the DBE, inspectors, Sheriff representatives and County project management team regarding construction issues, progress, and performance. Document all meetings and verbal directives and provide copies to County Project Manager within five (5) **County** working days.
- On a monthly basis, **as part of the monthly status report requirement below**, conduct an earned value analysis to ensure the Project is within budget and on schedule. Recommend actions to take if the Project is not in agreement with the budget or schedule.
- Develop and implement a project specific safety plan for all non-DBE personnel who visit the construction site. Anticipated personnel includes the construction manager and subconsultants, IOR and special inspectors, County staff, Sheriff staff, Facilities Maintenance staff, environmental monitors, utility owners, elected officials, and other public agency staff. Document any observed safety violation, hazardous condition, or incident of bodily injury or property damage. Document and advise the County's Project Manager of the observation the same day it is noted and make a recommendation to County regarding the incident.
- Support and document compliance with environmental permitting and mitigation measures in accordance with the requirements of the environmental documents and regulatory permits. On-site staff shall participate in environmental and safety education trainings required for the project. Verify implementation of the project Storm Water Pollution Prevention Plan (SWPPP) and advise County of any issues of non-compliance. Each of the DBE's contractors anticipated on the project will be required to complete and implement the details of the SWPPP applicable to the specifications for their portion of the work as the Qualified SWPPP Practitioner (QSP).
- Maintain a hard copy file of the approved contract documents at the construction manager's jobsite office that is regularly updated with mark-ups of all field changes, RFI's, approved changes, and as-built conditions for the purpose of preparing a final set of Record Drawings.
- On a weekly basis, monitor DBE's schedule and advise the County, in writing (**email is acceptable**), of schedule impacts and deviations from contractor's critical path(s).



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- Coordinate all on-site services of persons or entities under contract with the County regarding the Project including, but not limited to, contractors, architects, engineers, inspectors, testing, County personnel, and site surveyors. "Coordinate" means to inform a party of the need for their service with sufficient advance notice that the service can be provided on the required date, schedule the service with the professional, ensure site access and availability of resources or other Project personnel who may be required for the professional's work, and keep the County advised of same. Observe/review construction Inspector of Record services/reports and advise County of any concerns.
- Observe and monitor construction work consistent with the General Conditions of the contract for construction of the Project, and coordinate construction activities with the master project schedule.
- On a monthly basis, **by the 15<sup>th</sup> day of each month**, provide a report summarizing the status of the project including budget, schedule, construction administration, safety, photos, risk, etc.

### **Construction Closeout**

Oversee project closeout including, without limitation, the following:

- Develop and implement procedures for start-up, testing, commissioning, and acceptance of the completed work for both individual components and as a complete system.
- Prepare schedule of all closeout activities, checkout items, and check-off lists. Prepare and distribute a keying schedule.
- Monitor and coordinate the architect's preparation of a detailed listing of construction contractor omissions and defects (commonly referred to as punch lists and corrections) and final inspection of the project. Track and verify punch list completion as work is performed. Schedule, coordinate and supervise the final inspection of the project for conformance with Project documents, and distribute the joint final inspection with the County, and any other parties as are necessary and/or required. The final inspection shall list all deficiencies, and STV Construction, Inc shall ensure the contract documents direct the contractor to correct them within thirty (30) calendar days.
- Ensure the DBE and their subcontractors have provided (both digital and hard copies) all project record drawings, and Operation and Maintenance manuals, warranties and guarantees.
- Coordinate DBE's complete training of the County personnel on all building systems. For the purposes of this paragraph, coordinate means to inform all relevant parties with sufficient advance notice of the training date, review training for completeness and accuracy, ensure availability of resources or other Project personnel who may be required for the training, and keep County advised of same. All trainings shall be videotaped. If the scope of videotaping any training is not specified within the DBE contract, STV Construction, Inc shall record video, file on the project management system, and provide hard copy (USB drive) to the appropriate County personnel.
- Schedule, coordinate, and supervise final tests, start-up, and commissioning of all building systems. For the purposes of this paragraph, "coordinate" means to inform all relevant parties with sufficient advance notice of the inspection or startup date, ensure site access and availability of resources or other Project personnel who may be required for the work, and keep the County advised of same. Review and provide comments to all commissioning reports. Verify that all recommended corrective actions have been implemented.
- Prepare all necessary documentation for County's final acceptance of Project, contract closeout and final report. Prepare, distribute, and record notices of completion.
- Schedule, coordinate and lead any project closeout negotiations with the contractor and provide written verification that all payments, lien releases, and final change orders have been completed.



### **Post-Construction Phase**

The required CM services under this phase include without limitation:

- Prepare and submit (digital and hard copy) a final Construction Summary Report, compiled to include all construction contracts. The report shall be an organized record of the completed system and include the Record Drawings prepared by the construction manager, operations manuals furnished by the DBE, and any third-party agreements related to the collection system and its construction or operations.
- Visit the Property, with the County and Bridging Architect, to observe any apparent Project defects that may be discovered, and two (2) months prior to the end of the warranty period make recommendations regarding any replacements or corrections required. Assist with identifying and coordinating the transfer to the County of any surplus or excess construction products.
- Provide support in reviewing unresolved claims, stop notices or disputes.
- Provide a written statement verifying to the County that, to the best of the CM's knowledge, the Project has been completed in accordance with the approved contract documents and any change orders thereto, and in accordance with any and all applicable codes and ordinances.

**This verification does not relieve the DBE or inspectors of their responsibility to certify compliance or completion of the work in accordance with the contract documents.**

### **Base Contract Amount Compensation Schedule:**

Base Contract compensation shall be based on HOURLY RATES as provided in the Consultants hourly rate schedule attached herein. Consultant shall bill the County on a monthly basis. Refer to Section 10 and Exhibit C 2.a for progress payment information and requirements.

### **Rate Schedule for Supplemental Services:**

The following hourly rates, which include all overhead, administrative costs, and profit, shall apply to any and all Supplemental Services performed during the Term in accordance with duly executed Change Orders.



## Final Cost Proposal

**Proposer Name: STV Construction, Inc.**

**Project Name: Santa Barbara County : North Branch Jail Expansion**

DBE Selection Phase	Hours	Rate	Costs
Project Director	340	\$225.00	\$76,500
Project Manager	400	\$215.00	\$86,000
Construction Manager	56	\$215.00	\$12,040
Design Manager	72	\$215.00	\$15,480
Project Engineer	48	\$165.00	\$7,920
Scheduler	24	\$190.00	\$4,560
Estimating	20	\$190.00	\$3,800
Labor Compliance	16	\$210.00	\$3,360
Crushed It Team	24	\$215.00	\$5,160
<b>Subtotal for Phase</b>			<b>\$214,820</b>

DBE Selection Phase	Hours	Rate	Costs
Project Director	1,052	\$225.00	\$236,700
Project Manager	3,024	\$215.00	\$650,160
Construction Manager	5,384	\$215.00	\$1,157,560
Design Manager	1,144	\$215.00	\$245,960
Project Engineer	5,696	\$165.00	\$939,840
Project Engineer	4,080	\$165.00	\$673,200
Labor Compliance	1,256	\$210.00	\$263,760
Scheduler	744	\$215.00	\$159,960
Estimator	560	\$215.00	\$120,400
Crushed It Team	160	\$215.00	\$34,400
<b>Subtotal for Phase</b>			<b>\$4,481,940</b>



## Final Cost Proposal

Proposer Name: STV Construction, Inc.

Project Name: Santa Barbara County : North Branch Jail Expansion

Construction Closeout Phase	Hours	Rate	Costs
Project Director	8	\$225.00	\$1,800
Project Manager	112	\$215.00	\$24,080
Construction Manager	100	\$215.00	\$21,500
Project Engineer	168	\$165.00	\$27,720
Project Engineer	80	\$165.00	\$13,200
Labor Compliance	16	\$210.00	\$3,360
Scheduler	20	\$215.00	\$4,300
Estimator	24	\$215.00	\$5,160
<b>Subtotal for Phase</b>			<b>\$101,120</b>
Post Construction Phase	Hours	Rate	Costs
Construction Manager	16	215	\$3,440
<b>Subtotal for Phase</b>			<b>\$3,440</b>
<b>Subtotal Labor Costs</b>			<b>\$4,801,320</b>
Expenses			
Travel Related Costs			\$160,000
Construction Trailer IT/Equipment			\$86,000
Construction Trailer Supplies			\$25,000
<b>Subtotal for Phase</b>			<b>\$271,000</b>
<b>Total Negotiated Fee for CM Services</b>			<b>\$5,072,320</b>



County of Santa Barbara: General Services  
**Capital Division**

**END EXHIBIT A**



**EXHIBIT B**

**CONSULTANT'S STAFF & SUBCONSULTANTS**

- A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be **Mike Courtney**. Consultant declares that Consultant's Project Manager shall be **Michael Mallory**.
- B. Consultant will only employ subconsultants identified in the Consultant's Proposal submitted in response to the County's RFQ/P for this project (each, a "Subconsultant"), as set forth below, and each Subconsultants 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 contracts to Owner.
- C. None of the Staff or Subconsultants specified in this Agreement shall be replaced without the prior written approval of the Director, or his Assistant Director designee, in each instance. 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 the OPM, Consultant shall, within fifteen (15) calendar days, remove that person from the Project and provide a qualified replacement acceptable to Owner, and subject to Owner's prior written approval.

**List of Consultant's Staff**

**Mike Courtney, Principal-in-Charge, Project Director**  
**Michael Mallory, Sr. Project Manager**  
**Nori Mizushima, Design Project Manager**  
**Mike Wykoff, Construction Manager**  
**Hard Patel, Assistant Construction Manager**  
**Austin Parle, Project Engineer**  
**John Choi, Project Engineer**  
**Lizette Rodriguez, Labor Compliance (CWA Coordinator)**  
**TBD, Scheduler**  
**TBD, Estimator**

**List of Subconsultants:**

**None**

**END EXHIBIT B**



County of Santa Barbara: General Services  
**Capital Division**

**EXHIBIT C**

**CONSULTANT'S COMPENSATION**

**1. COMPENSATION SUMMARY**

a.	Consultant's <b>Fixed Fee</b> for the performance of all of the <b>Services</b> described in <u>Exhibit A ("Consultant's Scope of Work")</u> shall be:	
	Base Contract Amount:	\$4,801,320.00
	<b>SUBTOTAL: Base Contract Amount</b>	<b>\$4,801,320</b>
b.	<b>Allowance for Reimbursable Expenses pursuant to Part 10.02</b>	<b>\$271,000.00</b>
c.	Supplemental Services Allowance for Supplemental Services that may be authorized by the Owner in writing pursuant to a duly executed <b>Change Order</b> issued during the Term in accordance with Part 10.03, above.	<b>\$253,616.00</b>
d.	<b>MAXIMUM COMPENSATION LIMIT (a+b+c)</b>	<b>\$5,325,936.00</b>

**2. PROGRESS PAYMENTS**

a. For the **Base Contract Amount** and any **Supplemental Services** performed in accordance with **duly executed Change Order(s)**, payments will be on an **HOURLY FEE** basis. 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, above. **Consultant must include substantiating documentation for each payment request hereunder, including a breakdown of all staff hours. At the conclusion of the project and/or termination of the Agreement, any unbilled funds remaining in the Base Contract, Allowance for Reimbursable Expenses, and/or Supplemental Services Allowance shall not be payable to the Consultant.**

b. Only invoices identifying personnel listed in Exhibit A or B, above, will be accepted by Owner as valid substantiation for hourly fee payment requests.

c. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period. including, but not limited to, all completed milestones and deliverables.



County of Santa Barbara: General Services  
**Capital Division**

**END EXHIBIT C**



County of Santa Barbara: General Services  
**Capital Division**

**EXHIBIT D**  
**Indemnification and Insurance Requirements**  
**(For Design Services)**

**INDEMNIFICATION**

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

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

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

**INSURANCE**

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

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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



County of Santa Barbara: General Services  
**Capital Division**

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used.
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors, including, but not limited to, Subconsultants, maintain, at all times during the Term, insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors and Subconsultants.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:



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- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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

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

**END EXHIBIT D**



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, 2<sup>nd</sup> Floor)  
Santa Barbara, CA 93101

Attention: John Green, Capital Division Chief, General Services Department  
(805) 568-934-6229/ jlgreen@countyofsb.org

**b. Consultant:**

Mike Courtney, Project Director  
1055 West Seventh Street, Suite 2900  
Los Angeles, CA 90017  
mike.courtney@stvinc.com

**END EXHIBIT E**



County of Santa Barbara: General Services  
**Capital Division**

**ATTACHMENT 1**

**RFQ 23040.01 North Branch Jail Expansion dated 10.14.2025**  
**Addendum 1 dated 11.12.2025**  
**Addendum 2 dated 11.21.2025**

**COUNTY OF SANTA BARBARA  
GENERAL SERVICES DEPARTMENT  
CAPITAL PROJECTS DIVISION**



**REQUEST FOR QUALIFICATIONS/PROPOSALS  
for  
CONSTRUCTION MANAGEMENT SERVICES**

**North Branch Jail Expansion  
2301 Black Road, Santa Maria CA**

**COUNTY PROJECT NO. 23040**

**MANDATORY JOB WALK:  
THURSDAY, OCTOBER 30, 2025  
11:00am**

**BID DUE DATE:  
THURSDAY, DECEMBER 4, 2025  
4:00 P.M.**

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### EXHIBITS

A. PROFESSIONAL SERVICE AGREEMENT

### ATTACHMENTS

A. NORTH BRANCH JAIL EXPANSION CONCEPT SITE PLAN

## **1. INTRODUCTION**

The County of Santa Barbara General Services Department (“County”) is soliciting proposals with qualifications for Owners Representative/Construction Management Services for the County of Santa Barbara North Branch Jail Expansion Project (“Project”).

The purpose of this Request for Qualifications and Proposals (“RFQ/P”) is to solicit responses so that the County may select from a range of proposals from Construction Management firms (“Proposers” and each a “Proposer”) that best meet the County’s needs and requirements. The County urges all interested proposers to carefully review the requirements of this RFQ/P. Written proposals containing all of the information requested herein will serve as the primary basis for final selection of a Construction Manager for the Project (“CM”). All proposals will be reviewed by the Selection Committee. The County reserves the right to conduct interviews at the County’s discretion. Each Proposer must thoroughly read ALL sections of this RFQ/P prior to submitting a proposal. The contracts and agreements described in this RFQ/P are non-negotiable.

## **2. BACKGROUND**

The County is seeking the services of a qualified Construction Management firm for the Project, a new construction project (Design-Build delivery). The real property owned by the County on which the Project is to be constructed is located at 2301 Black Road, Santa Maria, California (the “Property”), and is the site of the existing North Branch Jail owned and operated by the County.

The Project will be reviewed and permitted through the County’s Planning and Development Department (Demo/Grading) and General Services Department (Building). The County will procure services for a 3<sup>rd</sup> Party Code Compliance Plan Check. The General Services Department is the property owner’s agent and project representative for construction, operation, and maintenance.

The Project includes construction of a new, approximately 78,000 square-foot building (“Building”) on the Property, a 4-acre site at the location of the existing North Branch Jail 2301 Black Road, Santa Maria CA. The proposed expansion will be comprised of a 384 bed housing addition, support spaces, a new (Central Utility Plant) CUP, a connector to the existing North Branch Jail, new fire lanes, new security fencing and reconfiguration of existing security fencing on the site, some utility connections to the existing CUP and site utilities servicing the existing North Branch Jail facility, site improvements including driveways and parking, landscaping, and equipment and furnishings.

The Project requires grading and earthwork operations and connection to existing site utilities including sanitary sewer, storm drain, potable water, recycled water, fire water, and low voltage systems.

The Conceptual construction estimate value is \$165,000,000 incorporated herein by reference.

### 3. GOAL

The overall goal of this RFQ/P is to provide the County with professional Construction Management services including effective management of the Project's schedule, cost, quality, safety, scope, sustainability goals, and function.

The Construction Manager ("CM") will be involved throughout the Project, from the selection of the Design Build Entity (DBE), through final DBE design, permitting, construction, and close-out, including close coordination with the County's Project Manager, County Agencies such as Facilities Maintenance and Sheriff, the Inspector of Record (IOR), special testing and inspection agents, the County's commissioning agent.

### 4. SCOPE OF WORK AND DELIVERABLES

A qualified construction management team shall provide the services detailed herein ("Services") and identify any additional services necessary to ensure timely and cost-effective construction of the Project. The delivery will be Design-Build. The awarded Proposer will **not** be permitted to solicit as part of a Design-Build team for the Design-Build phase of the Project.

The services of the CM will be required for the DBE selection phase through completion of the construction phase, including post-construction services. The County expects the Construction Management team to protect the County's interests while keeping the Project on schedule and on budget. The CM shall coordinate and communicate with County personnel, including, but not limited to: the General Services Department County Project Manager(s) and other designee(s), Sheriff staff, Inspector of Record, Special Inspectors, Commissioning Agent(s); and the DBE team on all aspects of the Scope of Work and the Project during the Term of the Agreement (defined below).

The scope of work for the CM on this Project includes the following:

#### General

All of the services furnished by the CM under the Agreement shall meet the professional standards and quality which prevail among construction management contractors of superior knowledge and skill engaged in similar works on projects throughout California under similar circumstances. All services performed by the CM shall comply with all applicable federal, state, and local codes, statutes, rules, and regulations which are in force at the time such services are rendered, including the Division of State Architect's regulations and guidelines for general practices of a construction manager.

The CM shall exercise its best professional efforts to, through the construction contractors and consultants, ensure attendance of all appropriate personnel at all meetings and presentations, as necessary, including, but not limited to, all sub-consultants, subcontractors, employees and persons under the direction or control of such consultant(s) and construction contractor(s), utility owners, and other County staff.

The CM shall exercise best efforts to coordinate the activities of the County, such that the County may provide timely decisions to the construction contractors, consultants and architects to reach mutually agreed upon decisions on matters affecting the progress of the Project work, and to coordinate County's input and decisions that affect the performance of the overall Project.

A qualified construction management team will be able to provide the services listed above and identify any further services necessary to ensure timely and cost-effective completion of the Project. A Proposer who is engaged by the County as the Construction Manager shall not be permitted to bid or contract for the construction of the Project.

#### DBE Selection Phase

The required CM services under the DBE Selection phase include without limitation:

- Attend all confidential design meetings for each of the shortlisted DBE teams competing for the project. Prepare, review for accuracy, and issue meeting minutes from each meeting to include any notes submitted by the DBE team within 1 week of each meeting.
- Respond to any Requests for Information (RFI) sent by DBE teams during this phase. Coordination with County Staff, Sheriff, and the Bridging Team (Nacht & Lewis Architects) will be required. Distribute all formal RFI responses to all shortlisted DBE teams.
- Attend final proposal presentations for each shortlisted DBE team. Assist the County in scoring and evaluating each of the DBE proposals for compliance with the Bridging Documents and decisions/notes/RFI responses issued during the DBE Selection Phase. CM will be assigned to score each proposer.
- Assist in developing procedures and forms for readiness for the design and construction phase, including submission of project budgets, addenda, schedule of values, RFIs, clarifications, change orders, requests for payment, final payment request, and acceptance of project.
- Assist with entitlement review and determining permitting requirements.
- Assist and support with permitting applications and reviews.
- Assist in the preparation and coordination of all required agency and/or County reviews and approvals for construction phasing and staging prior to construction start-up. With the assistance of County and Sheriff staff, prepare a construction staging/phasing program that addresses the appropriate areas for construction staging, parking, time of construction and coordination of access to and around the site. Delineate construction lay-down area.
- Assist the County with Solicitation and Selection of other consultants and contractors for the project such as: 3<sup>rd</sup> Party Plan Checker, Inspector of Record (IOR), Special Inspection and Testing, Commissioning, etc. CM shall review RFQ's for completeness and accuracy, conduct RFQ outreach, and score proposals as part of the County selection process.

### DBE Design and Construction Phases

The CM shall provide all services necessary for the administration of the DBE design and construction contract during the design and construction phase including, without limitation, the following:

- Administer the Design and Construction Contract, acting as the County's representative in dealing with the Design Builder, to ensure the completion of the work in accordance with the Design and Construction Contract.
- Provide full-time, on-site construction management to manage the design phase of the project, including management of design submissions to the County, dispersion on plans and specifications to all reviewing parties, collection and incorporation of design review comments from all parties into a single comment log for communication between the DBE, the County, and any plan reviewers (i.e. Sheriff, County Facilities Maintenance, County IT, Bridging Team, Code Check, County Fire, BSCC etc.). The CM is responsible to arrange, attend, and document any required and/or held design review meetings with reviewers.
- Manage the project budget during the design phase. Review all proposed changes (additions and credits) for completeness, compliance to the Contract, and provide recommendations to the County. Coordinate with the County Project Manager, Sheriff, and the Bridging Architect to confirm scope and compliance with the Bridging Documents is maintained.
- Attend all design and/or budget review meetings between the County and the DBE. The CM shall take notes and issue minutes including any information provided by the DBE.
- Assist the DBE with the County permitting process. CM shall also provide follow up with County Agencies and other Authorities Having Jurisdiction (AHJ) over the project to ensure timely responses.
- Issue required Notice(s) to Proceed (NTPs) as required. The DBE may elect to split the project into multiple phases to facilitate the design and construction, requiring multiple NTPs.
- Conduct pre-construction meetings and prepare informational material to notify, in writing, all contractors/subcontractors and their employees working on-site of the procedures and policies working with the environmental and other sensitive site and project issues.
- Provide full-time, on-site construction management to observe and report on the progress of the executed work. Resident construction manager representative(s) shall be on-site for the daily observation of the DBE's work to ensure that the work is proceeding in accordance with the contract documents and per the project schedule. Detailed daily reports of all the DBE's activities shall be prepared in sufficient detail to document actual production rates and estimate construction costs.

- Provide and pay all costs for any and all necessary office equipment, materials, and supplies for a fully functioning jobsite office operation for the duration of the project (office trailer and furnishings to be provided by the Design Build Entity). Provide and pay all costs associated with CM's internal IT requirements (own equipment, access to own networks, own firewalls, etc.).
- Review and determine the acceptability of schedules and plans required to be submitted by the DBE, including, but not limited to, progress schedule, submittal schedule, schedule of values, staking request schedule, project safety plan, hazardous materials handling plan, trench safety, lift plan, shoring plan, and traffic control plan. Verify all construction signage required for public safety.
- CM to verify DBE maintains electronic compliance with all prevailing wage requirements throughout the project.
- Establish, utilize and maintain a web-based project management database system for use by the County, Bridging Architect, Inspector of Record, other consultants, construction manager, and DBE and sub-contractors. The file database shall contain all documents relevant to the design and construction phase including drawings, specifications, amendments, daily reports, requests for information, financial controls, payment applications, change orders, submittals, shop drawings, correspondence, permits, photographs, videos and other, and shall be accessible via a GIS interface that provides links to all stored documents relative to a specific location or site within the project area. Maintain a hard-copy log of the project file database. Install appropriate workflows and timelines per the contract into the system. Provide sufficient access and training for the County, Bridging Architect, Inspector of Record, other consultants, Sheriff staff, and DBE to ensure proper use of the system.
- Coordinate, review and process submittals and Requests for Information (RFI's) between the County, Sheriff, DBE and other entities as required. Review shop drawings for accuracy and completeness and support AHJ reviews.
- Receive and review all DBE payment requests, including, but not limited to: scheduling and tracking of the pay request, review and process preliminary liens /releases and stop notices, verifying percentage of construction completion, signing pay applications, and tracking actual and estimated construction costs.
- Receive and review all written requests from the DBE for additional time or money and make recommendations to County regarding any cost and/or delay claims.
- Review requests for change orders including, but not limited to, justification, cost evaluations, alternative recommendations, distributing and tracking change orders, and evaluating delay and rain days including schedule time impact analysis. The recommendation shall include the construction manager's own independent cost estimate and change order justification. Upon request from the County, engage the Bridging Design Team to review the proposed changes.

- Document any conditions which the DBE alleges is an unforeseen condition by photograph, videotape, or written memorandum. Advise the County's Project Manager of the alleged unforeseen conditions as soon as it is reported. Coordinate a timely exchange of information regarding the alleged condition, including supplemental instructions and proposal requests between the DBE and the County to avoid delays and resulting claims for additional times and costs. When requested by County, evaluate DBE's assertion of unforeseen conditions, and provide a recommendation regarding resolution of same.
- Coordinate, schedule, and chair weekly progress meetings with the DBE, inspectors, Sheriff representatives and County project management team regarding construction issues, progress, and performance. Document all meetings and verbal directives and provide copies to County Project Manager within five (5) working days.
- On a monthly basis, conduct an earned value analysis to ensure the Project is within budget and on schedule. Recommend actions to take if the Project is not in agreement with the budget or schedule.
- Develop and implement a project specific safety plan for all non-DBE personnel who visit the construction site. Anticipated personnel includes the construction manager and subconsultants, IOR and special inspectors, County staff, Sheriff staff, Facilities Maintenance staff, environmental monitors, utility owners, elected officials, and other public agency staff. Document any observed safety violation, hazardous condition, or incident of bodily injury or property damage. Document and advise the County's Project Manager of the observation the same day it is noted and make a recommendation to County regarding the incident.
- Support and document compliance with environmental permitting and mitigation measures in accordance with the requirements of the environmental documents and regulatory permits. On-site staff shall participate in environmental and safety education trainings required for the project. Verify implementation of the project Storm Water Pollution Prevention Plan (SWPPP) and advise County of any issues of non-compliance. Each of the DBE's contractors anticipated on the project will be required to complete and implement the details of the SWPPP applicable to the specifications for their portion of the work as the Qualified SWPPP Practitioner (QSP).
- Maintain a hard copy file of the approved contract documents at the construction manager's jobsite office that is regularly updated with mark-ups of all field changes, RFI's, approved changes, and as-built conditions for the purpose of preparing a final set of Record Drawings.
- On a weekly basis, monitor DBE's schedule and advise the County, in writing, of schedule impacts and deviations from contractor's critical path(s).
- Coordinate all on-site services of persons or entities under contract with the County regarding the Project including, but not limited to, contractors, architects, engineers, inspectors, testing, County personnel, and site surveyors. "Coordinate" means to inform a party of the need for their service with sufficient advance notice that the service can be provided on the required date, schedule the service with the professional, ensure site access

and availability of resources or other Project personnel who may be required for the professional's work, and keep the County advised of same. Observe/review construction Inspector of Record services/reports and advise County of any concerns.

- Observe and monitor construction work consistent with the General Conditions of the contract for construction of the Project, and coordinate construction activities with the master project schedule.
- On a monthly basis, provide a report summarizing the status of the project including budget, schedule, construction administration, safety, photos, risk, etc.

### Construction Closeout

Oversee project closeout including, without limitation, the following:

- Develop and implement procedures for start-up, testing, commissioning, and acceptance of the completed work for both individual components and as a complete system.
- Prepare schedule of all closeout activities, checkout items, and check-off lists. Prepare and distribute a keying schedule.
- Monitor and coordinate the architect's preparation of a detailed listing of construction contractor omissions and defects (commonly referred to as punch lists and corrections) and final inspection of the project. Track and verify punch list completion as work is performed. Schedule, coordinate and supervise the final inspection of the project for conformance with Project documents, and distribute the joint final inspection with the County, and any other parties as are necessary and/or required. The final inspection shall list all deficiencies, and the CM shall ensure the contract documents direct the contractor to correct them within thirty (30) calendar days.
- Ensure the DBE and their subcontractors have provided (both digital and hard copies) all project record drawings, and Operation and Maintenance manuals, warranties and guarantees.
- Coordinate DBE's complete training of the County personnel on all building systems. For the purposes of this paragraph, coordinate means to inform all relevant parties with sufficient advance notice of the training date, review training for completeness and accuracy, ensure availability of resources or other Project personnel who may be required for the training, and keep County advised of same. All trainings shall be videotaped. If the scope of videotaping any training is not specified within the DBE contract, the CM shall record video, file on the project management system, and provide hard copy (USB drive) to the appropriate County personnel.

- Schedule, coordinate, and supervise final tests, start-up, and commissioning of all building systems. For the purposes of this paragraph, “coordinate” means to inform all relevant parties with sufficient advance notice of the inspection or startup date, ensure site access and availability of resources or other Project personnel who may be required for the work, and keep the County advised of same. Review and provide comments to all commissioning reports. Verify that all recommended corrective actions have been implemented.
- Prepare all necessary documentation for County’s final acceptance of Project, contract closeout and final report. Prepare, distribute, and record notices of completion.
- Schedule, coordinate and lead any project closeout negotiations with the contractor and provide written verification that all payments, lien releases, and final change orders have been completed.

#### Post-Construction Phase

The required CM services under this phase include without limitation:

- Prepare and submit (digital and hard copy) a final Construction Summary Report, compiled to include all construction contracts. The report shall be an organized record of the completed system and include the Record Drawings prepared by the construction manager, operations manuals furnished by the DBE, and any third-party agreements related to the collection system and its construction or operations.
- Visit the Property, with the County and Bridging Architect, to observe any apparent Project defects that may be discovered, and two (2) months prior to the end of the warranty period make recommendations regarding any replacements or corrections required. Assist with identifying and coordinating the transfer to the County of any surplus or excess construction products.
- Provide support in reviewing unresolved claims, stop notices or disputes.
- Provide a written statement verifying to the County that, to the best of the CM’s knowledge, the Project has been completed in accordance with the approved contract documents and any change orders thereto, and in accordance with any and all applicable codes and ordinances. This verification does not relieve the DBE or inspectors of their responsibility to certify compliance or completion of the work in accordance with the contract documents. .

## 5. PROJECT SCHEDULE

The following represents the schedule for this **RFQ/P**. All dates are subject to change.

RFQ/P Issuance and Evaluation	October 14, 2025
Pre-Proposal Conference & Site Walk at <b>11:00 am</b>	October 30, 2025
Deadline for questions for this RFQ/P at <b>5:00 pm</b>	November 7, 2025
Answers posted on County Website/Addenda Issued	November 14, 2025
SOQ and Proposal Submission Deadline by <b>4:00pm</b>	December 4, 2025
County reviews SOQs and informs top firms of any interviews	December 10, 2025
Interview Sessions	December 16-18, 2025
County selects firms to move forward with	December 19 2025
Contract Award by Board of Supervisors	January 13, 2026
NTP date for CM	January 20, 2026

### **Overall Project Milestones:**

PHASE	DESCRIPTION OF ACTIVITY	TIMELINE
1	Criteria Documents Developed & Design Build Entity Shortlist	Apr - Dec 2025
2	Design Competition/DBE Selection Phase	Jan – May 2026
3	DBE Contract Award at Board of Supervisors	June 2026
4	DBE Notice to Proceed (NTP)	June 29, 2026
5	DBE Design, Construction, Close-out Phase	July 2026 – June 2029
6	Occupancy	July 2, 2029

## 6. PRE-PROPOSAL CONFERENCE / VENDOR REGISTRATION

An on-site, mandatory, pre-proposal conference will be scheduled for **the time and date noted in Section 5 PROJECT SCHEDULE at the Property (2301 Black Road, Santa Maria, CA 93455)**.

Interested firms will have the opportunity to ask questions regarding the requirements outlined in this RFQ/P. To make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting. As similar to all written questions from consultants, the County will prepare minutes of the conference and provide answers to all inquiries in writing, which will be distributed via Public Purchase.

All Proposers are requested to register with the County’s Purchasing Division Public Purchase proposal platform prior to submittal. Proof of registration with the Department of Industrial Relations (DIR) is required as part of each proposal submitted in response to this RFQ/P.

## 7. PROPOSAL QUESTIONS

This RFQ/P establishes the scope of work for the professional services needed, and provides prospective Proposers with sufficient information to enable them to provide an acceptable response to this RFQ/P.

**Any questions shall be submitted in writing** via the Public Purchase website and must be received no later than **the time and date noted in Section 5 PROJECT SCHEDULE**. For questions and inquiries regarding this RFQ/P submitted via Public Purchase, please reference "QUESTION – CM RFQ/P #23040..." in the subject line.

Answers will be provided as a general RFI response, which may also result in an addendum to this RFQ/P, and will be posted on Public Purchase. It is the responsibility of each Proposer to inquire as to the existence and content of addenda and to acknowledge each as part of their Proposal.

Do not contact County departments or County staff directly. Information obtained through sources other than Public Purchase may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFQ/P, written addenda will be issued. Any amendment to this RFQ/P is valid only if in writing and issued by the County's Capital Projects Division. Verbal conversations or agreements with any officer, agent, or employee of County that modify any terms or obligations of this RFQ/p are invalid.

All addenda for this RFQ/P will be distributed via Public Purchase.

## 8. INSTRUCTIONS FOR PROPOSERS

Each Proposal must include the information described in this Section 8. Failure to include in a proposal all such information specified may be cause for rejection of such proposal. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ/P. Excessive information will not be considered favorably.

**General:** The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements, format, and content of proposals so that proposals are complete, contain all essential information, and can be evaluated fairly.

**Submission and Content of Proposals:** All proposals must be received by the proposal submission deadline as identified in Section 5, above, and submitted via Public Purchase.

Proposals shall be formatted so they can be printed in 8 ½" x 11" format; provided, however, that drawings may be formatted for 11" x 17" sizing. All documentation shall be in eleven (11) or twelve (12)-point font.

All proposals will be valid for one hundred eighty (90) days.

All proposals shall contain the following elements, **in the order presented below**. Proposals shall be divided into tabbed sections and should not exceed (30) thirty pages including Transmittal/Cover Letter.

1. Transmittal/Cover Letter (two pages, if necessary) with the following information:
  - Title of this RFQ/P.
  - Name and Mailing Address of Proposer (include physical location if mailing address is a P.O. Box).
  - Year the Proposer was established/formed.
  - Proposer entity type (e.g., limited liability company, limited partnership, corporation).
  - Proposer’s organizational structure, its constituent parts and size variation of staff during the past five (5) years.
  - Name, title, address, email and telephone number of Proposer contact person, including. Such Proposer contact person should be available by telephone or email to provide the location of the Proposer’s office that will be responsible for this Project.
  - A written statement by Proposer specifying, and requesting protection of, any proprietary Proposer information contained in the proposal, if necessary. The foregoing sentence notwithstanding, **all proposals may be considered public information**. Subsequent to selection of the CM, all or part of any proposal submitted in response to this RFQ/P may be released to any person or firm who may request it.
  - Addenda Acknowledgement.
  
2. **Signatory Requirements:** (one page) In order to be considered by the County, the Cover Letter must be signed by duly authorized representative(s) of the Proposer empowered to legally bind such Proposer. **Further, the signing and submission of a Proposal shall indicate the agreement of such Proposer to adhere to the provisions of this RFP and a commitment to enter into a binding Contract** as follows:
  - If the Proposer is a **partnership**, the submittal shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
  - If the Proposer is a **corporation**, the submittal shall be in the full legal name of the corporation, as registered with the California Secretary of State to do business in California, by BOTH of the following officers of the corporation, with the full legal name and title of the office held by the person signing on behalf of the corporation: the chairperson of the board, the president, or any vice president, and the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer of such corporation.
  - If the Proposer is an **individual**, the proposal shall be signed in the name of the individual Proposer.
  - If the Proposer is an **individual** doing business under a fictitious business name registered with the County of Santa Barbara, the proposal shall reflect such fictitious business name after the full legal name of the Proposer and “dba” or “doing business as”.
  - If the Proposer is a **Limited Liability Company**, the proposal shall be signed in the full legal name of the Limited Liability Company, as registered with the California Secretary of State to

do business in California, by the Limited Liability Company's manager(s), if manager-managed, or member(s) duly authorized to legally bind the Limited Liability Company.

3. Qualifications (six pages): A synopsis of each of Proposer's proposed team member's qualifications and experience with public or government projects of similar type and size as described in this RFQ/P, including length of service with Proposer and resume. Include an organizational chart of the Proposer reflecting the proposed staff to be assigned to this Project. For all subconsultants to be used, provide each subconsultant's name, area of expertise, the name of each individual staff member to be assigned to this Project and their role on the team.
4. Experience of Proposer (six pages): A narrative of the Proposer's qualifying background and experience with public or government projects of similar type and size as described in this RFQ/P. Individual project descriptions, including scope, project budget and schedule are encouraged.
5. Proposed Work Plan, Time Schedule and Workload (four pages): Provide a work plan description addressing all scope of work tasks, along with a proposed timeline schedule reflecting each task and its deliverables and identifying appropriate progress checkpoints along with draft or interim deliverables. Also provide a narrative of Proposer staffing size, current Proposer workload, and with consideration of the Proposer's current projects and commitments, affirm the Proposer's ability to perform the scope of work for the Project as described herein.
6. Resource Allocation and Responsibilities Matrix (seven pages): Include a resource allocation matrix of the CM's proposed project team including in rows a list of the tasks with descriptions for the project, including tasks identified in the scope of work and other tasks deemed necessary by the proposing CM, and in columns the name and number of hours proposed per task for each team member proposed to provide each type of service. In addition, summarize hours by phase per team member. In addition, assign responsibilities to the project team (Contractor, CM, County, A/E) for each task.
7. References for Past Performance (three pages): Provide a list of past performance and service. Include three (3) references for whom the Proposer has developed a comparable project. Include project name, contact person, title, address, telephone number, email address as well as the contact person's role in the project and which of the Proposer's staff participated and their roles. For each reference listed, submit a brief summary of the scope of the services provided.
8. Deliverables (one page): Describe Proposer's ability to provide deliverables in the required formats:
  - a. CADD drawings in AutoCAD.
  - b. 3D models in Revit (version 2022).
  - c. Word documents in Microsoft Word.
  - d. Spreadsheets in Microsoft Excel.
  - e. Schedules in Microsoft Project.
  - f. PDF or Bluebeam Writer.

- g. Databases as necessary for compiling, storing and accessing the project records in a commonly available format.
  - h. Web-based Project Management.
9. Cost Proposal (cost proposal not counted to page count limit): Provide a cost proposal (not to exceed) for all services to be delivered, including a breakdown of costs itemized for each Project phase as defined in the Scope of Work. This cost proposal shall encompass the complete proposed Project costs for meetings and Project expenses for reproduction, postage, mileage, travel time and all related miscellaneous expenses. The cost proposals shall break-out the cost for the temporary site office and differentiate if the office is on-site or adjacent (off-site). Also provide an hourly rate schedule for all assigned team members, including hourly rates for participation in public meetings. Cost proposal shall be utilized for unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm. **The Cost Proposal shall be submitted in a separate file on Public Purchase. It shall be identified with the name of Proposer, the name of this Project, and labeled "Sealed Cost Proposal".**
10. Required Statements (one page for each statement, not counted towards page count limit): Include statements of assurance regarding the following requirements:
- Non-substitution for the designated members of the proposed staff members and subconsultants without the County's prior written approval in each instance.
  - Non-conflict of interest.
  - Non-collusion affidavit.
  - Statement listing of litigation and/or claims related to past projects for the past ten (10) years.
  - Ability to fulfill the indemnification and insurance requirements contained in Exhibit C of the Agreement, attached hereto and incorporated herein by reference. Please note that actual certificates of insurance are not required as part of your submittal.
  - Proof of DIR Registration and County Vendor Registration.
  - Retention of Proposal. All proposals will become the property of the County. Proposals shall not be returned to the Proposer.

## 9. EVALUATION PROCESS

Proposals will be evaluated by a selection committee, and the Proposers submitting the most highly rated proposals may be invited for interviews. The following evaluation criteria and rating schedule will be used to determine the Proposer that provides the best value. The County may consider other criteria it deems relevant.

	<b>Evaluation Criteria</b>	<b>Maximum Possible Points</b>
A.	Completeness of Summary of Qualifications (SOQs) Submission- SOQ's should describe comprehensive services and should respond to each of the items set forth in this RFQ/P.	15
B.	Personnel Experience and Qualification- Evaluation of the list of personnel specifically assigned to the proposed Project, including their qualifications, overall experience, and recent experience on projects of similar nature and complexity to the proposed Santa Barbara North Branch Jail Expansion Project.	25
C.	Depth and Quality of Respondent's Performance - Qualifying background and relevant experience of Proposer on projects of similar nature and complexity as the proposed Santa Barbara North Branch Jail Expansion Project; evaluation of client references (whether included in the proposal or not); overall responsiveness to County's solicitation.	25
D.	Technical/Management Approach - Evaluation of Proposer's strategy for completion of the proposed Santa Barbara North Branch Jail Expansion Project (work plan, time schedule, and resource allocation and responsibility matrix).	25
E.	Availability- Evaluation of the workload of Proposer and the staffing to be assigned to the proposed Project.	10
	<b>TOTAL POSSIBLE POINTS</b>	<b>100</b>

## 10. SELECTION PROCEDURE

County staff will open proposals following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Proposers submitting proposals. The contents of all proposals, and any other medium which discloses any aspect of the proposal, shall be held in strictest confidence until the County releases a Notice of Intent to Award. Proposals will be reviewed for responsiveness. A selection committee will then evaluate proposals in accordance with the above criteria.

The Proposer(s) submitting the highest rated proposals may be invited for an interview. Interviews will be conducted in the County's sole discretion. County reserves the right to select the most qualified Proposer solely on the contents of such Proposer's proposal. If County chooses to interview a Proposer, such Proposer's proposed Project Manager shall represent such Proposer at such interview. After evaluation of all interviews, if any, the Committee will recommend the Proposer with the highest overall value, based on evaluation score and interview, for approval by the Board of Supervisors.

The County expects to enter into contract negotiations with the top-ranked Proposer, during which time the County and such Proposer will resolve any necessary issues that need to be addressed prior to entering into the Agreement. Upon successful completion of such negotiations and discussions, the County and the selected proposer shall enter into an agreement. If, in the sole judgment of the County, these negotiations are not successful, the County reserves the right to enter into negotiations with other proposers, proceeding in the order of their initial ranking.

County reserves the right to accept a proposal without further discussion of the proposal with the Proposer. Therefore, each Proposer should submit its proposal reflecting the terms most favorable to the County that such Proposer may propose.

County reserves the right to award a contract to the Proposer who, in the sole judgment of County, presents the most favorable response to this RFQ/P pursuant to the evaluation criteria indicated above.

County reserves the right to reject any or all proposals, to waive minor irregularities in proposals, and/or to negotiate minor deviations from the form of Agreement attached hereto.

In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern. County shall be the sole judge of the materiality of any proposal defect or irregularity.

**Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ/P prior to submitting a proposal.**

## 11. ASSURANCE OF DESIGNATED PROJECT TEAM

The Proposer shall assure that the designated staff, including subconsultants, are used for the work described in this RFQ/P. Departure or reassignment of, or substitution for, any member of the proposed Project team or subconsultant(s) designated in the proposal are prohibited without the prior written approval of County in each instance.

## 12. GENERAL TERMS AND CONDITIONS

**Standard Contract:** Upon completion of the evaluation and recommendation for award, the selected Proposer will be required to execute a Form of Agreement attached hereto as Exhibit A and incorporated herein by reference ("Agreement"). Proposers are advised to carefully review the attached Agreement. Proposers should familiarize themselves with the Agreement and expect to execute the Agreement in the form attached hereto without any modifications or changes.

**Non-Collusion:** Proposers submitting proposals shall certify and warrant that their proposal is made without any previous understanding, agreement, or connection with any person, firm, corporation, or other entity submitting a separate proposal for the same Project, and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by Proposers who have partnered with others to submit a cooperative proposal that clearly identifies a primary Consultant and the associated sub-consultant.

**Indemnification and Insurance Requirements:** County's standard indemnification and insurance requirements are provided in Exhibit D of the Agreement, attached hereto and incorporated herein by reference.

## 13. REJECTION OF PROPOSALS

Prospective Proposers interested in being considered must submit a proposal in compliance with this notice. **Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ/P prior to submitting a proposal.**

Any waiver by County of an immaterial/minor deviation shall in no way modify the RFQ/P documents or excuse the Proposer from full compliance with the Agreement requirements if such Proposer is awarded the contract.

## 14. VALID OFFER

Proposals shall remain valid for ninety (90) days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFQ/P.

This RFQ/P does not constitute a contract or an offer of employment. The cost of preparing proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned.

## **15. COUNTY'S RIGHTS**

The County reserves the right to:

1. Request clarification of any proposal information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. Interview Proposers prior to award.
8. To request additional information during an interview.

## **16. CONTRACT AWARD**

It shall be recommended that the Proposer whose proposal best meets the needs of the County be awarded the contract pursuant to the Agreement. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such a determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the Agreement and related documents.

Response and selection of a proposal will not necessarily result in a contract with the County of Santa Barbara. Proposal opening does not constitute awarding of a contract. Contract award is by action of the Santa Barbara County Board of Supervisors and is not in force until fully executed by Proposer and the Santa Barbara County Board of Supervisors.

## **17. CONFLICT OF INTEREST**

Each Proposer warrants and covenants that no official or employee of the County, or 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 Agreement, and that no such person will be employed in the performance of such Agreement without Proposer's prior written disclosure to the County of each such fact. Each Proposer's proposal shall contain a statement to the effect that such Proposer is not currently committed to another project that would constitute a conflict of interest with the Project defined in this RFQ/P.

## **18. PUBLIC RECORDS REQUEST**

All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of California Government Code Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposals of Proposers who designate any part of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a CM. If a Proposer believes that such Proposer has a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within their proposal, such Proposer must specify all such information, together with the legal basis of their claim in such proposal and present such information separately as part of their proposal package.

Determinations regarding the validity of Proposer claims of confidentiality shall be made by the County in its sole discretion. If the County determines that information designed by a Proposer in its proposal as confidential or proprietary does not meet the criteria for confidentiality, such Proposer will be notified accordingly, and such information shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information in a proposal that is marked as proprietary, County will notify such Proposer of the request for disclosure. Such Proposer shall have sole responsibility for the defense of its proprietary designation of such information. Failure to respond to such notice and enter into a written agreement duly executed by such Proposer and County providing for Proposer's defense and complete indemnification of, and reimbursement for all costs incurred by, the County in any action to compel the disclosure of such information, shall constitute a complete waiver of any confidentiality rights of such Proposer regarding the information designated by such Proposer as proprietary or confidential, and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

## **19. BUSINESS LICENSE REQUIREMENT**

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of Santa Barbara County without possessing a County business license unless exempt under County Code Sec. 22-73. Contact the Tax Collector's Office at 105 East Anapamu Street, Santa Barbara, 93101, or phone (805) 568-2920, for further information. It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers shall be required to possess a County business license upon award of Agreement.

## **20. DBE Obligation**

Proposer agrees to ensure that that minority and women-owned business enterprises, as defined in 49 CFR Part 26 ("DBEs") have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part funds provided under the Agreement. In this regard, Proposer and all subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Proposer and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the Agreement and contracts entered into in connection with the Agreement.

## **21. Title VI of the Civil Rights Act of 1964**

Proposer agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000(d)).

## **22. Equal Employment Opportunity**

In connection with the performance of this Agreement, Proposer shall not discriminate against any employee or applicant for employment because of race, color, age, creed, 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.

## **23. Americans With Disabilities Act (ADA) Provisions:**

To comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the County representative listed in this RFQ/P. In order to ensure Proposer's proposal is in compliance with federal ADA guidelines, Proposers should review the federal ADA guidelines.

## **24. Protest Procedures and Dispute Resolution Process:**

### 1. Purpose and Applicability

The procedures described in this section have been established to ensure uniform, timely, and equitable consideration of all complaints received by the County concerning its procurement activities.

The following protest procedures shall be employed for procurements conducted by the County. Such protests shall be applicable only to procurements wherein the County requests bids, proposals, or offers for goods or services financed in whole or in part by public funds.

### 2. Definitions

The following definitions apply to terms used in this section:

1. Days: Unless otherwise specified, refers to County working days.
2. File or Submit: Refers to the date of receipt by the County.
3. Interested Party: All bidders or proposers involved in a County procurement. This may also include a subcontractor or supplier who shows substantial economic interest in a provision of the RFP, or in the interpretation of such provision.
4. Bid: Refers to and includes: i) the terms "offer" and "proposal" as employed in this document; ii) sealed bids; iii) competitive negotiation, and; iv) non-competitive negotiation.

### 3. Basis for Protest

If in the course of a procurement action an interested party has reason to believe that: a) free and open competition does not exist, or; b) the County solicitation documents contain restrictive specifications, such party may file a protest in accordance with the procedures described herein.

In addition to the above, protests may be filed based upon the following factual or alleged circumstances:

1. Violation of federal, state, or local law or regulation;

2. Sole source procurements;
3. Failure to adhere to evaluation criteria set forth in solicitation documents, or use of additional criteria not so published;
4. Changes to evaluation criteria made during the evaluation process;
5. Local or DBE preferences; or
6. Provision of inadequate time to prepare a proposal.

Protests of County procurements filed by interested parties shall be considered in two general categories: 1) those filed prior to contract award, and; 2) protests occurring after contract award.

#### 4. Pre-Award Protests

The following procedures shall be followed for all protests filed prior to award of contract:

1. Protests must be filed no later than five (5) days prior to the date established in the solicitation for receipt of bids or proposals. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the pre-award protest.
2. Protests must be submitted in writing to the attention of the Agency Contact Person. The written protests shall include:
  - a. The name, address, and telephone number of the protestor;
  - b. The title of the County solicitation;
  - c. A statement of the grounds for the protest, accompanied by all supporting documentation. All grounds must be fully supported with documentation; and,
  - d. The resolution sought from the County by the protestor.
3. The Agency Contact Person shall receive the protest and issue written notification to the protestor within (5) five days that the matter is undergoing review. The County may provide notice of the protest in writing to all known recipients of solicitation documents.
4. Procurement activity shall be suspended pending resolution of a protest unless one or more of the following conditions exists:
  - a. The goods or services being procured are urgently required;
  - b. Delivery or performance will be unduly delayed by failure to make an award promptly;
  - c. Failure to make prompt award will result in termination of a critical County function or activity or otherwise cause undue harm to the County; or,
  - d. The General Services Director prepares a written finding that such protest is clearly frivolous in nature, and therefore does not warrant a disruption of the procurement process.
5. The Agency Contact Person shall be responsible for making a written determination that circumstances require the County to proceed with procurement during a pending protest. Unless such determination is made, the procurement shall be suspended pending resolution of the protest. The Agency Contact Person may provide all parties known to have received solicitation documents notice of such suspension in writing.
6. All protests received within the specified period shall be examined by the Agency Contact Person, who shall evaluate the matter and, within seven (7) calendar days, forward a recommendation concerning its disposition to the General Services Director. No additional material shall be accepted for consideration during the protest review unless specifically requested in writing by the County.
7. If applicable, the Agency Contact Person may attempt to resolve the protest with the protestor. If after receipt of recommendations from the Agency Contact Person, the General Services Director elects to a) not attempt such resolution, or b) resolution is

attempted but not achieved, the protesting parties may appeal to the Board after thirty (30) calendar days and within thirty-five (35) calendar days after receipt of the protest submittal. Failure to appeal to the Board shall be a waiver of any other rights under the County Protest Procedures. For these purposes, "resolution" shall mean the written withdrawal of a protest by the originating party.

8. The Board shall formally consider the protests at a public meeting within forty-five (45) calendar days after the date on which the matter was appealed to the Board, or at the next regularly scheduled Board meeting if exceeding the 45-day period. The Board may elect to appoint a subcommittee to review the protest and make a recommendation to the Board at the public meeting. Protesting parties shall be notified in writing of the date on which their matters shall be considered by the Board. Such parties shall be afforded an opportunity to present their case at the Board meeting.
9. The Board shall then make a formal decision on such protests at a public meeting. The decision of the Board, along with a formal record of the protest, shall become a matter of public record, and shall be considered final. The Agency Contact Person shall notify the protestor in writing of any protest decision made by the Board. Except under conditions described in item 4 above, such decision by the Board shall be made prior to award of any contract related to the subject procurement.
10. Should the Board deny the protest, the County may proceed with the procurement process. If the decision of the Board is to uphold the protest, then the County shall proceed pursuant to Board direction.
11. No court shall maintain subject matter jurisdiction prior to completion of the administrative process described herein.

#### 5. Post-Award Protests

Protests received after award of contract shall be considered only if received within five (5) days following the date on which the Board or General Services Director's award recommendation is made. Post-award protests received after that time shall not be considered. Protest information requests and follow-up arguments that are submitted after the protest submission deadline, will not be considered to be part of the protest by the County.

Post-award protests shall be processed in the same fashion as that employed for pre-award protests. However, the award shall remain valid and procurement activities shall continue unless the Public Works Director determines in writing that suspension of such award is necessary pending protest resolution. In that event, the awardee shall be so notified in writing, and the Agency Contact Person shall effect an agreement with the Contractor for suspension of activity.

**COUNTY OF SANTA BARBARA  
GENERAL SERVICES DEPARTMENT  
CAPITAL PROJECTS DIVISION**



**EXHIBIT A  
FORM OF AGREEMENT**

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## **PROFESSIONAL SERVICES AGREEMENT**

Between

**THE COUNTY OF SANTA BARBARA**

And

**{CONSULTANT}**

For

**{DESCRIPTION OF SERVICES (e.g. PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES, PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES)}**  
**{PROJECT NAME}**  
**{PROJECT LOCATION}**

**PROJECT NUMBER: {PROJECT NO.}**



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County of Santa Barbara: General Services  
**Capital Division**

**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
**PROFESSIONAL {TYPE OF SERVICE} SERVICES**

This Professional Services Agreement (“Agreement”) is entered into by and between THE COUNTY OF SANTA BARBARA (“Owner” or “County”) and {CONSULTANT NAME}, a {ENTITY TYPE} (e.g., corporation) and state of formation) (“Consultant” or “Contractor” and, together with County, collectively, the “Parties” and each individually a “Party”).

**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 planning consulting services to Owner in connection with {PROJECT TITLE} (“Project”); and
- 1.02 **WHEREAS**, Consultant was selected by means of the County’s qualifications-based selection process, and represents itself as a professional having the requisite qualifications, licenses and agrees to perform the Services defined herein.

**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 for the performance of the Services specified in the SOW and Attachment 1 shall not exceed [ ] dollars (\$NUMERIC VALUE) (“Base Contract Amount”). The sum of all payments made to Consultant for the performance of Supplemental Services performed pursuant to a duly executed Change Order in accordance with Part 10.03 below shall not exceed the Supplemental Services Amount set forth in Section 1.c of Exhibit C, attached hereto (“Supplemental Services Amount”). In no event shall the aggregate amount of all payments made by the County hereunder exceed the Maximum Compensation Limit specified in Section 1.d of Exhibit C, attached hereto (“Maximum Compensation Limit” or “MCL”). If Consultant performs services or incurs expenses beyond the Base Contract Amount before execution of a Change Order for Supplemental Services in accordance with Part 10.03, or in excess of the 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 {NUMBER OF DAYS, MONTHS, OR YEARS} thereafter, unless earlier terminated in accordance with the provisions of this Agreement (“Term”).

**2.04 Scope**

- A. The services (“Services”) and deliverables (“Deliverables”) described in “Consultant’s Scope of Work & Hourly Rates,” attached hereto as Exhibit A and Attachment 1 and incorporated herein by reference (Exhibit A and Attachment 1, collectively, the “SOW”), establish the extent of the



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Services and Deliverables that may be authorized by the Owner's Project Manager ("OPM") hereunder.

### **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 filing prepared by Consultant that is required for the performance of the Services, and such standard fees as are charged any governmental Agency for the issuance of approvals and permits by such governmental agency necessary for the performance of the Services.

### **PART 4 - PROJECT SCOPE OF WORK (SOW)**

#### **4.01 Changes in Scope**

- A. 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). 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. If the Director of the County's General Services Department ("Director"), or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3, and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL.
- B. If Consultant contends that there is a material increase in the Service(s) or Deliverable(s) required to complete the Services and requests additional compensation hereunder for the performance of such Supplemental Services, and such increase is not in any way attributable to any act or omission of, or on behalf of, Consultant or any Subconsultant, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of Consultant, and the Director, or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant hereunder may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3 and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL. 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,



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also include a determination of any other Supplemental Services necessary to complete the Project.

- C. If there is a material decrease in the Services or Deliverables required to complete the Services, Consultant 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.

**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 engage any subconsultant(s) in the performance of Services, other than the Subconsultants 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 ensure the performance of 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 Standard of Care.
- B. Funding by Governmental Agencies
  - 1. If the 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 all such Federal, State, and outside funding sources.
- C. HCAI (formally known as OSHPD) Jurisdiction
  - 1. If the Project is within the jurisdiction of the State of California, Department of Health Access and Information ("HCAI" formally known as OSHPD), Consultant's Deliverables and performance of Service must meet all HCAI requirements.
- D. Sequence of Consultant's Services



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1. Consultant's Services shall proceed sequentially as described in the SOW unless otherwise agreed or directed by the Owner via a duly executed Change Order.
  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.
  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 to County hereunder 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 or attended by Consultant in connection with the performance of Services hereunder. This includes meetings that are chaired by the OPM.
  3. The Consultant's compensation for attendance at and preparation of minutes for all such meetings is included in Base Contract Amount.
- 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 via a duly executed Change Order.

**5.04 Basic Services & Deliverables: See Exhibit A**

**PART 6 - CONSULTANT'S SCHEDULE**

**6.01 Schedule**

- A. Consultant shall promptly perform all Services and Deliverables in accordance with the Project schedule approved by 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**



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**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.

**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 includes the maximum aggregate amount of compensation payable by the Owner to Consultant hereunder. Total payment by Owner to Consultant shall not exceed the Maximum Compensation Limit 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 Compensation Schedule
    - a. Compensation payable to Consultant hereunder for Consultant's performance of the Services comprising **{describe tasks/milestones}** as set forth in the SOW shall be on a fixed fee basis upon completion of each such **{Task/Milestone}**, and in the respective amounts for each such **{Task/Milestone}** as set forth in the SOW.
    - b. Consultant's Hourly Rate Schedule, applicable to Supplemental Services, is set forth in the SOW.
  - 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



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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. 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 negligent 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 hereunder, including travel, mileage, copying, printing, plotting, And visualizations are included in the Base Contract Amount and shall not be invoiced more often than monthly.

**10.03 Supplemental 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 Section 1.c of Exhibit C. Consultant shall only commence work other than as set forth in the SOW pursuant to a Change Order duly executed by the Director or his Assistant Director 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 make payments within thirty (30) Days after the OPM’s approval of the Consultant’s correct Payment Request.
- B. Invoices



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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**

- 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 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



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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.

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(s) shall not constitute a breach of this Agreement.

**D.** The rights and remedies provided herein to Owner are cumulative and 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 Deliverables and Services performed and delivered by Consultant and accepted by County, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for such Deliverables, Services, and authorized expenses.
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)



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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.
- 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 agree to attempt to resolve the matter by Mediation.
2. Said Mediation is 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.

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.
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.



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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 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
  2. Titles of Parts or paragraphs; or
  3. Titles of reports or Deliverables; or
  4. Titles of other documents.



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- 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 by or on behalf 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 immediately terminate this Agreement upon written notice to Consultant.

### **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 Deliverables and 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.

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 "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 and all Deliverables provided to County hereunder. 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, including all licenses and permissions as may be necessary for County to use all Deliverables produced by Consultant hereunder. Consultant warrants that no Copyrightable Works and Inventions or any other item provided under this Agreement will



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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.

- B. This Part 13.05 shall survive expiration or termination of this PSA.
- C. Consultant is not entitled to any fees for Owner's use of any Deliverable or instrument of Service unless Owner enters into a separate agreement with Consultant specifically providing for such fees.

### **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**

- 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 electronically and 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



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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 respective representative(s) 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 hereto, together with the Request for Qualifications and Proposals for Project {PROJECT NO.} pursuant to which this Agreement was procured and which is attached hereto as Attachment 1 and hereby incorporated herein by reference ("RFQ/P"), and Consultant's Proposal submitted to County in response to same, a copy of which is attached hereto as Attachment 2 ("Proposal"), 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, whether written or oral.
- 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 and Attachments, the provisions contained in Parts 1 through 18 of this Agreement shall control and prevail over those in the Exhibits and Attachments, other than Exhibit D, 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 Attachment 2), on the one hand, and any other provision(s) of this Agreement, on the other, the provisions of this Agreement (including the RFQ/P) other than Consultant's Proposal shall take precedence and control and prevail.

## PART 17 - EXHIBITS

- A. The following listed Exhibits and Attachments referred to herein are incorporated in this PSA as though set forth in full.
1. Exhibit A, "Consultant's Scope of Work & Hourly Rates"
  2. Exhibit B, "Consultant's Staff & Subconsultants"



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3. Exhibit C, "Consultant's Compensation"
4. Exhibit D, "Indemnification And Insurance Requirements"
5. Exhibit E, "Notices"
6. Exhibit F, "Federal Provisions"
7. Attachment 1: RFQ/P
8. Attachment 2: Consultant's Proposal

*[Signatures appear on the following page.]*



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**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the first date executed by all of the parties hereto.

**County of Santa Barbara**

By: \_\_\_\_\_  
**LAURA CAPPS, CHAIR**  
**BOARD OF SUPERVISORS**

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

**CONSULTANT:**  
**{CONSULTANT INFORMATION}**

By: \_\_\_\_\_  
Deputy

By: \_\_\_\_\_  
Name:  
Title:

**APPROVED AS TO FORM:**  
RACHEL VAN MULLEM  
COUNTY COUNSEL

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

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
GREGORY MILLIGAN  
RISK MANAGER

**RECOMMENDED FOR APPROVAL:**  
KIRK LAGERQUIST, DIRECTOR  
GENERAL SERVICES DEPARTMENT

By: \_\_\_\_\_  
Risk Manager

By: \_\_\_\_\_  
Department Head

**END OF AGREEMENT**



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**EXHIBIT A**

**SCOPE OF WORK; HOURLY RATES**

Consultant shall perform all of the following services set forth in this Scope of Work ("Services") in exchange for the fixed fee Base Contract Amount set forth in the table below and in Section 1.a of Exhibit C, below, which shall include all overhead, administrative costs, and profit.

**SCOPE OF WORK:**

**Base Contract Amount Compensation Schedule:**

[Specify milestones and amounts payable for completion of each milestone in not-to-exceed amounts]

**Rate Schedule for Supplemental Services:**

The following hourly rates, which include all overhead, administrative costs, and profit, shall apply to any and all Supplemental Services performed during the Term in accordance with duly executed Change Orders.

[Insert hourly rate schedule for SS]



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**END EXHIBIT A**



**EXHIBIT B**

**CONSULTANT'S STAFF & SUBCONSULTANTS**

- A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be {insert name of Consultant employee}. Consultant declares that Consultant's Project Manager shall be {insert name of Consultant employee}.
- B. Consultant will only employ subconsultants identified in the Consultant's Proposal submitted in response to the County's RFQ/P for this project (each, a "Subconsultant"), as set forth below, and each Subconsultants 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 contracts to Owner.
- C. None of the Staff or Subconsultants specified in this Agreement shall be replaced without the prior written approval of the Director, or his Assistant Director designee, in each instance. 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 the OPM, Consultant shall, within fifteen (15) calendar days, remove that person from the Project and provide a qualified replacement acceptable to Owner, and subject to Owner's prior written approval.

**List of Consultant's Staff**

{Insert}

**List of Subconsultants:**

{Insert}

**END EXHIBIT B**



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**EXHIBIT C**

**CONSULTANT'S COMPENSATION**

**1. COMPENSATION SUMMARY**

a.	Consultant's <b>Fixed Fee</b> for the performance of all of the <b>Services</b> described in <u>Exhibit A ("Consultant's Scope of Work")</u> shall be:	
	Base Contract Amount:	
	<b>SUBTOTAL: Base Contract Amount</b>	
b.	<b>Allowance for Reimbursable Expenses pursuant to Part 10.02</b>	<b>\$0</b>
c.	Supplemental Services Allowance for Supplemental Services that may be authorized by the Owner in writing pursuant to a duly executed <b>Change Order</b> issued during the Term in accordance with Part 10.03, above.	<b>\$</b>
d.	<b>MAXIMUM COMPENSATION LIMIT (a+b+c)</b>	<b>\$</b>

**2. PROGRESS PAYMENTS**

- a. For the **Base Contract Amount**, progress payments will be on a **FIXED FEE** basis for completion of each of milestone in accordance with Exhibit A.
- b. For Consultant compensation payable hereunder in terms of an **HOURLY FEE** (i.e., for Supplemental Services performed in accordance with duly executed Change Order(s)), 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, above, (**Consultant must include substantiating documentation for each payment request hereunder, including a breakdown of the staff hours for particular tasks performed as a task-fee breakdown**)
- c. Only invoices identifying personnel listed in Exhibit A or B, above, will be accepted by Owner as valid substantiation for hourly fee payment requests.
- d. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period. including, but not limited to, all completed milestones and deliverables.

**END EXHIBIT C**



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**EXHIBIT D**  
**Indemnification and Insurance Requirements**  
**(For Design Services)**

**INDEMNIFICATION**

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

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

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

**INSURANCE**

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

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions



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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used.
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors, including, but not limited to, Subconsultants, maintain, at all times during the Term, insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors and Subconsultants.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made



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basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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

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

**END EXHIBIT D**



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**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, 2<sup>nd</sup> Floor)  
Santa Barbara, CA 93101

Attention: John Green, Capital Division Chief, General Services Department  
(805) 568-934-6229/ jlgreen@countyofsb.org

b. **Consultant:**

{INSERT CONSULTANT INFORMATION}

**END EXHIBIT E**



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**ATTACHMENT 1**

**RFQ**



**ATTACHMENT 2**

**Proposal**



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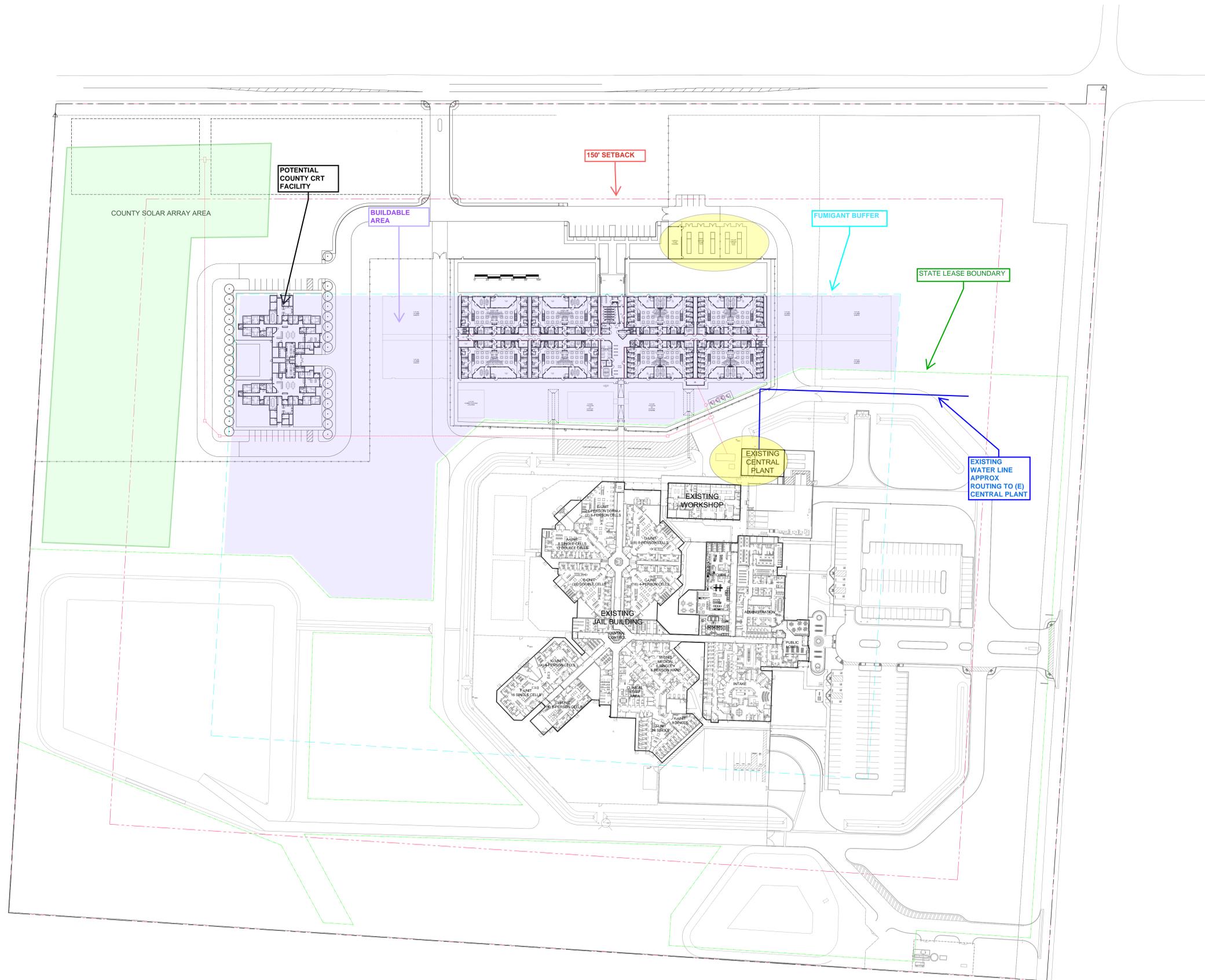
**COUNTY OF SANTA BARBARA  
GENERAL SERVICES DEPARTMENT  
CAPITAL PROJECTS DIVISION**



**ATTACHMENT A  
NORTH BRANCH JAIL EXPANSION  
CONCEPT SITE PLAN**

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County of Santa Barbara: General Services  
**Capital Division**

**RFQ # 23040**

**North Branch Jail (NBJ) Expansion  
Construction Management Services RFQ**

**ADDENDUM #1**

November 12, 2025

The following information is hereby incorporated into RFQ #23040. All addenda shall be acknowledged in vendor proposals. Unless specifically changed via addenda, the submission date for this RFQ shall remain unchanged.

## **SUMMARY OF CHANGES**

- Item 1.1:** The Bid Walk Sign-in sheet is attached. The only firms eligible to propose on this RFQ are those who were in attendance at the Mandatory Bid Walk on 10/30/2025.
- Item 1.2:** Incorporates the additional scope of providing a Community Workforce Agreement (CWA) Coordinator into the Scope of this RFQ as an additional service. The cost for this additional scope shall be submitted as a separate line item in the cost proposal. The County may elect to include/not include this service as part of the final Agreement. Attached to this Addendum is a copy of the County CWA and the Scope of Services requested by the County for the CWA Coordinator.
- Item 1.3:** Provides the Conceptual Floor Plan (first floor and tier level) attachments as requested in Question #9 for reference.
- Item 1.4:** Incorporates the following Questions and Responses received on Public Purchase into this RFQ:  
#1 through #11  
Questions and Responses are publicly viewable on the Public Purchase website and attached herein. It is anticipated that all current and future Questions and Responses will be incorporated into an Addendum.
- Item 1.5:** Extends the **Deadline for Questions** regarding this RFQ until **5:00PM TUESDAY November 18<sup>th</sup>** to accommodate review of the CWA Scope added in Item 1.2 above and/or any other questions/clarifications required. If additional questions and/or clarifications are required, an Addendum will be issued by close of business on Friday November 21<sup>st</sup>.

**END ADDENDUM #1 SUMMARY OF CHANGES  
ATTACHMENTS FOLLOW**



# CM Services Pre-Proposal Site Walk Sign-In

**DATE:** October 30, 2025

**TIME:** 11:00 AM – 12:00 PM

**LOCATION:** Santa Barbara County North Branch Jail, 2301 Black Road, Santa Maria, CA 93455

**SUBJECT:** NBJ Expansion – CM Services Pre-Proposal Site Walk

Meeting Attendees:			
LAST	FIRST	COMPANY	EMAIL ADDRESS
TYNAN	JOHN	TYNAN GROUP	JOHN@TYNANGROUP.COM
Whitehead	Steve	STV	steven.whitehead@stvinc.com
Erhardt	Ian	MAAS	ianerhardt@maascd.com
Murphy	Scott	Vanir	scott.murphy@vanir.com
Mahlman	Sarah	Vanir	sarah.mahlman@vanir.com
Senon	Lee	APSI	lee.senon@apsicm.com
CARRION	NESTOR	APSI	nestor.carrion@apsicm.com
Olsen	Craig	A&E COM	craig.olsen@aecom.com
11:00 AM	Start	time	



121 Gray Avenue, Suite 300  
Santa Barbara, California 93101

John Tynan  
*Chairman & CEO*

805.679.7555 Office  
805.689.1585 Mobile

JTynan@TynanGroup.com  
www.TynanGroup.com

**Steven Whitehead, PE, CCM**  
Project Executive  
PM/CM

steven.whitehead@stvinc.com  
(c) 916.633.9673  
stvinc.com



PM-CM SERVICES

**Ian Erhardt**  
Chief Operating Officer/  
Executive Vice President

949.677.6387  
ianerhardt@maasco.com

100 Bayview Circle  
Suite 3600  
Newport Beach, CA 92660

www.maasco.com



**Craig Olsen, CCP, PSP, CCM**  
Project Manager

213 593 8100 tel  
805 469 7979 mobile

craig.olsen@aecom.com

AECOM  
300 South Grand Ave.  
Los Angeles, CA 90071

www.aecom.com

**Sarah Mahlman**  
Business Development  
Coordinator

C 559-519-2497  
sarah.mahlman@vanir.com  
735 Tank Farm Road, Suite 230  
San Luis Obispo, CA 93401



vanir.com

**Scott Murphy, CCM**  
Central California  
Area Manager

C 559-801-1569  
scott.murphy@vanir.com  
735 Tank Farm Road, Suite 230  
San Luis Obispo, CA 93401



vanir.com

**Lee Sehon, BSCM, MBA, JD**  
VICE PRESIDENT, DIRECTOR OF  
GROWTH



(310) 863-1668  
lee.sehon@qpsicm.com





**COMMUNITY WORKFORCE AGREEMENT-COMPLIANCE DUTIES  
COMMUNITY WORKFORCE COORDINATOR**

**SCOPE OF WORK**

**COUNTY PROJECT #23040 - NORTH BRANCH JAIL EXPANSION**

## **1.0 BACKGROUND**

The County entered into a Community Workforce Agreement with the Tri Counties Building & Construction Trades Council beginning on December 2, 2022. This agreement shall apply when the engineer's estimate for construction is over \$10,000,000. This applies to all work performed under contract for construction, reconstruction, replacement, or improvement (excluding Maintenance and Repair) of public infrastructure as defined in County of Santa Barbara's Community Workforce Agreement Resolution and all subcontracts.

## **2.0 SCOPE OF WORK**

The scope of Community Workforce Coordinator is to identify critical operations and perform necessary obligations found in Attachment A "County of Santa Barbara Community Workforce Agreement", (CWA) for the Project.

### **4.1 General**

- A. Coordinate and facilitate Pre-Job conference with contractor and all subcontractors.
- B. Coordinate and communicate updates and reports identified in the CWA as required, but not less than once per month.
- C. Monitor and enforce all provisions of the CWA.
- D. Report using a comprehensive plan that facilitates the intent and purpose of the CWA.
- E. Provide services through the bidding, construction and closeout for the Project.

### **4.2 Project Objectives and Deliverables**

- A. Develop and implement procedures promptly for the identification of craft needs, scheduling of work to facilitate the utilization of available craft workers and to secure the services of craft workers in sufficient numbers to meet the high demands of the Project.
- B. Implement plan and coordinate with the Union to provide opportunities for local contractors and suppliers to participate in the Project.
- C. Monitor and maintain adequate records for Letter of Assent requirements.
- D. Monitor and maintain adequate records for Core Worker requirements.
- E. Coordinate with the Unions and Contractors in the administration of this Local Area resident preference.
- F. Develop plan to monitor, enforce, and maintain adequate records of all wages and benefits under this Project for compliance.
- G. Assist in identifying, enforcing, and settling any potential violations or breach of the CWA.
- H. Oversee and process grievances and disputes according to Articles 9 and 6 in the CWA.
- I. Monitor and enforce compliance by all Contractors and subcontractors with all federal and state law regulations that may apply to the Project.
- J. Develop a plan to encourage maximum utilization of apprentices and overall supply of experienced workers.
- K. Schedule meetings with committee and County staff, develop agenda topics, and keep meeting minutes. Agendas shall include at a minimum, Agreement administration, progress of the Project, general labor management problems, and quarterly reports on apprentice utilization and training.

## **3.0 OTHER PROJECT CONSULTANTS**

The County may contract with separate consultants as necessary for related work. It is expected the firm selected as part of this RFQ/P will work with the County to coordinate any related work scope.

COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN

THE COUNTY OF SANTA BARBARA

AND

THE TRI COUNTIES BUILDING & CONSTRUCTION

TRADES COUNCIL, AFL-CIO

AND

THE SIGNATORY CRAFT COUNCILS AND UNIONS

*To be considered by the Board of Supervisors on 12/2/2022*

*If approved on 12/2/2022 will be effective on 4/1/2023*

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## **COUNTY OF SANTA BARBARA COMMUNITY WORKFORCE AGREEMENT**

This Community Workforce Agreement (hereinafter, “Agreement”) is entered into by and between the County of Santa Barbara and its successors or assigns (herein together with the Santa Barbara County Flood Control and Water Conservation District, Santa Barbara County Water Agency, Laguna County Sanitation District, and Santa Barbara County Fire Protection District, collectively, the “County”), the Tri Counties Building & Construction Trades Council, AFL-CIO (the “Trades Council”), and the Craft Councils and Unions signing this Agreement (hereinafter together with the Trades Council, collectively, the “Unions”). This Agreement establishes the labor relations guidelines and procedures for the County and for the Contractors and craft employees represented by the Unions and engaged in Project Work. The County, Trades Council and Unions are hereinafter referred to herein, as the context may require, as “Party” or “Parties.”

The Parties to this Agreement understand that if this Agreement is acceptable to the County, the policy of the County will be for the Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (defined below), and to require each of its subcontractors, of whatever tier, to become bound. The County shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the County.

The County shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and crafts persons working under it, and the residents of the County. The County shall therefore designate a “Community Workforce Coordinator,” either from its own existing staff, hire a new staff member or an independent contractor acting on behalf of the County, who will, with the support of the Contractors and Unions, monitor compliance with this Agreement; assist, as the authorized representative of the County, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

The term “Apprentice” as used in this Agreement shall mean those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California, and the Federal Department of Labor to the extent required by any Project funding source.

The term “Contractor” as used in this Agreement includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an Independent Contractor has entered into a contract with the County with respect to the Project Work, or with another Contractor as a subcontractor of whatever tier utilized by any such Contractor for Project Work. Contractor may also be referred to as Employer in this Agreement.

The term “Joint Labor/Management Apprenticeship Program” or “Approved Apprenticeship Programs,” as used in this Agreement means a joint Union and Contractor

administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California, and the Federal Department of Labor to the extent required by any Project funding source.

The term “Local Area Resident” as used in this Agreement means a qualified person whose principal residence is located within Santa Barbara, Ventura and San Luis Obispo counties, as is more fully described in Section 3.5.1 of this Agreement.

The term “Letter of Assent” as used in this Agreement means the document that each Contractor (of any tier) must sign and submit to the Community Workforce Coordinator and copied to the Trades Council, before beginning any Project Work, which formally binds them to adhere to all applicable forms, requirements and conditions of this Agreement, in the form of the letter attached hereto as Attachment B.

The term “Project” as used in this Agreement means any individual construction project that is included within the definition of Project Work.

The term “Project Work” as used in this Agreement means the renovation, rehabilitation, repair, retrofit, upgrade, reconstruction, replacement, improvement and construction work performed under contract, as further described in Section 2.2 of this Agreement and in the Santa Barbara County Community Workforce Agreement Resolution.

The term “Maintenance and Repair” means work for the repair, restoration, rehabilitation, or preservation of the condition of an existing facility or structure that is not for the purpose of increasing size or capacity, or an alteration to accommodate a new or different use, including, for example and without limitation; repair, repaving, resurfacing, or restriping of streets; repair and replacement of existing sidewalks and paseos; installation of driveways; installation of curb ramps and other accessibility features as required by the Americans With Disabilities Act or similar statute; replacement, repair or rehabilitation of existing infrastructure; repainting, resurfacing, reroofing of buildings; replacement of windows, doors, electrical wiring, or plumbing; replacement of existing turf or landscape.

The terms “Master Labor Agreements” or “MLAs,” as used in this Agreement, means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement which are specifically identified in Attachment A to this Agreement.

The term “Signatory Contractor” means any Contractor who is a signatory to an existing Master Labor Agreement with a Union signatory to this Agreement. All other Contractors are considered “Non-signatory Contractors.”

The term “Subscription Agreement” means the contract between a Contractor and a Union’s Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of MLA.

The Unions and all Contractors agree to abide by the terms and conditions of this Agreement and agree that this Agreement represents the complete understanding of the Parties. No Contractor is or will be required to sign or otherwise become a party to any other collective bargaining agreement with a signatory Union as a condition of performing work within the scope of this Agreement.

The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

## **ARTICLE 1 INTENT AND PURPOSE**

Section 1.1 Identification and Retention of Skilled Labor and Employment of Local Area Residents: The construction and capital improvement work scheduled to be performed by the County will require large numbers of craft personnel and other supporting workers. The parties understand and intend to use the opportunities provided by the Project Work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal apprenticeship programs, or outreach programs to the community describing opportunities available as a result of the Project Work), the interest and involvement of Local Area Residents in the construction industry; assist them in entering the construction trades, and through utilization of the approved apprenticeship programs, provide training opportunities for those Local Area Residents and other individuals wishing to pursue a career in construction. Further, with assistance of the Community Workforce Coordinator, the County, the Contractors, the Trades Council, the Unions and their affiliated regional and national organizations, will work jointly to develop and implement procedures promptly for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and to secure the services of craft workers in sufficient numbers to meet the high demands of the Project Work.

Section 1.2 Encouragement of Local Area Contractors: The Project Work will provide many opportunities for local contractors and suppliers to participate, and the parties therefore agree that they will cooperate with all efforts of the County, the Community Workforce Coordinator, and other organizations retained by the County for the purpose of encouraging and assisting the participation of such businesses in Project Work. The parties intend and will cooperate to ensure that the provisions of this Agreement do not inadvertently establish impediments to the participation of Local Area Residents and Contractors and will expend every effort to support local referral capabilities.

Section 1.3 Project Cooperation: The parties recognize that the construction to take place under this Agreement involves unique and special circumstances which dictate the need for the parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods, and practices. The smooth operation and cost effective, successful and timely completion of the work is vitally important to the County. The parties therefore agree that maximum cooperation among all parties involved is required; and that with construction work of this magnitude, with multiple contractors and crafts performing work on multiple sites over an extended period of time, all parties agree to work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity and timely completion of Project Work.

Section 1.4 Workers' Compensation Carve-out: Further, the parties recognize the potential which the Project may provide for the implementation of a cost-effective workers' compensation system as permitted by California Labor Code, Section 3201.5, as revised. Should the County request, the Union parties agree to meet and negotiate in good faith with representatives of the County for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the Code.

Section 1.5 Peaceful Resolution of All Disputes: In recognition of the special needs of the Project Work covered by this Agreement and to maintain a spirit of harmony, labor-management peace and stability during the term of this Community Workforce Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the unions agree not to engage in any strike, slowdowns, interruptions, or disruption of Project Work, and the contractors agree not to engage in any lockout, or any other action impairing or impeding the Project Work.

Section 1.6 Binding Agreement on Parties: By executing this Agreement, the County, Trades Council, Unions, and Contractors agree to be bound by each and all of the provisions of this Agreement, and pledge that they will work together in good faith to effectuate the purposes of this Agreement, including but not limited to enhancing opportunities for the participation of Local Area Residents and Contractors.

## **ARTICLE 2 SCOPE OF AGREEMENT**

Section 2.1 General: This Agreement shall only apply to work which is contracted out by the County, as specified in Section 2.2 of this Article, and to be performed by those Contractor(s) of whatever tier that have contracts awarded for said work.

Section 2.2 Specific: The Project Work is defined and limited to:

2.2.1 All work performed under contract for construction, reconstruction, replacement, or improvement (excluding Maintenance and Repair) of public infrastructure as defined in County of Santa Barbara's Community Workforce Agreement Resolution and all subcontracts

used to complete the Project Work and not otherwise excluded from the scope of this Agreement in Section 2.3, below; and

2.2.2 Such additional work as the County may, at its sole discretion, add from time-to-time.

Section 2.3 Exclusions: Items specifically excluded from the Scope of this Agreement include the following:

2.3.1 Work of non-manual employees, including but not limited to: superintendents; administrators; supervisors; time keepers; mail carriers; clerks; office workers; messengers; guards; safety personnel; emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

2.3.2 Equipment and machinery operated by employees of the County;

2.3.3 All off-site manufacture, movement and handling of materials, equipment, or machinery; provided, however, that lay down or storage areas for equipment or material, dedicated solely to the Project or Project Work, and the movement of materials or goods on or between locations on a Project site are within the scope of this Agreement;

2.3.4 All employees of the County, the Community Workforce Coordinator, design teams (including, but not limited to, architects, engineers and master planners), or any other consultants for the County (including, but not limited to, project managers and construction managers and their employees not engaged in manual Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement are not a covered craft under this Agreement. Every employee performing work under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement or a construction contract with a Contractor shall be bound to all applicable requirements of the CWA. Notwithstanding the above, Inspectors working for or hired by or under a contract with the County are not a covered craft under this Agreement.

2.3.5 Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city, or other governmental bodies, or their Contractors or consultants; or by public utilities, or their Contractors or consultants; and/or by the County or its Contractors or consultants for work that is not within the scope of this Agreement;

2.3.6 Off-site maintenance of leased equipment and on-site supervision of such work;

2.3.7 Work required to be performed by the manufacturer's personnel and/or personnel certified by the manufacturer, subject to the conditions provided in this section. Certain equipment and systems of a highly technical and specialized nature may have to be installed at the Project. The nature of such equipment and systems, together with requirements of manufacturer's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired. The

Unions agree to install such material, equipment and systems without incident, or allow such installation to be performed by the manufacturer's employees or a contractor designated by the manufacturer where the Unions are unable to perform such work. If a warranty on the manufacturer's specialty or technical equipment or systems purchased by the County requires that the installation and/or programming of such specialty or technical equipment or system be performed by the manufacturer's own personnel or a contractor certified by the manufacturer, and there are no Union signatory contractors certified or authorized by the manufacturer to install and/or perform such work, then such installation and or programming shall not be covered under this Agreement. The Contractor shall notify the Unions at the pre-job conference of the use of this provision and shall provide copies of the written warranty that require that the work be performed by the manufacturer's own personnel or a contractor certified by the manufacturer, to the affected Union. When the warranty does not require installation or programming by the manufacturer's own personnel or a contractor certified by the manufacturer, the Unions agree to perform and install such work under the supervision and direction of the manufacturer's representative;

2.3.8 Non-construction support services contracted by the County, Community Workforce Coordinator, or Contractor in connection with this Project;

2.3.9 Off-site laboratory work for testing;

2.3.10 The movement and placement of furniture, fixtures and equipment owned or controlled by the Owner; however, the installation of office furniture, fixtures and equipment that is attached to the realty shall be covered by this Agreement;

2.3.11 All work for Maintenance and/or Repair;

2.3.12 Work on a Project performed as a result of a threat to life, limb or property or another emergency requiring immediate action; and

2.3.13 All work related to design, installation and programming of Supervisory Control and Data Acquisition (SCADA) systems or similar systems for the automation and monitoring of facilities after the initial installation of conduit and wiring under the provisions of this Agreement.

Section 2.4 After installation by the Contractor(s) and upon issuance of a notice of completion, it is understood the County reserves the right to perform start-up, operation, repair, maintenance or revision of equipment or systems with persons of the County's choice. If required, the service representative may make a final check to protect the terms of a manufacturer's guarantee or warranty prior to start-up of a piece of equipment.

Section 2.5 Awarding of Contracts:

2.5.1 The County and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts for Project Work to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties,

provided only that such Contractor is ready, willing and able to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent, and to require each of its subcontractors, of whatever tier, to become similarly bound should such Contractor be awarded work covered by this Agreement. The County shall reference this Agreement in all bid notices and contracts for Project Work.

2.5.2 Subject to section 2.6, below, it is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Agreement, and shall evidence their acceptance by the execution of the Letter of Assent prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance of Project Work covered under this Agreement, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent executed by it to the Community Workforce Coordinator and copied to the Trades Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

Section 2.6 Coverage Exception: This Agreement shall not apply to any project if the County receives funding or assistance in whole or in part from any Federal, State, local or other public entity for the project that includes a requirement, condition or other term of receiving that funding or assistance that the County not require bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. If the County receives funding or assistance from any Federal, State, local or other public entity for a project and such funding prohibits the use of any part of this Agreement, the parties shall meet and discuss the issue. The County will make every effort to establish the enforcement of this Agreement, as may be modified pursuant to this section, with any governmental agency or granting authority and the Unions agree to jointly defend and support any needed revision which will allow the application of this Agreement to such Project.

Section 2.7 Master Labor Agreements (MLA):

2.7.1 The provisions of this Agreement, including the Master Labor Agreements (hereinafter "MLAs") in effect as of the Effective Date of this Agreement which are incorporated herein by reference, shall apply to the work covered by this Agreement. However, this Agreement supersedes the MLAs between any of the Contractors performing construction work on a Project and a Union signatory thereto to the extent the provisions of this Agreement are inconsistent with such MLAs or the subject is already addressed in this Agreement, in which event the provisions of this Agreement shall apply. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), work within the jurisdiction of the International Union of Elevator Constructors, and all instrument calibration and loop checking work

performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. Where a subject is covered by the provisions of an MLA and not covered by this Agreement, the provision of the MLA shall apply to the extent that the provision complies with all applicable Federal, State or local laws or regulations. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. In addition, any Non-signatory Contractor will only be bound to comply with the limited provisions of the MLAs, as referenced above, for the MLAs in effect as of the Effective Date of this Agreement and are not subject to the provisions of Section 6.4 regarding implementing new or interim agreements. Any dispute as to the applicable source between this Agreement and any MLA for determining the working conditions of employees on this Project shall be resolved under the procedures established in Article 9.

2.7.3 It is understood that this Agreement is the primary document the Parties will use in the administration of the Project Work. The Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign a uniformly applied, non-discriminatory "Subscription Agreement" at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign such Subscription Agreement, to the extent required by this Agreement, with the appropriate Craft Union prior to the subcontractor beginning Project Work.

Section 2.8 Binding Signatories Only: This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.9 Other County Work: This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by County employees or contracted for by the County for its own account, on its property or in and around a Project site.

Section 2.10 Separate Liability: The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the County or Community Workforce Coordinator and/or any Contractor.

Section 2.11 Completed Project Work: As areas, phases, portions, sections or segments of Project Work are accepted by the County, this Agreement shall have no further force or effect on

such items or areas except where the Contractor is directed by the County or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the County.

### **ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT**

Section 3.1 Recognition: The Contractor recognizes the Trades Council and the Unions as the exclusive bargaining representative for the employees engaged in Project Work.

Section 3.2 Contractor Selection of Employees: The Contractor shall have the right to determine the competency of all employees, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off. The Contractor shall also have the right to reject any applicant referred by a Union for any reason; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures:

3.3.1 For signatory Unions having a job referral system contained in a MLA, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the County to encourage employment of Local Area Residents and participation of Contractors on Project Work, including each separate contract for a Project, and to facilitate the ability of all Contractors to meet their employment needs.

3.3.2 The Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the Community Workforce Coordinator and others designated by the County, to identify and refer competent craft persons as needed for Project Work, and to identify and hire individuals, giving preference to Local Area Residents, as set forth in this Agreement, for entrance into approved apprenticeship programs, or participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work to be undertaken by the County.

3.3.3 The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

3.3.4 Core Workers:

3.3.4.1 As the initial workers on a Project, a Contractor, which is not currently working under a Master Labor Agreement, that is awarded work on the Project may directly employ up to a maximum of three (3) employees of its regular, experienced work force, where the employees so designated as “Core Workers” meet the following qualifications:

- (a) Possess any license required by state or Federal law for the Project Work to be performed;
- (b) Have worked at least two thousand (2,000) hours in the applicable trade or craft;
- (c) Have been employed by the Contractor for at least sixty (60) working days of the one hundred (100) working days immediately preceding the award of the Project Work to the Contractor;
- (d) Have the ability to safely perform the basic functions of the applicable craft or trade;
- (e) Possess healthcare coverage for life of the Project Work.

3.3.4.2 After directly employing up to three (3) Core Workers (as described above), the Contractor shall thereafter be subject to the procedures for Union referral of Project workers as set forth in section 3.3.4.3. The Contractor, upon request by the Community Workforce Coordinator, shall provide the necessary documentation to support the qualification of an employee as a Core Worker.

3.3.4.3 If additional workers are needed following the hiring of workers pursuant to the provisions above, then the Contractor shall request, and the Union shall refer, a worker from its referral list. Contractors may then directly employ one (1) additional of their qualified “Core Workers” that is referred pursuant to the referral procedures referenced in section 3.3.4.1, after which one (1) worker shall be referred from the Union referral list. This alternating procedure of referral shall continue until a maximum of six (6) core employees are employed. Thereafter all additional workers shall be requested and referred pursuant to otherwise applicable Union referral list procedures and the local hire provisions of this Agreement. In the laying off of employees, the number of core employees beyond those initially employed under Section 3.4.1.1, above, shall not exceed one-half plus one of the workforce for an Employer with twelve (12) or fewer employees, assuming the remaining employees are qualified to undertake the work available. The Contractor shall notify the appropriate Union utilizing the Craft Request Form (Attachment D) and each of the additional workers utilized under the procedures in this paragraph shall register with the Union’s hiring hall before commencing work on the Project. If there is any question regarding a worker’s eligibility under this section 3.3.4.3, the Contractor shall provide satisfactory proof of such to the Community Workforce Coordinator and copied to the Trades Council. The provisions of sections 3.3.4.1 thru 3.3.4.3 shall only apply to

Contractors not independently signed to a Master Labor Agreement at the time of their award of Project Work covered under this Agreement.

3.3.4.4 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of its “Core Workers” to the Community Workforce Coordinator and copied to the Trades Council. The Contractor hiring any “Core Worker” shall provide satisfactory proof (e.g., payroll records, quarterly tax records and such other documentation) evidencing each “Core Worker’s” qualification as a core employee to the Community Workforce Coordinator.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting: The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status, or disability. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere within a local and small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the County’s policies and commitment to its goals for the significant utilization of local and small businesses as Contractors or suppliers for Project Work.

Section 3.5 Employment of Local Area Residents:

3.5.1 The Unions and Contractors agree that, to the maximum extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to recruit sufficient numbers of skilled craft Local Area Residents, to fulfill the requirements of the Contractors and shall refer on a priority basis all available, qualified Local Area Resident workers in the numbers requested by the Contractor. In recognition of the fact that the County and the surrounding communities will be impacted by the construction of Project Work, the parties agree to support the hiring of Local Area Resident workers, as well as eligible Veterans regardless of where they reside. Towards that end, the Unions agree that they will exert their best efforts to encourage and provide referrals and utilization of qualified workers in accordance with the following priority, as requested thru a valid Craft Employee Request Form by the Contractors:

3.5.1.1 First, Local Area Residents residing in the County of Santa Barbara;

3.5.1.2 If the Unions have not provided the Contractors with a sufficient number of qualified workers from paragraphs 3.5.1.1 above, the Unions will then exert their best efforts to refer qualified workers residing in San Luis Obispo and Ventura counties, and shall refer all such available workers, giving first priority to Veterans, as requested thru a valid Craft Employee Request Form by the Contractors. Residents residing within the counties of Santa Barbara, Ventura and San Luis Obispo, as well as Eligible Veterans, regardless of where they reside, shall be referred to as Local Area Residents

3.5.2 A goal of at least fifty percent (50%) of all of the construction labor hours worked on the Project shall be from Local Area Residents. To facilitate the dispatch of Local Area Residents, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Project Work, a sample of which is attached as Attachment D.

3.5.3 The Community Workforce Coordinator shall work with the Unions and Contractors in the administration of this Local Area Resident preference; and the Contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the Community Workforce Coordinator that such preferences have been pursued.

Section 3.6 Helmets to Hardhats: The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement, the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified Local Area Resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on Projects and of apprenticeship and employment opportunities for Projects. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.7 Time for Referral: If any Union's registration and referral system fails to fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays, and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants from any other available source. Employee(s) acquired from other employment sources will be considered a worker referred from the Union referral list described in Section 3.3.4.3. In other words; these employees will not count as Core Workers. The Contractors shall inform the Community Workforce Coordinator of any applicants hired from other employment sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any, prior to commencing work on a Project, but is not required to become a union member as noted in Section 3.9.

Section 3.8 Lack of Referral Procedure: If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Community Workforce Coordinator of employees so hired, as set forth in Section 3.5.

Section 3.9 Union Membership: Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Contractors will make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Labor Agreement. Nothing in this Section 3.9 is intended to supersede the requirements of applicable Master Labor Agreements as to those Employers otherwise signatory to such Master Labor Agreements and as to the employees of those Employers who are performing Covered Work.

Section 3.10 Individual Seniority: Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA, as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.11 Foremen: The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

#### **ARTICLE 4 UNION ACCESS AND STEWARDS**

Section 4.1 Access to Project Sites: Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security, and safety rules.

Section 4.2 Stewards:

4.2.1 Each signatory Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

4.2.2 In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward on the basis of proper performance of his/her Union duties.

4.2.3 When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such

cases, a steward may not service more than one work location without the approval of the Contractor.

4.2.4 The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge: The relevant Contractor agrees to notify the Community Workforce Coordinator and the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. In any case in which the steward is discharged or disciplined for just cause, the Community Workforce Coordinator and the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 4.4 Employees on Non-Project Work: On work where the personnel of the County may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the County personnel, or with personnel employed by the any other employer not a Party to this Agreement.

## **ARTICLE 5 WAGES AND BENEFITS**

Section 5.1 Wages: All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision of this Agreement, this Agreement does not relieve Signatory Contractors from paying all wages set forth in such then current Master Labor Agreements.

Section 5.2 Benefits:

5.2.1 Except as provided for in Section 5.2.1.1, below, Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA, on behalf of all employees and make all employee authorized deductions in the amounts designated in the appropriate MLA; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision of this Agreement, Signatory Contractors are required to make all contributions set forth in the then current Master Labor Agreements without reference to the forgoing

5.2.1.1 A Contractor not signatory to an existing Master Labor Agreement with a Union that provides its construction craft core employees with company paid health care benefits under an established plan and/or company paid retirement benefits under an established ERISA qualified retirement plan may continue to make such payments into

such plans on behalf of its Core Workers. A Non-signatory Contractor may also pay hourly cash fringe benefits, in lieu of actual benefits, to its core employees in accordance with applicable laws.

5.2.2 The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees, except as provided in section 5.2.1.1. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

5.2.3 Each Contractor and subcontractor is required to certify to the Community Workforce Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Community Workforce Coordinator, the Community Workforce Coordinator shall work with any Contractor who is delinquent in payments to assure that proper benefit contributions are made.

Section 5.3 Wage Premiums: Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws: The Parties agree that the Community Workforce Coordinator shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations. All complaints regarding possible prevailing wage violations shall be referred to the Community Workforce Coordinator for processing, investigation, and resolution, and if not resolved within thirty (30) calendar days, may be referred by any party to the state labor commissioner.

## ARTICLE 6 WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity: The Trades Council and the Unions agree that neither they (collectively or individually), nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines, sick-out, or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts Project Work, or with respect to or related to the County or Contractors or subcontractors, including, but not limited to economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is subject to arbitration. Any such actions by the Trades Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Trades Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations: The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce: The County, the Community Workforce Coordinator, or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of MLAs: If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project Work, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set for duration of the Project. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project, for Signatory Contractors, on one of the following two (2) options, both of which will be offered by the Unions involved to the Signatory Contractors affected:

6.4.1 Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Signatory Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Santa Barbara County.

6.4.2 Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Signatory Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Signatory Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Signatory Contractors shall be solely responsible for any retroactive payment to its employees.

6.4.3 Some Signatory Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 6.4.1, above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 6.4.2, above. To decide between the two options, Signatory Contractors will be

given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Signatory Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the Signatory Contractor fails to timely select one of the two options, the Signatory Contractor shall be deemed to have selected the retroactivity option offered under paragraph 6.4.2, above.

**Section 6.5 No Lockouts:** Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term “lock-out” refers only to a Contractor’s exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does “lock-out” include the County’s decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

**Section 6.6 Best Efforts to End Violations:**

6.6.1 If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Trades Council, the Senior Executive of the involved Union(s) and the Community Workforce Coordinator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

6.6.2 If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Community Workforce Coordinator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 6.8. The Community Workforce Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

**Section 6.7 Withholding of services for failure to pay wages and fringe benefits:** Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who fails to timely pay its weekly payroll; or fails to make timely payments to the Union’s Joint Labor/Management Trust Funds in accordance with the provisions of the applicable Master Labor Agreement. Prior to withholding its members’ services for the Contractor’s failure to make timely payments to the Union’s Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days written notice of such failure to pay by registered or certified mail, return receipt requested, and by electronic mail to the involved Contractor and the Community Workforce Coordinator. The Union will meet within the ten (10) day period to attempt to resolve the dispute.

6.7.1 Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

**Section 6.8 Expedited Enforcement Procedure:** Any party, including the County, which is an intended beneficiary of this Article, or the Community Workforce Coordinator, may institute the

following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1, 6.5 or Section 7.3 is alleged.

6.8.1 The party invoking this procedure shall notify Lou Zigman, or, if Mr. Zigman is unavailable, Sara Adler, who have been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator and alternate arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify Sara Adler. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Trades Council if it is a Union alleged to be in violation, and to the County. For purposes of this Article, written notice may be given by electronic mail, hand-delivery or overnight mail and will be deemed effective upon receipt. County reserves the right to utilize an arbitrator from Conflict Solutions Services, JAMS or ADR Services, Inc. if the named arbitrators are unable or unwilling to provide services.

6.8.2 Upon receipt of said notice, the arbitrator named above, or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the County, the Trades Council of the involved Union(s) and/or Contractor.

6.8.3 The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

6.8.4 The sole issue at the hearing shall be whether or not a violation of Sections 6.1, 6.5 or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award, upon issuance, shall be served on all Parties by hand or registered mail.

6.8.5 Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for the Trade Council, a Union and the County), as shown in their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

6.8.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

6.8.7 The fees and expenses of the arbitrator shall be equally divided between the party or Parties initiating this procedure and the respondent Party or Parties.

6.8.8 Liquidated Damages. If the arbitrator determines that a work stoppage, in violation of Sections 6.1 or 7.5 has occurred, the respondent Unions(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the project to immediately return to work. If the craft(s) involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return of the employees they represent to work, then the respondent Union(s) shall each pay a sum as liquidated damages in equal amounts to the County and the Contractor, and each shall pay an additional sum per shift for each shift thereafter on which the craft(s) has not returned to work.

Similarly, if the arbitrator determines that a lock-out, in violation of Section 6.5 has occurred, the respondent Contractor(s) shall, within eight (8) hours of receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each respondent Contractor shall pay a sum as liquidated damages in equal amounts to the County and to the affected Union(s) (with union amounts to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as appropriate and designated by the Arbitrator) and each shall pay an additional sum per shift for each shift thereafter in which compliance by the respondent Contractor(s) has not been completed.

The Arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than five thousand dollars (\$5,000) per shift, nor more than twenty thousand dollars (\$20,000) per shift.

## **ARTICLE 7 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

Section 7.1 Assignment of Work: The assignment of Project Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan: All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future

by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

7.2.1 If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the applicable Building and Construction Trades Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.3 No Work Disruption Over Jurisdiction: All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.4 Pre-Job Conferences: As provided in Article 14, each Employer will conduct a pre-job conference with the Council, the Unions and the Community Workforce Coordinator prior to commencing work. The Primary Employer and the Trades Council will be advised in advance of all such conferences set by the Community Workforce Coordinator and will participate. Pre-job conferences for different Employers may be held together.

Section 7.5 Resolution of Jurisdictional Disputes: If any actual or threatened strike, sympathy strike, work stoppage, slow down, sick-out, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the Plan then currently in effect, or otherwise as in Article 6 above.

## **ARTICLE 8 MANAGEMENT RIGHTS**

Section 8.1 Contractor and County Rights: The County and the Contractors retain the full and exclusive authority for the management of its operations, as set forth in this Article, unless expressly limited or required by the other Articles of this Agreement. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractors' rights include, but are not limited to, the right to:

8.1.1 Plan, direct and control operations of all work;

8.1.2 Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

8.1.3 Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

8.1.4 Discharge, suspend or discipline their own employees for just cause;

8.1.5 Utilize, in accordance with County approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

8.1.6 Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific County Rights: In addition to the following and other rights of the County enumerated in this Agreement, the County expressly reserves its management rights and all the rights conferred on it by law. The County's rights (and those of the Community Workforce Coordinator on its behalf) include but are not limited to the right to:

8.2.1 Inspect any construction site or facility to ensure that the Contractor follows the applicable safety, contract and other work requirements;

8.2.2 Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at particular locations;

8.2.3 At its sole option, terminate, delay and/or suspend any and all portions of the Project Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the County's facilities, programs, or services and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the County will provide the Community Workforce Coordinator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provision of Article 6, Section 6.6);

8.2.4 Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs, provided that nothing herein shall require such approval or extend any liability related to work performed by Contractors to the County;

8.2.5 Investigate and process complaints, through its Community Workforce Coordinator, in the matter set forth in Articles 6 and 9; and

8.2.6 Implement or cause to be implemented by a Contractor reasonable Project site safety, drug free workplace and/or site access rules.

Section 8.3 Use of Materials: There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the California Public Contract and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The County and its Community Workforce Coordinator shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.4 Special Equipment, Warranties and Guaranties:

8.4.1 The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

8.4.2 If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

**ARTICLE 9  
SETTLEMENT OF GRIEVANCES AND DISPUTES**

Section 9.1 Cooperation and Harmony on Site:

9.1.1 This Agreement is intended to establish and foster continued close cooperation between management and labor. The Trades Council shall assign a representative to this Project for the purpose of assisting the Unions, and working with the Community Workforce Coordinator, together with the Contractors, to complete the construction of the Project economically, efficiency, continuously and without any interruption, delays or work stoppages.

9.1.2 The Community Workforce Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 6 or 7.

9.1.3 The Community Workforce Coordinator shall oversee the processing of grievances under this Article and Article 6, including the scheduling and arrangements of

facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

**Section 9.2 Processing Grievances:** Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the MLAs, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.5 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

**Step 1. Employee Grievances:** When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his/her Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to resolve the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing and signed under penalty of perjury, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

**Union or Contractor Grievances:** Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined above for the adjustment of an employee complaint.

**Step 2.** The business manager of the involved Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the Community Workforce Coordinator, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) working days after the initial meeting at Step 2.

**Step 3.** (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor may request in writing to the Community Workforce Coordinator (with copies to the other Party(ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list of experienced construction industry arbitrators below, on a rotational basis in the order listed. Those arbitrators are: (1) **Louis Zigman**; (2) **Sara Adler**; (3) **Fredric Horowitz**; (4) **Walt Daugherty**; and (5) **William Rule**. The decision of the arbitrator shall be final and binding on

all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s). County reserves the right to utilize an arbitrator from Conflict Solutions Services, JAMS or ADR Services, Inc. if the named arbitrators are unable or unwilling to provide services.

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (e.g., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures: Procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice: The Community Workforce Coordinator (and the County, in the case of any grievance regarding the Scope of this Agreement) shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Community Workforce Coordinator shall, upon its own request, be permitted to participate fully in all proceedings at such steps.

## ARTICLE 10 REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws: The Trades Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances, resolutions and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the County and/or the Contractor. Workers must promptly report any injuries or accidents as required by applicable policy and/or law.

Section 10.2 Monitoring Compliance: The Parties agree that the County shall require, and that the Community Workforce Coordinator and Trades Council shall monitor, compliance by all Contractors and subcontractors with all federal and state law regulations that, from time to time may apply to Project Work. It shall be the responsibility of both the Trades Council and the Community Workforce Coordinator (on behalf of the County) to investigate or monitor compliance with these various laws and regulations and any suspected non-compliance observed by the Trades Council shall be immediately reported to the Community Workforce Coordinator. The Trades Council may recommend to the Community Workforce Coordinator and/or the County procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance: The Trades Council or Union shall refer all complaints regarding any potential prevailing wage violation to the Community Workforce Coordinator, who on its own, or with the assistance of the County's labor compliance program, shall process, investigate and resolve such complaints, consistent with Article 5, Section 5.4. The Trades Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the California Labor Code, including the rights of an individual to file a complaint with the California Labor Commissioner or to file a grievance for such violation under the grievance procedure set forth in this Agreement.

Section 10.4 Violations of Law: Based upon a finding of violation by the County of a federal and/or state law, and upon notice to the Contractor that it or its subcontractors are in such violation, the County, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage the Contractor to come into compliance, including, but not limited to, assessing fines and penalties, and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the County and the Contractor, the County may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

## **ARTICLE 11 SAFETY AND PROTECTION OF PERSON AND PROPERTY**

### Section 11.1 Safety:

11.1.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the County and/or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the County.

11.1.2 Employees shall be bound by the safety, security, and visitor rules established by the Contractor and/or the County. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

11.1.3 The Parties to this Agreement adopt the Tri Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as **Attachment "D,"** and which shall be the policy and procedure utilized under this Agreement.

Section 11.2 Suspension of Work for Safety: A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 11.3 Water and Sanitary Facilities: The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

## **ARTICLE 12 TRAVEL AND SUBSISTENCE**

Section 12.1 Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable prevailing wage determination.

## **ARTICLE 13 APPRENTICES**

Section 13.1 Importance of Training: The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the County, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in an Approved Apprenticeship Programs and/or training programs in the construction industry leading to participation in such apprenticeship programs. The County, the Community Workforce Coordinator, and the Trades Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint Labor/Management apprenticeship programs maintained by the signatory Unions.

Section 13.2 Use of Apprentices:

13.2.1 Apprentices used on Projects under this Agreement shall be registered in Approved Apprenticeship Programs approved by the State of California and the Federal Department of Labor, to the extent required by any Project funding source. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage, and where such is the case, the applicable Union should use its best efforts with its apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

13.2.2 The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall comply, at a minimum, with the applicable provisions of the California Labor Code relating to utilization of apprentices. The County shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Community Workforce Coordinator will work with the Trades Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

13.2.3 The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the project where the apprentice

is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

13.2.4 All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship], Section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeship occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Community Workforce Coordinator.

#### **ARTICLE 14 PRE-JOB CONFERENCES**

Section 14.1 Each Prime Contractor will conduct a pre-job conference with the Unions for it and all of its subcontractors not later than fourteen (14) calendar days prior to commencing work. Each Contractor conducting a pre-job shall notify all subcontractors of all tiers, who shall participate in such conferences, ten (10) calendar days in advance of all such conferences. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and project work rules/owner rules. The Trades Council, the Community Workforce Coordinator, and the County shall be advised in advance of all such conferences and will participate. All work assignments shall be disclosed by the Prime Contractor and all Contractors at the pre-job conference. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to Community Workforce Coordinator, within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies to the Trades Council and to the Community Workforce Coordinator.

#### **ARTICLE 15 SAVINGS AND SEPARABILITY**

Section 15.1 Savings Clause: It is not the intention of the County, the Community Workforce Coordinator, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is

granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 15.2 Effect of Injunctions or Other Court Orders: The Parties recognize the right of the County to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute prohibiting this Agreement become effective which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the County, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on covered Project Work to the maximum extent legally possible.

## **ARTICLE 16 WAIVER**

Section 16.1 A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

## **ARTICLE 17 AMENDMENTS**

Section 17.1 The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

## **ARTICLE 18 ENTIRE AGREEMENT**

Section 18.1 This Agreement represents the complete understanding of the Parties. The provisions of this Agreement shall apply to the Project Work covered by this Agreement.

Section 18.2 The parties agree that this Agreement covers all matters affecting wages, hours, and other terms and conditions of employment and that during the term of this Agreement the Parties will not be required to negotiate on any further matters affecting these or any other subject not specifically set forth in this Agreement except by mutual agreement of the Parties.

Section 18.3 This Agreement may be executed in counterparts, such that original signatures may appear on separate pages and when bound together all necessary signatures shall constitute an original. Facsimile or PDF signature pages transmitted to other parties to this Agreement shall be deemed the equivalent to original signatures.

**ARTICLE 19  
DURATION OF THE AGREEMENT**

Section 19.1 Duration:

19.1.1 This Agreement shall be effective from the date the Agreement is fully executed by the parties but no sooner than April 1, 2023 and shall remain in effect for a period of five (5) years from the date of adoption.

19.1.2 Any Project commenced during the term of this Agreement shall continue to be covered by the terms and conditions of this Agreement until the Project Work is completed.

Section 19.2 Turnover and Final Acceptance of Completed Work:

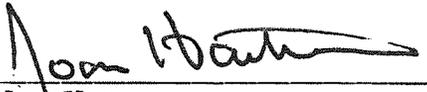
19.2.1 Construction of any phase, portion, section, or segment of a Project shall be deemed complete when such phase, portion, section or segment has been turned over to the County by the Contractor and the County has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the County or third parties with the approval of the County, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the County to engage and repairs or modifications required by its contract(s) with the County.

19.2.2 Notice of each final acceptance received by the Contractor will be provided to the Trades Council with the description of what phase, portion, section or segment, etc. has been accepted. Final acceptance may be subject to a “punch” list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the County and Notice of Acceptance is given by the County or its representative to the Contractor. At the request of the Union, complete information describing any “punch” list work, as well as any additional work required of a Contractor at the direction of the County, involving otherwise turned over and completed facilities which have been accepted by the County, will be available from the Community Workforce Coordinator.

IN WITNESS whereof the Parties have caused this Continuity of Work Agreement to be executed as of the date and year stated below.

**COUNTY OF SANTA BARBARA;  
SANTA BARBARA COUNTY  
FLOOD CONTROL AND WATER  
CONSERVATION DISTRICT; SANTA  
BARBARA COUNTY WATER AGENCY;  
LAGUNA COUNTY SANITATION  
DISTRICT; and SANTA BARBARA  
COUNTY FIRE PROTECTION DISTRICT**

**TRI-COUNTIES BUILDING &  
CONSTRUCTION TRADES COUNCIL**

By:   
Joan Hartmann  
Chair, Board of Supervisors  
Chair, Board of Directors

By: \_\_\_\_\_  
Joshua Medrano  
Executive Secretary-Treasurer

Dated: 12-2-22

Dated: \_\_\_\_\_

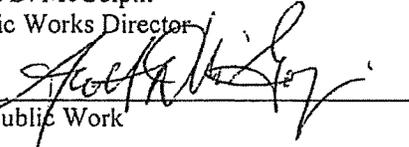
**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Santa Barbara County Board of Supervisors  
Ex Officio Clerk of the Santa Barbara County Flood Control and Water Conservation District, Santa  
Barbara County Water Agency, Laguna County Sanitation District, and Santa Barbara County Fire  
Protection District

By:   
Deputy Clerk

**RECOMMENDED FOR APPROVAL:**

Scott D. McGolpin  
Public Works Director

By:   
Public Work

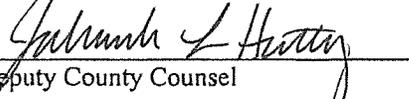
**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Manager

By: Greg Milligan, Risk Manager Digitally signed by Greg Milligan,  
Risk Manager  
Date: 2022.11.29 16:16:05 -08'00'  
Risk Management

**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

By:   
Deputy County Counsel

TRI-COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)

Address for Notice:

\_\_\_\_\_

Boilermakers (Local 92)

Address for Notice:

\_\_\_\_\_

Bricklayers & Allied Craftworkers (Local 4)

Address for Notice:

\_\_\_\_\_

Cement Masons (Local 600)

Address for Notice:

\_\_\_\_\_

Electricians (Local 413)

Address for Notice:

\_\_\_\_\_

Elevator Constructors (Local 18)

Address for Notice:

\_\_\_\_\_

Iron Workers (Reinforced – Local 416)

Address for Notice:

\_\_\_\_\_

Iron Workers (Structural – Local 433)

Address for Notice:

\_\_\_\_\_

Laborers (Local 220)

Address for Notice:

\_\_\_\_\_

Operating Engineers (Local 12)

Address for Notice:

\_\_\_\_\_

Operating Engineers (Local 12)

Address for Notice:

\_\_\_\_\_

Operating Engineers (Local 12)

Address for Notice:

\_\_\_\_\_

Painters & Allied Trades DC 36

Address for Notice:

\_\_\_\_\_

U.A. D.C. 16

Address for Notice:

\_\_\_\_\_

Pipe Trades (Local 345)

\_\_\_\_\_

Address for Notice:

Pipe Trades (Sprinkler Fitters Local 669)

---

Address for Notice:

Plasterers (Local 200)

---

Address for Notice:

Roofers & Waterproofers (Local 36)

---

Address for Notice:

Sheet Metal Workers (Local 104)

---

Address for Notice:

Teamsters (Local 986)

---

Address for Notice:

Southwest Regional Council of Carpenters

---

Address for Notice:

**ATTACHMENT A**  
**LIST OF APPLICABLE MASTER LABOR AGREEMENTS**  
**[TO BE PROVIDED BY THE TRADES COUNCIL]**

<b>Union</b>	<b>MLA Term</b>
Asbestos Heat & Frost Insulators (Local 5)	_____
Boilermakers (Local 92)	_____
Bricklayers & Allied Craftworkers (Local 4)	_____
Cement Masons (Local 600)	_____
Electricians (Local 413)	_____
Elevator Constructors (Local 18)	_____
Iron Workers (Reinforced – Local 416)	_____
Iron Workers (Structural – Local 433)	_____
Laborers (Local 220)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Operating Engineers (Local 12)	_____
Painters & Allied Trades DC 36	_____
U.A. D.C. 16	_____
Pipe Trades (Local 345)	_____
Pipe Trades (Sprinkler Fitters Local 669)	_____
Plasterers (Local 200)	_____
Roofers & Waterproofers (Local 36)	_____
Sheet Metal Workers (Local 104)	_____
Teamsters (Local 986)	_____
Southwest Regional Council of Carpenters	_____

**ATTACHMENT B  
LETTER OF ASSENT**

To be signed by all contractors awarded work covered by the  
Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]

Community Workforce Coordinator  
-----  
-----

Attn: \_\_\_\_\_

Re: County of Santa Barbara Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [*name of company*] agrees to be party to and bound by the County of Santa Barbara Community Workforce Agreement ("Agreement") effective \_\_\_\_\_, 2022, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Contractor State License No. \_\_\_\_\_

Project: \_\_\_\_\_

[Copies of this letter must be submitted to the Tri-Counties Building and Construction Trades Council per Section 2.5.2]

**ATTACHMENT C**  
**COUNTY OF SANTA BARBARA**  
**COMMUNITY WORKFORCE AGREEMENT**  
**CRAFT REQUEST FORM**

**TO THE CONTRACTOR:** Please complete and fax or email this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing or emailing your request, please call the Union to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports or email and keep copies for your records.

The County of Santa Barbara Community Workforce Agreement establishes a goal that 50% of all of the construction labor hours worked on the Project shall be from qualified workers residing, as well as "Veterans," regardless of where they reside: First, Area Residents residing in the County of Santa Barbara; second, within San Luis Obispo and Ventura Counties. For Dispatch purposes, employees residing within either of these two (2) areas, as well as Veterans, regardless of where they reside, shall be referred to as Local Area Residents.

**TO THE UNION:** Please complete the "Union Use Only" section on the next page and fax this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

**CONTRACTOR USE ONLY**

**To:** Union Local # \_\_\_\_\_ **Fax#** ( ) \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Cc:** Community Workforce Coordinator  
**From:** Company: \_\_\_\_\_ **Issued By:** \_\_\_\_\_  
 Contact Phone: ( ) \_\_\_\_\_ **Contact Fax:** ( ) \_\_\_\_\_

**PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.**

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Area Resident or General Dispatch	Number of workers needed	Report Date	Report Time
<b>TOTAL WORKERS REQUESTED =</b> _____					

Please have worker(s) report to the following work address indicated below:

**Project Name:** \_\_\_\_\_ **Site:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Report to:** \_\_\_\_\_ **On-site Tel:** \_\_\_\_\_ **On-site Fax:** \_\_\_\_\_

**Comment or Special Instructions:** \_\_\_\_\_

**UNION USE ONLY**

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

**WORKER REFERRED**

Name:		
Date worker was dispatched:		
Is the worker referred a:		(check all that apply)
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL AREA RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

**ATTACHMENT D**  
**TRI-COUNTIES BUILDING AND CONSTRUCTION**  
**TRADES COUNCIL**  
**APPROVED**  
**DRUG AND ALCOHOL TESTING POLICY**

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Community Workforce Agreement ("CWA").
2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.
3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the CWA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the CWA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.
4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(1) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.
5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the

provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CWA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

15. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

## APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff <sup>1</sup>	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA) <sup>2</sup>	50 ng/ml <sup>3</sup>	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150ng/ml <sup>3</sup>	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250ng/ml 250 ng/ml

<sup>1</sup> For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

**Immunoassay:** The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

**Alternate technology:** Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

<sup>2</sup> An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinol-9- carboxylic acid (THCA).

<sup>3</sup> **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

MDMA <sup>4</sup> /MDA <sup>5</sup>	500 ng/ml	MDMA MDA	250ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

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<sup>4</sup> Methylenedioxymethamphetamine (MDMA)

<sup>5</sup> Methylenedioxyamphetamine (MDA)

SIDE LETTER OF AGREEMENT  
**TESTING POLICY FOR DRUG ABUSE**

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

**Side Letter to the Community Workforce Agreement  
By and Between the County of Santa Barbara and the Tri-Counties  
Building and Construction Trades Council, AFL-CIO**

The County agrees to interpret Section 2.3.4 of the Community Workforce Agreement (Agreement) approved by the Santa Barbara County Board of Supervisors on December 12, 2022, as follows:

All employees of the County, the Community Workforce Coordinator, design teams (including, but not limited to, architects, engineers and master planners), or any other consultants for the County (including, but not limited to, project managers and construction managers and their employees not engaged in manual Project Work) and their sub-consultants, and other employees of professional services organizations, not performing manual labor within the scope of this Agreement are not a covered craft under this Agreement; provided, however, that it is understood and agreed that Surveyors, Building/Construction Inspectors and Field Soils and Materials Testers (collectively, "Inspectors") are a cover craft under this agreement. Inspectors covered under this Agreement includes and applies to the scope of work defined in the State of California Wage Determination for Surveyors, Building/Construction Inspectors and Field Soils and Materials Testers. This shall also specially include such work where it is referred to by the utilization of such terms as "quality control" or "quality assurance".

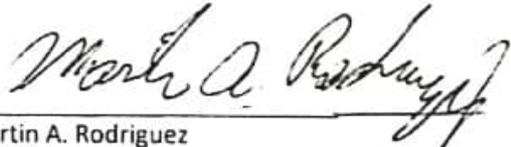
Every Inspector performing under a professional services agreement or a construction contract, shall be bound to all applicable requirements of this Agreement, unless they are employees of the County or the Community Workforce Coordinator as described above. Project Work, as defined by this Agreement, shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded.

By:

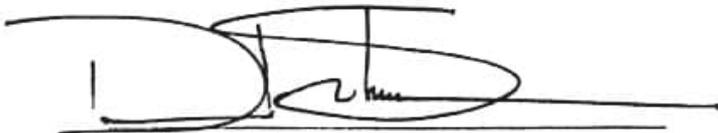


Scott D. McGolpin  
Director of Public Works  
County of Santa Barbara  
Dated: 8/2/23

By:



Martin A. Rodriguez  
President  
Tri-Counties Building and Construction Trades  
Council of SLO, SB and VTA  
Dated: 8/16/23



David Sikorski  
Business Manager  
IUOE Local Union No. 12  
Dated: 8/14/23



Name: David Garbarino  
Title: President  
Organization: IUOE Local Union No. 12  
Dated: 8-11-2023



Name: Perry Hawkins

Title: I.N. SBY.

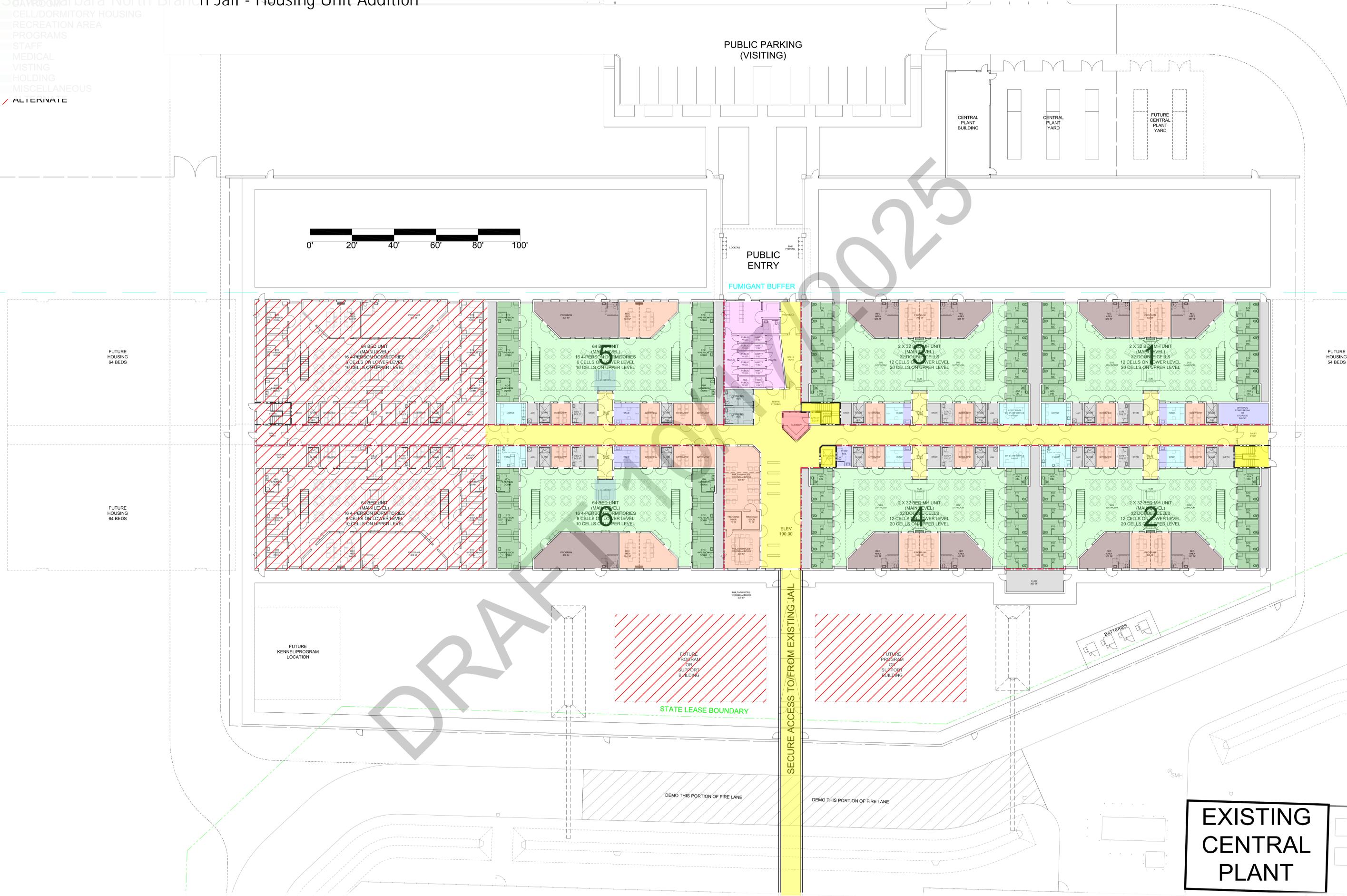
Organization: IUD E Local 12

Dated: 5/11/23

# VOLUME 1 - FACILITY DESIGN PROGRAM

## Salina Barbara North Branch Jail - Housing Unit Addition

- CONTROL
- CELL/DORMITORY HOUSING
- RECREATION AREA
- PROGRAMS
- STAFF
- MEDICAL
- VISTING
- HOLDING
- MISCELLANEOUS
- ALTERNATE



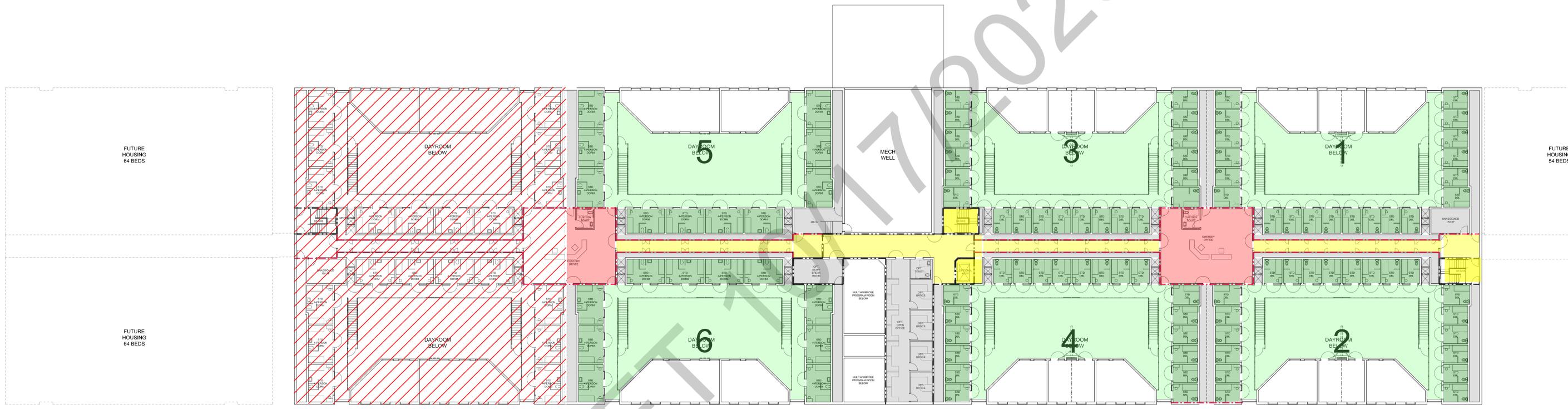
# MAIN LEVEL PLAN

SCALE: 1/16"=1'-0"

**EXISTING  
CENTRAL  
PLANT**

# San Barbara North Branch Jail - Housing Unit Addition

- CONTROL
- CELL/DORMITORY HOUSING
- RECREATION AREA
- PROGRAMS
- STAFF
- MEDICAL
- VISTING
- HOLDING
- MISCELLANEOUS
- ALTERNATE



## TIER LEVEL PLAN

SCALE: 1/16"=1'-0"

## Questions for Bid RFP #23040.01 - GS Capital Projects: North Branch Jail Expansion - CONSTRUCTION MANAGEMENT Services

### Question #1

Please clarify the County's expectations for timing of the CM's physical presence at the job site or County office: Is it the County's expectations that the CM will be working from the County's offices during the Competition Phase and DBE Design Phase up until the DBE mobilization to the site for construction or can the CM work from our local office in support of the County during these two Phases up until the DBE mobilizes for construction to the site?

- a. Typically, per Industry Standards for Design-Build Projects, the CM will be present when requested by the Client to attend specific meetings and tasks after contract award; For this specific RFQP, currently that is identified on the County's project schedule as January 20, 2026. However, this is not a full-time presence on site, but rather when needed and can accomplish tasks remotely as required per contractual obligations.
- b. Typically, per Industry standards for Design-Build Projects, the CM is present at the jobsite full-time upon commencement of the DBE's Design/Construction phase; for this specific RFQP, currently that is identified on the project schedule to start June 2026, Phase 2.
- c. We are requesting this clarification to ensure we are providing pricing per the County's expectations.

### Answers

The CM shall work remotely from their own offices during the Competition and Design phases, and shall be full time on-site during the Construction phase (upon DBE mobilization to the site). In the event an portion of these phases overlap (e.g. if the DBE elects to provide multiple permit packages) the CM may choose to manage the later Design packages from the jobsite offices. In the event this scenario occurs, the CM is expected to provide adequate staff to manage both the completion of the Design phase and the Construction phase at the same time - whether solely from the jobsite office, or a combination of the jobsite and own offices. During the Competition and Design

Nov 3, 2025 1:53:30 PM PST  
By: AECOM Technical Services, Inc. - amypan

Nov 12, 2025 10:07:46 AM PST  
By: twyatt@countyofsb.org

phases, the CM is required to attend project meetings in-person. At a minimum the County expects the following:  
**COMPETITION PHASE**  
 In-person attendance at: the project kick-off job walk with short-listed DBE's (late Jan), all confidential DBE meetings for all firms (Feb, Mar, Apr), DBE presentation/interviews for all firms (Apr, May), a scoring and selection meeting (May), and the BOS for contract award (Jun). The CM should factor (1) additional in-person meeting per month during the competition phase for internal coordination with the County/County Departments.  
**DBE DESIGN PHASE**  
 In-person attendance at: all design meetings between the County and DBE (these may be hosted at various locations such as County offices, DBE offices, CM offices, or other agreed upon location by the County and DBE). The CM should factor additional in-person meetings with County Facilities Management (FM), County Information Technology (IT), and Sheriff for design reviews/page turns (assume 5 each). CM should factor (2) additional in-person meetings for permitting during this phase and (3) additional in-person meetings to be conducted at County discretion.  
 Please advise if additional clarification is necessary.

**Question #2**

Work Location: Please define "local office" as it pertains to bullet C below.

- a. The RFQP, Page 7, Bullet point 1, requires that the CM pay for all any and all necessary costs for a fully functioning jobsite for the duration of the project.
- b. Per the same bullet point, the office trailer and furnishings are to be provided by the Design-Build Entity.
- c. Per the Job-Walk handout page 2, CM Expectations- the CM's work location, item #4/b is to be determined by the County to be a local office or the County Office.

**Answers**

Refer to Q1 response for clarification of the CM work location.  
**BULLET A:** Yes, the CM is expected to have the costs to operate a fully functional jobsite office included in their proposal to the County. Refer to the first bullet on P.7 of the RFQ and the following responses to item B and C of this question.  
**BULLET B:** Office trailer and typical office furnishings (desks, chairs, filing cabinets, tables, bookcases) will be provided for the CM on-site office by the DBE. Ancillary furnishings, equipment, and/or amenities (i.e. computers,

Nov 3, 2025 1:54:03 PM PST  
 By: AECOM Technical Services, Inc. - amypang

Nov 12, 2025 10:15:15 AM PST  
 By: twyatt@countyofsb.org

monitors, trash/recycle receptacles, white boards, large screen monitors, refrigerator, microwave, office/kitchen/cleaning supplies, other items as required, etc.) are the responsibility of the CM to provide, service, and maintain. CM will need to coordinate with the DBE to ensure utilities are available at the CM jobsite office to support their operations/equipment.  
 BULLET C: Refer to Q1 response. If additional clarification is necessary, please advise.

Answer

Reject

**Question #3**

Pg. 49, Sample Agreement, Exhibit D, Indemnification - Would the County consider the following revision to the indemnification provision: "CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, and agents from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement to the extent arising out of the actual negligence, acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by COUNTY. CONTRACTOR's obligation to indemnify is expressly limited to its proportionate share of responsibility for such claims, excluding any liability or damages caused by COUNTY's sole negligence, or willful misconduct." The proposed change allows for a consistent use and scope of negligence between the parties and throughout the contract to ensure a potential imbalance of responsibility does not arise. We believe it is in the interest of both parties to perform with the upmost care of responsibility and this modification aims to promote clarity and fairness in determining both parties' responsibility for liability arising from negligent acts without unduly restricting the scope of potential liability.

Nov 6, 2025 12:12:17 PM PST  
 By: Vanir Construction Management, Inc. - vanirslo

**Answers**

Per the County Risk Manager, the requested revisions are not accepted.

Nov 12, 2025 9:09:58 AM PST  
 By: twyatt@countyofsb.org

Answer

Reject

**Question #4**

Pg. 49, Sample Agreement, Exhibit D, Notification of Accidents and Survival of Indemnification Provisions - Would the County consider the following revision to the last sentence of this provision:

Nov 6, 2025 12:12:26 PM PST  
 By: Vanir Construction Management, Inc. - vanirslo

"...This provision shall survive the termination or expiration of this Agreement but only as to claims that arose during the term of the Agreement." This modification allows Contractors to manage its expectations with respect to insurance obligations and document maintenance requirements.

**Answers**

Per the County Risk Manager, the requested revisions are not accepted.

Nov 12, 2025 9:10:07 AM PST  
By: twyatt@countyofsb.org

**Question #5**

Pg. 49, Sample Agreement, Insurance - Would the County consider a limit no less than \$1,000,000 per claim or occurrence and in the aggregate per policy period of one year? A reduction in this provision still provides robust protection for the County while enabling us to offer a more cost-effective proposal.

**Answers**

Per the County Risk Manager, the requested revisions are not accepted.

Nov 6, 2025 12:12:36 PM PST  
By: Vanir Construction Management, Inc. - vanirslo

Nov 12, 2025 9:10:30 AM PST  
By: twyatt@countyofsb.org

**Question #6**

The RFQ/P states that "Proof of registration with the Department of Industrial Relations (DIR) is required as part of each proposal submitted in response to this RFQ/P." Could the County please clarify what form of proof is preferred (e.g., DIR registration number, confirmation screenshot, certification letter, or other documentation)?

**Answers**

Any one of the examples listed in the question will be sufficient.

Nov 6, 2025 12:16:26 PM PST  
By: Vanir Construction Management, Inc. - vanirslo

Nov 7, 2025 2:21:29 PM PST  
By: twyatt@countyofsb.org

**Question #7**

Please clarify whether the specified 11-12 point font requirement applies to all text elements within the proposal (including titles, section headers, and page headers), or if larger font sizes are permitted for these elements.

**Answers**

Larger font sizes may be used for titles, section headers and page headers, etc. at the discretion of the proposer.

Nov 7, 2025 11:58:35 AM PST  
By: STV Construction, Inc. - lindagrahek

Nov 7, 2025 2:27:45 PM PST  
By: twyatt@countyofsb.org

**Question #8**

Please clarify whether the specified page limits for each section must be followed exactly, or if unused pages from one section may be applied to another section, provided the overall proposal does not exceed the 30-page maximum.

Nov 7, 2025 12:00:21 PM PST  
By: STV Construction, Inc. - lindagrahek

**Answers**

Please follow the specified page limits for each section.

Nov 7, 2025 2:25:52 PM PST  
By: twyatt@countyofsb.org

[Answer](#)

[Reject](#)

**Question #9**

Can the County please share the \$165,000,000 construction estimate documents for our review?

Nov 7, 2025 12:57:39 PM PST  
By: TynanGroup, Inc. - tynangroup

**Answers**

The project is Design-Build and the County is in the process of soliciting Design-Build Entities. There are no construction documents to review other than the conceptual site plan and conceptual floorplans at this time. The conceptual site plan is included in the RFQ. I will include the conceptual floor plans (lower level and tier level) as part of the next addendum for reference.

Nov 7, 2025 2:18:50 PM PST  
By: twyatt@countyofsb.org

[Answer](#)

[Reject](#)

**Question #10**

Will the County provide the CWA Administrator?

Nov 7, 2025 12:57:49 PM PST  
By: TynanGroup, Inc. - tynangroup

**Answers**

The County will be requesting the CM provide a CWA administrator. More information on this request will be forthcoming in an addendum.

Nov 7, 2025 2:15:18 PM PST  
By: twyatt@countyofsb.org

[Answer](#)

[Reject](#)

**Question #11**

Will the County be contracting a Building Enclosure Consultant?

Nov 7, 2025 12:57:59 PM PST  
By: TynanGroup, Inc. - tynangroup

**Answers**

The County is not intending to hire a building enclosure consultant at this time.

Nov 7, 2025 2:15:45 PM PST  
By: twyatt@countyofsb.org

[Answer](#)

[Reject](#)

[Ask a Question](#)

[View Bid](#)



County of Santa Barbara: General Services  
**Capital Division**

**RFQ # 23040**

**North Branch Jail (NBJ) Expansion  
Construction Management Services RFQ**

**ADDENDUM #2**

November 21, 2025

The following information is hereby incorporated into RFQ #23040. All addenda shall be acknowledged in vendor proposals. Unless specifically changed via addenda, the submission date for this RFQ shall remain unchanged.

## **SUMMARY OF CHANGES**

**Item 2.1:** Incorporates the following Questions and Responses received on Public Purchase into this RFQ:  
#12  
Questions and Responses are publicly viewable on the Public Purchase website and attached herein. It is anticipated that all current and future Questions and Responses will be incorporated into an Addendum.

**END ADDENDUM #2 SUMMARY OF CHANGES  
ATTACHMENTS FOLLOW**

**Question #12**

Regarding the RFQ requirement on page seven, which asks for a web-based project management database system for the County and the project team, could the County please clarify how many user licenses it expects the Construction Manager to provide for this system?

**Answers**

The Design Build Entity (DBE) may provide the web-based project management information system (PMIS) and licenses for the project. However, in the event the DBE does not provide the PMIS, proposing CM firms shall plan to provide a PMIS with a minimum of 15 licenses (5 County, 10 DBE) \*PLUS\* however many licenses are needed for your

Nov 17, 2025 11:02:07 AM PST  
By: Vanir Construction Management, Inc. - vanirslo

Nov 18, 2025 10:37:50 AM PST  
By: twyatt@countyofsb.org

own CM operations. Please have the cost of the PMIS system indicated as a separate line item in your proposals. The County may choose to allocate 1 or more of their licenses to the Inspector of Record, other County consultants, or DBE etc.

Answer

Reject

Ask a Question

View Bid

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County of Santa Barbara: General Services  
**Capital Division**

**ATTACHMENT 2**

**Proposal**



## Final Cost Proposal

**Proposer Name: STV Construction, Inc.**

**Project Name: Santa Barbara County : North Branch Jail Expansion**

DBE Selection Phase	Hours	Rate	Costs
Project Director	340	\$225.00	\$76,500
Project Manager	400	\$215.00	\$86,000
Construction Manager	56	\$215.00	\$12,040
Design Manager	72	\$215.00	\$15,480
Project Engineer	48	\$165.00	\$7,920
Scheduler	24	\$190.00	\$4,560
Estimating	20	\$190.00	\$3,800
Labor Compliance	16	\$210.00	\$3,360
Crushed It Team	24	\$215.00	\$5,160
<b>Subtotal for Phase</b>			<b>\$214,820</b>

DBE Selection Phase	Hours	Rate	Costs
Project Director	1,052	\$225.00	\$236,700
Project Manager	3,024	\$215.00	\$650,160
Construction Manager	5,384	\$215.00	\$1,157,560
Design Manager	1,144	\$215.00	\$245,960
Project Engineer	5,696	\$165.00	\$939,840
Project Engineer	4,080	\$165.00	\$673,200
Labor Compliance	1,256	\$210.00	\$263,760
Scheduler	744	\$215.00	\$159,960
Estimator	560	\$215.00	\$120,400
Crushed It Team	160	\$215.00	\$34,400
<b>Subtotal for Phase</b>			<b>\$4,481,940</b>



## Final Cost Proposal

Proposer Name: STV Construction, Inc.

Project Name: Santa Barbara County : North Branch Jail Expansion

Construction Closeout Phase	Hours	Rate	Costs
Project Director	8	\$225.00	\$1,800
Project Manager	112	\$215.00	\$24,080
Construction Manager	100	\$215.00	\$21,500
Project Engineer	168	\$165.00	\$27,720
Project Engineer	80	\$165.00	\$13,200
Labor Compliance	16	\$210.00	\$3,360
Scheduler	20	\$215.00	\$4,300
Estimator	24	\$215.00	\$5,160
<b>Subtotal for Phase</b>			<b>\$101,120</b>
Post Construction Phase	Hours	Rate	Costs
Construction Manager	16	215	\$3,440
<b>Subtotal for Phase</b>			<b>\$3,440</b>
<b>Subtotal Labor Costs</b>			<b>\$4,801,320</b>
Expenses			
Travel Related Costs			\$160,000
Construction Trailer IT/Equipment			\$86,000
Construction Trailer Supplies			\$25,000
<b>Subtotal for Phase</b>			<b>\$271,000</b>
<b>Total Negotiated Fee for CM Services</b>			<b>\$5,072,320</b>