

COUNTY OF SANTA BARBARA
GENERAL SERVICES DEPARTMENT
CAPITAL PROJECTS DIVISION



**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

**FOR
INDEFINITE DELIVERY-INDEFINITE
QUANTITY**

“AS NEEDED”

**PROJECT MANAGEMENT AND
CONSTRUCTION MANAGEMENT SERVICES**

August 15, 2024

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

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("County") and TURNER & TOWNSEND HEERY, LLC with an address at 2761 PARK VIEW CT., OXNARD, CA 93036 ("CONTRACTOR" and together with the County, collectively, the "Parties" and each a "Party") wherein CONTRACTOR agrees to provide the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

The Capital Division Chief and Interim Assistant Director of the County's General Services Department, JOHN GREEN at phone number 805-896-2236 is the representative of County and will administer this Agreement for and on behalf of County ("County Contract Manager"), subject to the authority reserved for exercise by the Director hereunder or specifically delegated to the Director by the County Board of Supervisors in approving this Agreement. ALBERTO VELA at phone number 619-508-2744 is the authorized representative for CONTRACTOR. Changes in a Party's designated representative as set forth in this Section 1 shall be made only upon advance written notice to the other Party in accordance with the provisions of this Agreement. The designated County representative may also be referred to herein as the "Contract Administrator."

2. NOTICES

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

To County: JOHN GREEN, COUNTY OF SANTA BARBARA, 260 N SAN ANTONIO ROAD, SANTA BARBARA CA 93110, 805-934-6229, JLGREEN@COUNTYOF SB.ORG
To CONTRACTOR: ALBERTO VELA, 2761 PARK VIEW CT., OXNARD CA 93036, 619-508-2744, ALBERTO.VELA@TURNTOWN.COM

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

3. SCOPE OF SERVICES

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

4. TERM; PERFORMANCE PERIOD

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

b-

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing

shall be made by invoice, which shall include the contract number assigned by County, services dates, and tasks or percent of tasks completed and which is delivered to the address given in Clause 2 “NOTICES” above following completion of the scope of services specified in the applicable Task Order and in accordance with Exhibit B. Unless otherwise specified on Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION MANDATORY DISCLOSURE

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

9. TAXES

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

10. CONFLICT OF INTEREST

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. County shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the County or as part of any audit of the County, for a period of three (3) years after final payment under the Agreement and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by County or the State, at no charge to County.

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

- A. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- B. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT
- D. County hereby notifies CONTRACTOR that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees

to comply with said ordinance.

E. Statement of Compliance California:

- 1) CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
- 2) During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- 3) CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139.5, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§8100-8504, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.

F. Federal Assurances:

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

appropriate, including, but not limited to:

- a. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies,
- b. and/or Cancellation, termination or suspension of the Agreement in whole or in part.

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

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- 2) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 3) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORs, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- 9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

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

- a. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days

written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

- b. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify CONTRACTOR of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.
- c. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

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

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. ORDER OF PRECEDENCE

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

herein by reference) other than Consultant's Proposal shall take precedence and control and prevail.

33. HANDLING OF PROPRIETARY INFORMATION

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

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

34. AMENDMENTS

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

35. NEWS RELEASES/INTERVIEWS

CONTRACTOR agrees for itself, its agents, employees, and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the County Contract Representative in each instance. CONTRACTOR further agrees that all media requests for communication will be referred to the County Contract Manager.

36. FEDERAL AND STATE PREVAILING WAGE RATES

As applicable:

- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into in connection with this Agreement shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in a Task Order, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor, including but not limited to CONTRACTOR, may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5. The projects for which CONTRACTOR services are to be provided hereunder are subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- E. Payroll Records
 - 1. CONTRACTOR and each Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury,

stating both of the following:

- i. The information contained in the payroll record is true and correct.
 - ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
- i. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
 - ii. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.
 - iii. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
3. CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or Subcontractor performing the work shall not be marked or obliterated.
5. The CONTRACTOR shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. The CONTRACTOR or Subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- F. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.
- G. Penalty
- 1. The CONTRACTOR and all of its Subcontractors shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONTRACTOR or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
 - 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing

to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or Subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.

3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or Subcontractor.
4. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:
 - a. Each agreement executed between the CONTRACTOR and a Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
 - c. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for work performed on the public works project.
 - d. Prior to making final payment to the Subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COUNTY shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

H. Hours of Labor

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

I. Employment of Apprentices

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

37. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

38. SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise shall create any contractual relation between County and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to County for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR’s obligation to pay its subcontractor(s) is an independent obligation from County’s obligation to make payments to the CONTRACTOR.
- B. CONTRACTOR shall perform all Services with resources available within its own organization and no portion of the Services shall be subcontracted without written authorization by the County Contract Manager, except as expressly identified in the Contractor Rate Schedule attached hereto as Exhibit B-1 (“Contractor Rate Schedule”).
- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by County.
- D. Each subcontract entered into in connection with this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- E. Each substitution of Subcontractor(s) must be approved in writing by the County Contract Manager prior to the start of work by such subcontractor(s).
- F. Prompt Progress Payment
CONTRACTOR shall pay to each subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by such subcontractors, to the extent of such subcontractor’s interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR to a subcontractor, CONTRACTOR may withhold no more than 150 percent of such disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the CONTRACTOR to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

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

G. Prompt Payment of Withheld Funds to Subcontractors

No retainage will be held by the County from progress payments due to CONTRACTOR.

CONTRACTORS and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors. Any violation of these provisions shall subject the violating CONTRACTOR or Subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

39. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with the subcontractors ("Subcontractors") identified in CONTRACTOR's Proposal, a true and correct copy of which is attached hereto as Exhibit A-1 ("Proposal"). CONTRACTOR shall be fully responsible for all services performed by Subcontractors. CONTRACTOR shall secure from each Subcontractor all rights for County in this Agreement, including audit rights. CONTRACTOR shall ensure each Subcontractor's compliance with California Labor Code, including but not limited to the payment of prevailing wage when required.

40. CONTRACTOR PURCHASES AND ORDERS

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

C.

All equipment purchased in connection with this Agreement is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, CONTRACTOR may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's

expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by County and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County.”

D. All subcontracts shall contain the above provisions.

41. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County’s Deputy Director - Finance and Administration for General Services.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by County’s Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by County will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this Agreement.

42. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

- A. CONTRACTOR certifies to the best of his or her knowledge and belief that:
 - 1) No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
 - 2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONTRACTOR also agrees by signing this Agreement that CONTRACTOR shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The CONTRACTOR shall promptly disclose, in writing, to the County office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with

the award, performance, or closeout of this Agreement or any subcontract thereunder, the CONTRACTOR has credible evidence that a principal, employee, agent, or subcontractor of the CONTRACTOR has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

45. PROCUREMENT OF RECOVERED MATERIALS

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

46. SUSPENSION FOR CONVENIENCE

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

47. DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS

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

CONTRACTOR shall demonstrate that CONTRACTOR made adequate good faith efforts to make work available to a DBE. It is CONTRACTOR’s responsibility to verify at date of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification Program (CUCP) database and possess the most specific available North American Industry Classification System (NAICA) codes or work code applicable to the type of work the firm will perform on the contract. Additionally, the CONTRACTOR is responsible to document the verification record by printing out the CUCP date for each firm.

48. FUNDING REQUIREMENTS

- A. It is mutually understood between the Parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to County for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to all applicable restrictions, limitations, conditions, guidelines and regulations imposed by the federal government, Congress, State Legislature, and/ or the County that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. County has the option to terminate the AGREEMENT pursuant to Section 19, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.
- E. CONTRACTOR shall comply with all applicable Code of Federal Regulations requirements and applicable funding program guidelines with respect to each Task Order issued hereunder that is federally funded, in whole or in part.
- F. CONTRACTOR shall comply with all applicable California Code of Regulations requirements and applicable funding program guidelines with respect to each Task Order issued hereunder that is funded, in whole or in part, using State funding.

49. SAFETY

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code § 591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

50. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

51. PROMPT PAYMENT FROM THE COUNTY TO CONTRACTOR

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

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

52. TITLE VI ASSURANCES

APPENDICES of the TITLE VI ASSURANCES

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

APPENDIX A

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

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs as set forth in the Code of Federal Regulations, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant

or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the COUNTY, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the COUNTY shall impose such agreement sanctions as it may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORs, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

53. INDEFINITE DELIVERY, INDEFINITE QUANTITY; TASK ORDERS

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

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

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

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

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

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

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

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

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

CONTRACTOR SIGNATURE PAGE

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

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

CONTRACTOR:

Alberto Vela

Turner & Townsend Heery, LLC

2761 Park View Ct.

Oxnard, CA 93036

License No.

Business Type: Corporation

Contact Email: alberto.vela@turntown.com

Contact Phone: 619-508-2744

By: 
Authorized Representative

Date: 8/27/2024 | 9:15 PM BST

COUNTY SIGNATURE PAGE

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

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Steve Lavagnino


By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:


Kirk Lagerquist
Director of General Services

By:  _____
Department Head

Date: 8/28/2024 | 1:43 PM PDT

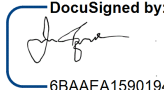
APPROVED AS TO FORM:

Greg Milligan
Risk Manager

By:  _____
Deputy

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

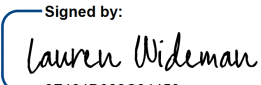
By:  _____
Deputy County Counsel

Exhibit A – Statement of Work

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

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

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

Deliverable: County Project Charter

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

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

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

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

Deliverable: Project Schedule in Microsoft Project or equivalent scheduling software

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

Each project performed by GS Capital & F/M contains a communications element specified by the County,

whether this be a formal Communications Plan, or a commitment to utilize established communication tools developed for project applications. This commitment begins at pre-planning or project development and extends through construction and project close-out.

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

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

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

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

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

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

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

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

required to understand the entitlement and permitting requirements of the specific project, coordinate the submittals, and work with permitting agency to move the project through the approval process.

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

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

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

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

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

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

8. Other Project/Program Tasks: The Contractor may be required to provide additional services reasonably related to the tasks outlined above as set forth in Task Order(s).

Exhibit A-1 – Consultant’s Proposal



Turner & Townsend
Heery



County of Santa Barbara

Proposal for Indefinite Delivery - Indefinite Quantity

Project Management & Construction Management Services

July 12, 2024

making the **difference**



Table of Contents

1. Transmittal Letter	04
2. Contractor Information, Qualifications, Experience, and Understanding of Work	05
3. Contractor Staffing	12
4. Organization and Approach	23
5. Statement of Work	28
6. Conflict of Interest	35
7. Litigation	37
8. Agreement for Services of Independent Contractor	39
9. Contractor Information Sheet	41

The cumulative total number of pages in this Proposal does not exceed 25 pages (minimum 12 font size, single-spaced), not inclusive of the cover letter, blank pages or tabs, and required forms (e.g., resumes) as identified in the RFP,





Section 1
Transmittal Letter



Accountability and Professionalism



July 12, 2024

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

2761 Park View Ct,
Oxnard, CA 93036

619.508.2744
alberto.vela@turntown.com
www.heery.com

RE: Indefinite Delivery - Indefinite Quantity As Needed Project Management and Construction Management

Dear Members of the Selection Committee:

Turner & Townsend Heery is excited to provide our proposal to the General Services Department of the County of Santa Barbara for project management (PM) and construction management (CM) services for countywide projects in support of your five-year Capital Improvement Program (CIP). We have assembled a team located in the local region with decades of relevant CIP and small capital projects (new build), CapEx, renovation, and TI experience, and offer the following unique advantages to Santa Barbara County:

Local Expertise and Talent Focused on Your Goals and Projects

Our local team understands the Santa Barbara coastal region construction market and the nuances of providing PM services for public clients. We have been providing public PM/CM services in California for over 70 years and recognize the importance of delivering local professional project management staff. Our proposed team is comprised of local, available, and talented staff led by Scott Kaufman, who has led the delivery of major public projects in California. We examined Santa Barbara County's list of General Services CIP projects and have proposed a team with similar and appropriate experience in small capital, CapEx, renovation, and/or TI projects. Our experience on similar capital improvement programs (both providing PM/CM teams and staff augmentation resources) will allow us to hit the ground running and provide you the important project management services that your program requires. Our local office in Oxnard is within 30 miles of the County line, as required. In addition, we have recent experience in Public Safety Radio Network (PSRN), probation, correctional, public healthcare, renewable projects, and public-supported housing projects.

An Unmatched Bench of Project and Construction Management Resources

Turner & Townsend Heery is the largest project management firm in the nation, which means that our local PM staff can provide Santa Barbara County access to a deep bench of specialized support professionals who can step in, as needed, to provide cost control, estimating, scheduling reviews, bid analysis, commissioning, and other services. We provide this unique advantage while operating and delivering projects like a small, regional firm. Our proposed project management team has decades of California public client experience, and we are committed to providing customized, superior service for projects that directly impact our communities.

A Commitment to Shared Values and the Communities We Serve

Santa Barbara County has outlined a list of shared values that signify a collective commitment to conducting project management and implementation at its highest level. We take great pride in our reputation for upholding the highest standards in the way we do business. Our corporate values and Santa Barbara County's shared values are nearly parallel. Our team would welcome the opportunity to continue to work with a like-minded organization to create more equitable, sustainable outcomes for the projects and communities we serve. In addition, we share and aspire to meet and exceed the General Services Vision: 1.) Transparency 2.) Customer Relationships 3.) Collaboration & Partnerships 4.) Efficiency & Partnerships 5.) Respect & Integrity.

Our Proposal is a firm offer for at least ninety (90) days after the submission deadline. We acknowledge receipt of Addendum 1 and 2. Thank you for your time and consideration. Please do not hesitate to contact me, Alberto Vela, with any questions regarding our submission.

Alberto Vela, Vice President (*individual with authority to bind*)
Turner & Townsend Heery, LLC
619.508.2744
alberto.vela@turntown.com

Scott Kaufman, Construction Contract Manager
Turner & Townsend Heery, LLC
scott.kaufman@turntown.com



Section 2

Contractor Information, Qualifications, Experience, and Understanding of Work



*Customer Focus and
Exceptional Public Service*

Contractor Information, Qualifications, Experience, and Understanding of Work

The County will only consider submittals from Proposers who demonstrate that they and their proposed staff have successfully managed similar public projects and illustrate their understanding of the work required under this RFP. These projects must illustrate the quality, type, and past performance of the Proposer's proposed project team.

Experience that demonstrates familiarity with PROJECT MANAGEMENT Services on public projects will yield higher scores from the evaluation committee. Submittals shall include a detailed description of a minimum of three (3) projects within the past three (3) years.

Project Experience

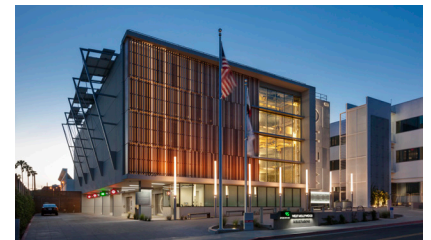
In the last ten years Turner & Townsend Heery has delivered more than 700 state and local government facilities across public works, justice/public safety, education, healthcare, parks and recreation, and transportation markets. In this new millennium, all aspects of governance have come under increased scrutiny, greater expectations, and fewer funding sources to satisfy an ever-expanding list of community needs. We partner with our public clients to solve their challenges, and each partnership is intentional. **We offer Santa Barbara County a deep bench of resources combined with the strength of the industry's premier project management firm while staffing each project with local, knowledgeable, and talented staff. We aspire to deliver our services like a small regional firm with all the advantages of the #1 PM firm in the nation.** These are not just talking points, this practice is woven into the fabric of our daily operation.

Below is a sampling of recent, relevant California projects completed by our team. We have included full project descriptions for select projects on the following pages, including services, scope, and budget.

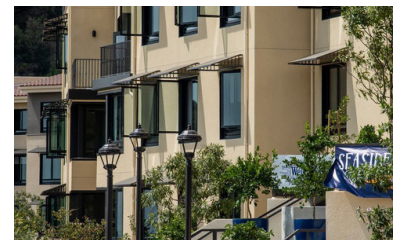
- **County of Los Angeles Internal Services Department** – As-needed Construction Project Management and Support Services
- **City of West Hollywood** – 25th Anniversary Capital Project As-needed Services
- **Pepperdine University** – As-needed Staff Augmentation and Construction Management for the Capital Planning, Facilities and Real Estate Groups
- **General Services Administration** – Nationwide Blanket Purchase Agreement (BPA)
- **Los Angeles Community College District** – Bench Task Order Contract (BTOC)
- **Los Angeles Unified School District** – Construction Management Services
- **County of Los Angeles Department of Public Works** – Martin Luther King Jr. Behavioral Health Center Renovation
- **Ventura County Community College District** – Capital Improvements Program
- **County of Santa Barbara** – Project Management Services in Support of the Countywide Capital Improvement Program



County of Los Angeles
 Department of Public Works –
 Martin Luther King Jr. Behavioral
 Health Center Renovation



West Hollywood Park Capital
 Program – Phase I and II



Pepperdine University – As-needed
 Staff Augmentation



GSA Nationwide Blanket Purchase
 Agreement (BPA) – San Ysidro Land
 Port of Entry Phase II

Contractor Information, Qualifications, Experience, and Understanding of Work

County of Los Angeles Internal Services Department As-needed Construction Project Management and Support Services

Contracting agency:

County of Los Angeles – Internal Services Department

Contracting agency PM/agency contact information:

Tom DeSantis, Division Manager
 Program & Project Management
 562.922.1355
 tdesantis@isd.lacounty.gov

Contract amount:

Approximately \$7M/year

Funding source:

Public

Date of Contract:

2023-ongoing

Date of Completion:

Ongoing

Contractor PM/contact information:

Victorio Monteil
 victorio.monteil@turntown.com

Project Description

In 2023, the County of Los Angeles Internal Services Department selected Turner & Townsend Heery to provide construction project management and support services related to the County’s Facilities Reinvestment Program (FRP), and Client Funded Projects (CFP).

We are serving as the Construction Project Manager for various maintenance, repair, and refurbishment projects to meet the ongoing needs and support the increased volume of work for the County. Projects include leading the assessment of facility conditions, establishing multi-year capital and renovation plans, and delivering projects from beginning to close-out.

Projects

- Harbor UCLA Medical Center Dialysis Clinic Reverse Osmosis replacement – \$1.5M
- Harbor UCLA underground storage tank removal – \$800K
- Rancho Los Amigos Chiller and Boiler system – \$2M
- DHS Wilmington (Harbor UCLA) HC AHU Replacement – \$1.1M
- DPSS – ADA Parking Lot Reconfiguration – \$2.2M
- Sheriff Station Lobby and Dispatch Project – \$850K
- Palmdale Sheriff Station Protective Barrier Project – \$250K
- Lancaster Sheriff Station Protective Barrier Project – \$180K
- Lost Hills Sheriff Station Dispatch and ADA – \$1.5M
- Monrovia Health Clinic HVAC Split System – \$250K
- Sobering Center Renovation, DPHS Los Angeles – \$1.4M
- Marina Del Rey Boat Ramp Repair Project – \$560K
- LA CADA LGBTQ+ Center – \$480K
- La Plaza de Cultura y Artes; Repair, Assessments, Roofing Membrane Replacement – \$2.1M
- Roosevelt Park Tech Center – \$600K
- Zev Playground Project – \$700k
- East Los Angeles Civic Center – \$1.6M
- Camp Paige and Camp Afflerbaugh HVAC and Electrical upgrades – \$2.5M
- Dorothy Kirby Center Juvenile Hall HVAC and Electrical upgrades – \$5M
- Barry J. Nidorf Juvenile Hall HVAC and Electrical upgrades – \$7M

City of West Hollywood
25th Anniversary Capital Project – As-needed Services

Contracting agency:

City of West Hollywood

**Contracting agency PM/agency
contact information:**

*Steve Campbell,
Director of Public Works
scampbell@weho.org
323.848.6850*

Contract amount:

\$8.8M

Funding source:

Capital Improvement Program

Date of Contract:

*Phase I (2009-2016)
Phase II (2016-2022)*

Date of Completion:

*Phase I (2016)
Phase II (2022)*

**Contractor PM/contact
information:**

*Garrett Slama
garrett.slama@turntown.com*



Project Description

The City of West Hollywood launched a capital program in November 2009 to develop landmark public facilities, parks, and open space. The 25th Anniversary Capital Project aimed to create world-class facilities to promote the city’s commitment to sustainable, community development. Turner & Townsend Heery provided program, project, and construction management for Phase I (2009-2016) and Phase II (2016-2022).

Phase I

Phase I included the new LEED Gold West Hollywood Library (35,000 SF), city hall expansion, an automated parking garage, a community plaza, and major improvements to Plummer Park, including the renovation and expansion of a premier performing arts facility.

Phase II

Phase II featured an Aquatic and Recreation Center, Werle Building Renovations, and a Parks and Recreation Building. The Aquatic and Recreation Center was awarded the **CMAA Southern California Chapter’s 2023 Project Achievement Award** for a Civic project in the \$50-100M range. In addition, Turner & Townsend Heery developed a Phase II Project Management Plan (PMP), approved by the City of West Hollywood, that included significant items such as project description, scope, organization, responsibility matrix, QA/QC process, project team contact list, MIS systems, reporting, communication protocols, and several other management processes and procedures.

Pepperdine University
As-needed Staff Augmentation and Construction Management

Contracting agency:

Pepperdine University

Contracting agency PM/agency contact information:

*Ben Veenendaal, VP, Planning, Operations, & Construction
310.506.4581
ben.veenendaal@pepperdine.edu*

Contract amount:

\$15M

Funding source:

Private

Date of Contract:

2014-ongoing

Date of Completion:

Ongoing

Contractor PM/contact information:

*Scott Kaufman
scott.kaufman@turntown.com*



Project Description

Turner & Townsend Heery (has provided construction project management services to the Planning, Operations, and Construction (POC) department at Pepperdine University since 2014. We also have provided support services for the Department of Facilities Services’ maintenance and operations projects and the Department of Real Estate Operations’ on-campus and off-campus asset projects. We have completed over 50 facilities, utility, and capital projects ranging from \$100K to \$350M.

Projects

- School of Law Renovation
- Seaside Residence Hall – 118,000 SF of new construction
- The Mountain (Athletic/Event Complex) – \$350M+
- George Page II Apartments Interior Refurbishment
- Campus-wide Annual Floor Covering Replacement
- Tyler Campus Center Chiller Replacement
- Payson Library Renovation
- Central University Commercial Kitchen
- Alumni Park Renovations
- Athletic Department Renovations – Baseball field
- Other projects include campus-wide renovations (Public Safety Building, Pengilly, and Morgan Annexes), various utility/MEP and infrastructure maintenance, and operation upgrade/restoration projects

**General Services Administration
Nationwide Blanket Purchase Agreement (BPA)**

Contracting agency:

General Services Administration

Contracting agency PM/agency contact information:

*Jill Manzi, Project Manager, GSA
(San Ysidro Land Port of Entry)
602.370.5827
jill.manzi@gsa.gov*

*Dan Makowski, Contracting
Officer (Evo A. DeConcini
U.S. Courthouse Tenant
Improvements)
dan.makowski@gsa.gov*

Contract amount:

\$200M+

Funding source:

Federal

Date of Contract:

*1999-ongoing (Current contract
was renewed in 2023)*

Date of Completion:

Ongoing

Contractor PM/contact information:

*Alberto Vela
alberto.vela@turntown.com*



Project Description

In 2018 and again in 2023, Turner & Townsend Heery was selected for the GSA National Construction Management, Program/Project Management, and Building/Lease Inspection Services Blanket Purchase Agreement. With this new contract, we continue to deliver the full range of construction, program, and project management services that we have provided to GSA for over 30 years.

Projects

Key projects we have completed for GSA in the past five years include:

- **Calexico West Land Port of Entry Phase 2A** – Construction of a new administrative building, expansion of the primary and secondary vehicle inspection canopy, and six additional northbound vehicles inspection lanes/booths. Completed in 2023.
- **Office of Medicare Hearings and Appeals (OMHA) Tenant Improvements** – A new, 30,000 SF office/judicial space for the Office of Medicare Hearings and Appeals (OMHA) for the U.S. Department of Health & Human Services (HHS). Completed in 2020.
- **San Ysidro Land Point of Entry Phase II** – Pictured above, the renovation project involved significant demolition of existing structures, construction of replacement facilities, and the historical renovation of a 1932 Customs House. Completed in 2019.
- **Evo A. DeConcini U.S. Courthouse Tenant Improvements** – Renovation of approximately 15,000 SF on the 1st, 3rd, and 6th floors of the Evo DeConcini Federal Building. Completed in 2020.

County of Santa Barbara Project Management Services in Support of the Countywide Capital Improvement Program

Contracting agency:

County of Santa Barbara

Contracting agency PM/agency contact information:

*John Green,
 Capital Division Chief
 805.934.6229
 jlgreen@countyofsb.org*

Contract amount:

\$1.2M

Funding source:

Public

Date of Contract:

2022-ongoing

Date of Completion:

Ongoing

Contractor PM/contact information:

*Alberto Vela
 alberto.vela@turntown.com*



Project Description

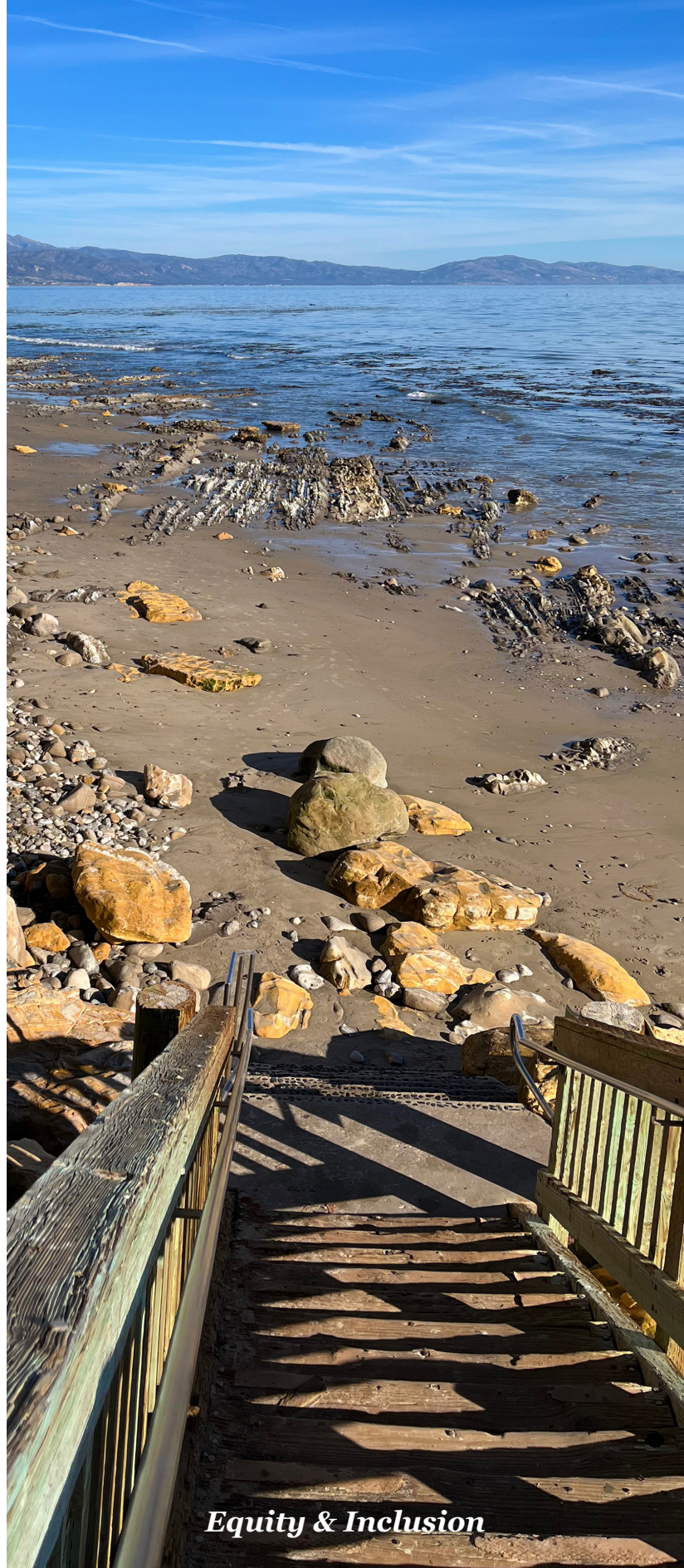
Turner & Townsend Heery has been providing on-call project and construction management services to the County of Santa Barbara since early 2022.

Projects

- **Public Safety Radio Tower Projects:** New radio towers throughout the County of Santa Barbara, including the one at Rincon Peak, pictured above.
- **Jalama Beach Restroom Renovation:** Construction of four bathrooms. Scope of work included, but not limited to, grading, new sewer, water lines, masonry building, framing, drywall, paint, plumbing fixtures, and updates to ADA path of travel to restrooms.
- **Santa Barbara District Attorney Exterior Weatherization Project:** The building's exterior sealant has deteriorated, and incurred water damage with cracks throughout the stucco. The project solution was to properly seal the exterior of the building.
- **Casa Omega Renovation Project:** Located on the Calle Real campus, this project provided emergency housing with convenient access to services necessary for a successful transition from shelter to permanent supportive housing.
- **County Assessors Records Administration Conference Room Expansion Project:** The scope of work included demolition of ceilings, internal walls, and existing storage shelves, construction of parameter wall and installation of new 2x2 or 2x4 ceiling grid, LED lighting, additional HVAC ducts and registers, electrical outlets, light switches, and flooring (partial, new flooring installed in a majority of the projects; approximately 300 SF).
- **Additional Projects:**
 - Santa Barbara Administration Building – Replace Main Elevator Controls
 - Santa Barbara Main Jail Elevator Repair (Sheriff)



Section 3 Contractor Staffing



Equity & Inclusion

Contractor Staffing

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

Organizational Chart

Our proposed project team was selected with Santa Barbara County’s specific needs and goals in mind. Turner & Townsend has over 110 employees in California, and our experience on public projects in the state spans over 70 years. We have proposed the following staff based on their experience, proximity, and availability.

The following pages provide full resumes for each staff member, including each proposed team member’s experience, education, certifications, and registrations.



CONSTRUCTION CONTRACT MANAGER

Scott Kaufman (Associate AIA)
Ventura

PROJECT AND CONSTRUCTION MANAGEMENT TEAM

Capital Project Manager II

Angel Ayala (CCM, LEED AP)
Ventura

Charles Darrow (RA)
San Luis Obispo

Supriya Kulkarni (PMP, LEED AP)
Ventura

Victor Pacheco
Santa Barbara

Capital Project Manager I

Clay Preston
Ventura

Timothy Dickman
Santa Barbara

Amir Ghajarian
Ventura

Ali Ghajarian
Ventura

Scott Kaufman Associate AIA Construction Contract Manager



Scott has over 20 years of experience as a project manager and owner's representative in the construction industry. He brings a broad range of public project management expertise, including hospitality facilities, conference centers, office and government buildings, and academic facilities. His responsibilities have included working with design-build teams and managing projects from schematic design through construction, coordinating with contractors and vendors, establishing project budget and schedule, providing constructability and design review, and reviewing RFI's and bid packages. Scott is adept at managing complex construction projects and working with multiple stakeholders, and cultivating a highly-collaborative team environment.

Education

Associates in Arts, Los Angeles
Pierce Community College

Registrations

Associate Member, American
Institute of Architects

Affiliations

Southern California
Development Forum
CMAA

Years of Experience/ Years with Firm

20/10

References

Ben Veenendaal,
Vice President, POC
Pepperdine University
ben.veenendaal@pepperdine.edu
310.506.4581

Chris Portway, Campus
Architect, POC
Pepperdine University
chris.portway@pepperdine.edu
310.506.4581

Relevant experience

- Mountain Events Center, Pepperdine University, Malibu, CA. Scott served as Senior Project Manager for the new \$350M events center.
- Seaside Residence Hall, Pepperdine University, Malibu, CA. Scott served as Senior Project Manager for the new \$75M project.
- Stadium Renovation, Pierce Community College, Woodland Hills, CA. Scott worked with the design-build architect from the schematic design through construction documents. (\$15M)
- Los Angeles Federal Courthouse Competition, GSA, Los Angeles, CA. Working as an owner's representative, Scott provided project management services and coordinated with the contractor and architect on this 12-week competition, 550,000 SF construction project. (\$318M)
- Los Angeles County Data Center, Los Angeles, CA. Project Manager for this 90,000 SF project from the schematic design through construction documents.
- Hope Residence Hall, Biola University, La Mirada, CA. Scott served as project manager for the 100,000 SF hall, from schematic design through construction administration (\$15M)
- Horton Residence Hall, Biola University, La Mirada, CA. Project Manager for the \$17M and 97,000 SF, schematic design through construction administration
- Center for the Arts, Biola University, La Mirada, CA. (\$55M): Project Manager for the 180,000 SF, programming, and concept design
- West LACD Athletic Complex (competition), Culver City, CA. Project Manager during the schematic design for the 80,000 SF project. (\$85M)
- William Morris Office Building, Beverly Hills, CA. Project Manager for the 200,000 SF project from concepts, city entitlements, and schematic design through construction documents. (\$60M)
- Triangle Building, Warner Brothers, Burbank, CA. Project Manager for the 150,000 SF project from schematic design through construction documents.

Angel Ayala LEED AP, CCM Capital Projects Manager II



Angel is a seasoned senior project manager with approximately 15 years of experience managing \$250M of projects of varying types through the entire project lifecycle: planning, entitlement, design, procurement, construction, closeout, and turnover to operations. Angel has extensive experience working with local agencies on energy project policies and entitlements, as well as having management design and construction for more than \$75M of vertical building projects in multiple sectors including life sciences, education, municipal, and renewable energy.

Relevant experience

- Multiple Projects, Pepperdine University, Malibu, CA. Owner's Representative responsible for managing project teams, including all design/engineering consultants, University vendors, and contractor teams through all facets of project development, including conceptual project planning, design/engineering, pre-construction, bid and award, entitlements/permitting, construction, and close-out phase of all assigned projects.
- Solar Photovoltaic Projects, City of Oxnard, Southern California Edison, Oxnard, CA. Responsible for implementing Southern California Edison's Local Government Energy Efficiency Strategic Plan to roll out an expedited permitting program for residential building permits for Solar PV in the City of Oxnard. Additionally, helped draft the City residential solar ordinance approved by the Council.
- California Energy Commission Proposition 39 Program for K-12 Schools, Los Angeles, CA. Managed the deployment of the program for various K-12 school districts over a 5-year program. Responsible for managing multiple energy efficiency projects under construction and all reporting (\$20M budget).
- Judicial Council of California, Los Angeles, CA. Lead Project Manager representing the Judicial Council of California to implement energy efficiency and sustainability programs. Oversaw over 20 LED lighting courthouse retrofits and helped the Council save \$2M in energy costs per year and over 11M kWh.
- Government Sponsored Physical Science and Engineering Research Laboratory, Los Angeles, CA. Led project teams through the design and construction of multiple sensitive compartmented information facilities including microelectronics laboratory facilities per government technical specification ICD 705. Services included resource planning, cost management, project feasibility studies, delivery method development, bid evaluation and procurement, and design and construction project management from the initial planning and scoping phase, permitting, through post-construction and project close-out.

Education

Master of Public Policy,
California Polytechnic State
University, San Luis Obispo

Bachelor of Arts, International
Relations, California State
University, Chico

Registrations

LEED Accredited Professional,
Operations & Maintenance

Certified Construction
Manager #15768, CMAA

Certified Energy Auditor,
The Association of Energy
Engineers

OSHA 30-Hour Construction
Safety & Health

Years of Experience/ Years with Firm

15/1

References

Thomas Collins, Deputy
Director of Operations
HRL Laboratories
tjcollins@hrl.com
310.317.5244

Robert Shue, Facilities Project
Manager, Judicial Council of CA
415.361.8812
robert.shue@jud.ca.gov

Charles Darrow RA Capital Project Manager II



Charles has over 30 years of experience as an Architect and Project Manager in construction and project management, contract administration, project and document controls, cost/schedule management, claims resolution, and value engineering. He has overseen and managed numerous projects throughout California for federal, municipal, institutional, and corporate clients.

Relevant experience

- Tenant Improvement and Renovation, US Army Corp of Engineers (USACE), Sacramento, CA. Project Manager and On-Site Owner's Representative for the tenant improvement and renovation project serving the primary building tenant—USACE. The project involves 80,000 SF of primarily office space spread across six floors in a 30-year-old, nineteen-story cast-in-place concrete high-rise. Additional duties include performing ADA accessibility upgrade work, and the complete renovation of restrooms and necessary elevator modernizations. The majority of the work for this multi-phased project is being completed during normal working hours with no disruption to the existing operations as we use swing space and careful sequencing of the work. Due to the nature of this project, Charles' team implemented dust and noise mitigation measures and set in place environmental and safety control protocols.
- Tenant Improvements, Confidential Medical and Pharma Client, Santa Clara, CA. Senior Project Manager for the project that involved a 200,000 SF medical building and \$60M of tenant improvements for a new six-story high-rise office. Designed for an innovative medical devices company, the project included R&D labs, offices, meeting/conference spaces, a clinical training center with an operating room suite, loading dock/receiving spaces, a fitness center, and more.
- City Hall, Culver City, CA. Project Manager and on-site Owner's Rep for an 80,000 SF, \$30M, three-story podium-style building containing a new City Hall & Council Chambers. The facility consisted of a synthetic stucco (EIFS) exterior facade over a steel moment-framed structure and included a below-grade system of steel piles, shoring and waterproofing. The building consolidated staff from several locations (including Fire & Police Departments) and features a full-size replica of the historic City Hall façade; a two-level, 500-space underground parking structure; an Arts-in-Public-Places program; and a fully-landscaped Plaza with fountains, walkways and gathering spaces.
- Irvine Barclay Theatre, Irvine, CA. Project Manager and on-site Owner's Rep for a new, \$18M public/private venture Performing Arts Facility on the UC Irvine campus with a 750-seat Main Hall and 200-seat Studio Theater. Construction consisted of colored, fluted, cast-in-place concrete walls with horizontal steel beam framing and a below-grade system of steel piles, shoring and waterproofing. State-of-the-art theatrical amenities included: Fly Loft, trapped Stage, full-width Orchestra Lift and Pit, Symphony Shell, tunable Acoustical Elements, suspended Catwalks, automated Rigging & Lighting systems, and performers spaces (costume storage, makeup/dressing rooms, restrooms and green room).

Education

BA, Architecture, University of California, Berkeley

Registrations

Registered Architect, California
#C14271

Years of Experience/ Years with Firm

35/13

References

Jay Rambo, Vice President/
Office Director (Project
Principal), Smith Group
jay.rambo@smithgroup.com

Chris Winn, Vice President,
Boyd Watterson Asset Mgmt,
720.624.5476
cwinn@boydwatterson.com

Supriya Kulkarni PMP, LEED AP Capital Projects Manager II



Supriya is a highly adaptable, motivated, results-driven leader with 20+ years of cross-functional experience in Development, Operations, Facilities, Project Management and Architecture. She has a proven record of successfully delivering projects through effective leadership and communication. Supriya holds multiple certifications and an MBA, giving her the skillset, knowledge, and background to manage your projects effectively.

Relevant experience

- Pepperdine University, Malibu, CA. Senior Project Manager for the renovation of the Faculty Administration Housing/Real Estate projects and the Mountain Event Center (\$350M). The Mountain Event Center (approximately 160,000 SF) will feature a 3,600-seat arena for basketball and indoor volleyball teams, and other speaking, community, and campus events.
- Viewpoint School, Multiple Projects, Calabasas, CA. As Director of Capital Projects, managed all phases of pre-planning, planning, budgeting, RFP/RFQ, permits, design and construction of a 37,000 SF softball field (project cost \$3M), co-managed a 220,000 SF primary school project (project cost \$12M), and managed Offices for Admissions department TI project (project cost \$1.75M) and a classroom expansion project.
- Additional Projects:
 - Design development and CD Submittal for Disneyland Splash Mountain Rehab, Sixth and College way Building for Pomona, L.A. Union Station Run-through tracks (Micro-station) and Metrolink station Pedestrian bridge improvements Project for City of Santa Ana, Sprinter Maintenance Facility at Escondido and Caltrain Stations at Palo Alto and California Ave, and proposed under crossing for City of Montclair.
 - Design development, 100% CD submittal and Addendum drawings for Sprinter (Oceanside/Escondido) Rail project – Mainline and San Marcos Loop, Proposed Undercrossing project and Proposed Second platform project for City of Pomona.

Education

MBA (Finance), Texas A&M University Corpus Christi, Texas, In Progress

M. ARCH, Southern California Institute of Architecture

B. ARCH, L.S. Raheja School of Architecture, Mumbai, India

Registrations

LEED Accredited Professional

PMP Certification, Project Management International

CEFP – Certified Education Facilities Professional

Years of Experience/ Years with Firm

20/4

References

Mike Adams, Director of Facilities, Viewpoint School
818.653.9327
madams@viewpoint.org

Chris Portway, Campus Architect, Pepperdine University
310.506.4581
chris.portway@pepperdine.edu

Victor Pacheco

Capital Projects Manager II



Victor has nearly 20 years of experience in construction with the US Navy and was a Senior Enlisted [Electrical] Advisor (SEA) for various NAVFAC commands. His experience and roles includes electrician, electrician leader, training, supervision, construction management, project management with a focus in electrical and mechanical. He has built, managed, and overseen hundreds of electrical and mechanical projects in his career, with an approximate value of over \$1B. Overall, in his capacity as a SEA he played a critical role in ensuring that electrical capabilities within the Marine Corps are maintained at optimal levels, contributing to mission success and the overall readiness of Marine units.

Relevant experience

- US Navy, Port Hueneme, CA. Senior Enlisted [Electrical] Advisor (SEA) . Victor's role in the electrical field primarily revolved around providing expert guidance, leadership, and mentorship to junior enlisted personnel within the Electrical field. His key responsibilities included:
 - **Leadership and Mentorship:** The SEA serves as a senior leader and mentor to enlisted Marines specializing in electrical disciplines. They provide guidance on career progression, professional development, and personal growth.
 - **Technical Expertise:** As an expert in electrical systems and equipment, the SEA ensures that Marines under their supervision maintain high standards of technical proficiency. He conducted training sessions, oversaw maintenance procedures, and advised on the deployment and utilization of electrical resources.
 - **Operational Support:** During operational deployments or exercises, Victor ensured that electrical systems and equipment are operational and effectively maintained. In addition, he advises commanders on the capabilities and limitations of electrical assets.
 - **Communication and Coordination:** They served as a liaison between enlisted personnel, unit commanders, and higher echelons of command. Effective communication was crucial for ensuring that electrical capabilities met operational requirements.
- Camp Leatherneck, Helmand Province, Afghanistan. Utilities Chief/ Senior Engineer Officer. Victor was responsible for working with KBR contractors for 12 months in the installation of power panels, transformers, under ground wiring and developing the power station that provided more than one gigawatt in electricity to all Camp Leatherneck that had over 40,000 service members deployed. \$500M.
- Castle Joint Task Force North (JTF-N), Columbus, New Mexico. Lead Engineer Operations Officer. Victor was responsible for the completion of the installation and electrification of 30 electrical poles for the US Border Patrol, and managing a team of 25 individuals. Responsible for developing budgets, schedules, reporting and coordinating meetings with the contractors, US Army Corps of Engineers and Homeland Security officials. \$15M.
- Camp Leatherneck, Helmand Province, Afghanistan. Utilities Chief/ Senior Engineer Officer. He was responsible for working with KBR contractors in order to troubleshoot/ fix more than ten 200kw transformers and provide constant uninterrupted electricity to Kandahar air field in order to support Operation Enduring Freedom. \$6M .

Education

MBA, Columbia Southern University, Orange Beach

BAS, Ashford University , Clinton

Years of Experience/ Years with Firm

20/<1

References

Jerry J McDonough, Chief Warrant Officer 5, Marine Corps Systems Command
858.722.9464
jerry.j.mcdonough@gmail.com

Talmadge Jackson (Contractor)
Patricio Enterprises
951.491.3556
talmadge27@msn.com

Clay Preston

Capital Project Manager I



Clay has over 25 years of experience with public government, education, healthcare, and industrial clients in all construction phases. He is proficient in developing and managing relationships with owners, owner's representatives, architects, engineers, clients/stakeholders and subcontractors.

Clay is currently serving the County of Santa Barbara as part of our Project Management Services in Support of the Countywide Capital Improvement Program.

Relevant experience

- Public Safety Radio Tower Projects, Santa Barbara County, CA. Senior Project Manager. We are currently reviewing scope of work and preparing RFP's for all civil work for new radio towers throughout the County of Santa Barbara. Services include, but not limited to, grading, structural concrete, installation of radio towers (50' to 150'), shelter of racks, new onsite backup generators, trenching and installation of new conduit for cabling to the towers. Twenty eights total towers will be constructed. Cost: \$30M for all sites.
- Jalama Beach Restroom Renovation, Santa Barbara County, Santa Barbara, CA. Senior Project Manager for the construction of four bathrooms. Scope of work included, but not limited to, grading, new sewer, water lines, masonry building, framing, drywall, paint, plumbing fixtures, and update ADA path of travel to restrooms. Cost: \$1.59M
- Multiple Projects, Pepperdine University, Malibu, CA. Construction Manager and Project Manager, Clay was involved with multiple higher education projects, including a data center, commercial kitchen upgrade, law library renovations, MEP upgrades, and more. \$10M+.
- UCLA Oncology, Ventura, CA. MEP Design Build. Approximately 8,880 SF tenant improvements. \$750K.
- Providence Santa Monica, Energy Rebate Program, Santa Monica, CA. Collaborated with the HVAC and lighting retrofit vendor for installation of upgraded energy efficient controls system. Responsible for coordination and quality control.
- Califa Core & Shell, Multiple Locations. Complete remodel of an existing 22,000 SF building. Included new interior structural upgrades, new electrical switch gear, new HVAC system, steel door and window, roof, new fire sprinkler main and domestic water line, landscaping, and parking lot. Value \$2.6M.
- Homestead Air Reserve Base Munitions Three-Building Renovation, Homestead, FL. The design-build project was a prepared site with temporary trailers, electrical, restrooms, and fencing. Clay worked with the design team to complete 100% plans and construction documents for Base CE approval. He also conducted numerous site visits with mechanical, electrical, and structure engineers and worked on buyouts with subcontractors and material vendors. \$2.8M.

Education

United States Navy,
Quartermaster 3rd Class

Registrations

GSA (Homeland Security
Clearance) for Federal Facility
projects

Timberline Estimating

Trane Summit and Tracer
Controls Certified

OSHA 30-hour Health and
Safety Training (29 CFR 1910.
120)

Years of Experience/ Years with Firm

25/7

References

Ben Veenendaal,
Vice President, POC
Pepperdine University
ben.veenendaal@pepperdine.edu
310.506.4581

Roy Buchert, Sr. Energy
Program Manager
CBRE | Providence Account
roy.buchert@cbre.com
425.282.2213

Timothy Dickman

Capital Project Manager I



Tim has nearly 10 years of experience in construction with the US Navy and the public sector. His experience and roles includes project management, superintendent, and field engineering, he has built over \$50M in construction for ground-up projects, tenant improvements, and renovation projects. In addition, he has recent HCAI/OSHPD experience. Tim is well-versed in the construction process from pre-construction, bidding, delivery, and close out.

Relevant experience

- Santa Barbara Cottage Hospital, Cottage Health, Santa Barbara, CA. Superintendent. Tim's responsibilities included pre-construction services such as preparing budgets and estimates, design reviews, and bidding. During the construction phase, he was responsible for delivering the project, managing the cost and budgets, managing and supervising the trades and craft labor, various subcontractors, safety, punch list, and closeout.
- Cottage Rehabilitation Hospital (Goleta) – Remodel/Rehab Center: Oversaw, managed, and delivered the new Cottage Rehabilitation Center. The scope of work involved repurposing an existing 63,000 SF building. The interior space of the building was gutted and remodeled. All major building systems, such as MEP, electrical, lighting, fire and safety, and communication systems, were upgraded or replaced. A complete tenant improvement and fit-out for a new rehabilitation center was constructed.
- South Wing HVAC Improvements and Roof Repair: Oversaw, managed, and delivered the project for the hospital. The scope of work included removing and replacing the existing air handler unit and roof with associated structural steel, plumbing, mechanical, electrical, and related equipment upgrades.
- Castle Rock Adventist Hospital Medical Office, Castle Rock, CO. Resident/Field Engineer. Tim was a field engineer for a 70,000 SF new medical office building (MOB). His duties included maintaining and reviewing weekly project meetings, minutes, RFI, CO, and submittal logs, updating the 3-week look-ahead schedule, material/equipment controls, pay applications, inspection coordination, documentation, and closeout. The new MOB included two operating rooms, two shelled operating rooms, two procedures rooms, and 14 pre-ops holding rooms.
- Mountain Metropolitan Transit Campus Expansion, Colorado Springs, CO. Resident/Field Engineer. 50,000 SF new transit bus storage facility. Tim's duties included maintaining and reviewing weekly project meetings, minutes, RFI, CO, submittal logs, updating the 3-week look ahead schedule, material/equipment controls, pay applications, inspection coordination, documentation and close-out. The project included a new transit bus storage facility that accommodates 72 vehicles with electric bus charging infrastructure and new administrative office space for contract operations and transit bus drivers.

Education

Exercise Science, A.S.,
International Sports Science
Association

Registrations

OSHA 10-Hour Construction
Safety & Health

Navy Ship Firefighter
Certification

Awards & Honors

Two time Navy and Marine
Corps Achievement Medal
(2016 and 2019)

Years of Experience/ Years with Firm

10/<1

References

Wyatt Thomson, Construction
Project Manager, ProWest
Constructors
805.452.1627
wyattthomson@gmail.com

Noel Hansen, Petty Officer
Second Class, United States
Navy
605.838.6072
noelhansen21@gmail.com

Amir Ghajarian

Capital Projects Manager I



Amir is a top-performing project manager with over 15 years of experience. He brings in-depth knowledge of engineering, project management, estimating, and scheduling. Amir is highly organized and detail-oriented. He has experience managing a wealth of projects, including renewable energy, focusing on delivering on-time, within budget, and consistently meeting and exceeding all project expectations.

Relevant experience

- Maintenance Projects, Southern California Edison, Multiple locations, CA. Associate Project Manager for multiple small-cap maintenance projects for Southern California Edison substations and service centers.
- ADA and Maintenance Projects, Los Angeles Unified School District, Los Angeles, CA. Project Manager for several projects including Pio Pico Middle School and San Pedro High School.
- Pioneer Park New Restroom Building and Site Improvements, City of Anaheim, Anaheim, CA. Project Manager. The \$2.8M project installed 45 new pole lights and replaced the existing restroom building with a new building. Site improvements included a walking trail, seating areas, exercise equipment, and site access improvements to meet ADA requirements.
- Renewable Energy for Madrona Marsh Nature Center, City of Torrance, Torrance, CA. Project Manager for the construction of a new steel canopy with photovoltaic glass solar panels at Madrona Marsh Nature Center. \$850K.
- HVAC Renovation, Conejo Valley Unified School District, Conejo Valley, CA. Project Engineer. Installed of new HVAC Units at six schools. \$460K.
- Pepperdine University, Various Mechanical Projects, Malibu, CA. Associate Project Manager.
- Estate Homes and Venice Development, Multiple Locations, CA. Project Engineer. Estate homes from pre-design to post-construction ranging from \$3M to \$11M in Beverly Hills, Newport Beach, and Montecito, CA.
- Soul Park, County of Ventura, Ojai, CA. Project Engineer. Construction of two new restroom buildings at Soul Park. \$675K.

Education

BS, Civil Engineering,
University of Salford,
Manchester (UK)

Registrations

California General Contractor's
License #998053

OSHA 10-Hour Construction
Safety & Health

Certified Construction
Manager In-Progress

Years of Experience/ Years with Firm

15/5

Reference

Dr. Michael Nurok
Cedars-Sinai
310.248.7369
michael.nurok@cshs.org

Paul Rizzo, Project Director,
Department of Design and
Construction
Pepperdine University
310.506.7552
paul.rizzo@pepperdine.edu

Ali Ghajarian

Capital Projects Manager I



Ali has over 15 years of experience in construction management and an in-depth knowledge of analytical methods, statistical theories, and computerized models. He has excellent communication skills and effectively collaborates with subcontractors, vendors, architects/engineers, and owner representatives. Ali has completed multiple projects that are similar in scope and size and would be an asset to your project team.

Relevant experience

- Haddon Early Education Center, Nature Explore Playground, Los Angeles Unified School District, Los Angeles, CA. Project Manager. \$5.2M.
- Vaughn Early Education Center, Nature Explore Playground, Los Angeles Unified School District, Los Angeles, CA. Project Manager. \$3.4M.
- Hollywood High School, ADA CTEIG Improvement, Los Angeles Unified School District, Los Angeles, CA. Project Manager. \$3.2M.
- Taft High School, Los Angeles Unified School District, Los Angeles, CA. Project Engineer for the ADA Improvement, including barrier removal and bathroom upgrade. \$2.8M.
- Anaheim Library Renovation, City of Anaheim, Anaheim, CA. Project Engineer for the \$1.4M project.
- Education Middle School, Charter School Lifeline, Compton, CA. Project Engineer for the \$980K plumbing and restroom upgrade.
- Oak Park High School Building A Gymnasium Modernization, Las Virgenes Unified School District, Oak Park, CA. Project Site Engineer for the \$1.8M project.
- Canopy and ADA Improvement, The City of West Hollywood, West Hollywood, CA. Project Site Engineer for the \$650K construction of a new steel canopy and ADA improvement.
- Sidewalk and ADA Improvement, Huddersfield University, Huddersfield, England. Project Engineer Assistant for the \$2.2M sidewalk and ADA improvement, including lighting.

Education

BS, Civil Engineering,
University of Salford,
Manchester (UK)

Registrations

OSHA 10-Hour Construction
Safety & Health

Certified Construction
Manager In-Progress

Years of Experience/ Years with Firm

15/5

Reference

Dr. Michael Nurok
Cedars-Sinai
310.248.7369
michael.nurok@cshs.org

Paul Rizzo, Project Director,
Department of Design and
Construction
Pepperdine University
310.506.7552
paul.rizzo@pepperdine.edu



Section 4 Organization & Approach



Innovation

Organization & Approach

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

Number of Project Staff

Turner & Townsend has more than 110 professionals throughout California working with public and private clients in our broad service offerings. Our current firm workload is consistent, with 85% of all staff working on assignments, overseeing more than \$1B of facilities and capital projects in all phases of the project life-cycle. We look forward to finalizing the specific individuals and the number of hours and duration required for this assignment.

Offices (Facilities Available)

2761 Park View Ct,
 Oxnard, CA 93036

Team Roles and Public Project Experience

Name	Proposed Role	Public Project Experience
Scott Kaufman (Associate AIA)	Construction Contract Manager	Pierce Community College, Los Angeles Federal Courthouse Competition, Port of Long Beach Headquarters Building, Los Angeles County Data Center
Angel Ayala (CCM, LEED AP)	Capital Project Manager II	Judicial Council of California, City of Oxnard Solar Photovoltaic Projects, California Energy Commission Proposition 39 Program for K-12 Schools
Charles Darrow (RA)	Capital Project Manager II	US Army Corp of Engineers – Sacramento Tenant Improvements, Culver City Hall, Irvine Barclay Theatre (Public/Private)
Supriya Kulkarni (PMP, LEED AP)	Capital Projects Manager II	LA Union Station, Sprinter (Oceanside/Escondido) Rail Project, City of Santa Ana Pedestrian Bridge Improvements, City of Montclair Proposed Under Crossing
Victor Pacheco	Capital Projects Manager II	Camp Leatherneck, Castle Joint Task Force North (JTF-N), Senior Enlisted [Electrical] Advisor (SEA) at US Navy – Port Hueneme
Clay Preston	Capital Projects Manager I	County of Santa Barbara – Multiple Projects, UCLA Oncology
Timothy Dickman	Capital Projects Manager I	City of Colorado Springs – Mountain Metropolitan Transit Campus Expansion
Amir Ghajarian	Capital Projects Manager I	Los Angeles Unified School District, City of Anaheim, Conejo Valley Unified School District, City of Torrance
Ali Ghajarian	Capital Projects Manager I	Los Angeles Unified School District, City of Anaheim, Las Virgenes Unified School District, City of West Hollywood

Organization & Approach

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

Overall Philosophy and Project Management Approach

We are intentional in our approach to project and construction management, and want to provide you with the best opportunity for a successful project. Turner & Townsend Heery's approach creates a balanced combination of attitude, experience, and a structured management staffing approach tailored to the County.

Our team will implement Turner & Townsend Heery's 15 principles—our structured service delivery framework. This approach is not a cookbook or cookie-cutter approach. These principles outline our practices which are customized for each client. They include:

TURNER & TOWNSEND HEERY'S 15 PRINCIPLES OF PROJECT MANAGEMENT

1. Balance the program scope, budget, and schedule
2. Develop the management plan for the project/program
3. Develop the right Management Information System (MIS) and communication plan for the owner
4. Select a design firm that is the right fit for the owner and project
5. Launch the project with a thorough project analysis and full team participation
6. Control design phase time by creating a design schedule and monitoring progress
7. Control construction cost during design by evaluating the in-progress design
8. Control the total costs, including life-cycle costs, during the in-progress design
9. Protect the owner's rights with balanced general conditions
10. Achieve the best construction price through management of the bid phase
11. Verify safety management of the site with a safety plan
12. Control construction time through consistent on-site representation
13. Control construction cost through management of change orders and payments
14. Control construction quality with a Quality Assurance Plan
15. Control project close-out by expediting documents, training, and approvals

Our primary focus is the County's best interests. We hold the design team accountable to milestones deliverables, review design deliverables, provide ongoing value engineering and constructability review of the drawings, coordinate user review of documents, coordinate necessary permitting, assist through bidding with contractor outreach, perform quality assurance with on-site construction inspections, community, and stakeholder presentations; and drive the project from substantial to completion and acceptance.

Organization & Approach

Scope of Work Management

Adhering to budget and schedule and delivering on these commitments are the pillars of Turner & Townsend Heery's project management. We begin all our projects by developing a management plan that becomes the foundational document for the project and team as it takes a deep dive into all aspects of the project. The plan establishes an overall project schedule with key design, construction, consultant procurement, reviews, and permitting milestones. We break down the established overall project budget into line items, ranging from construction and design to legal and sales tax. This breakdown provides a structure customized to align with the County's internal accounting practices in tracking all commitments and invoices. The management plan also solicits discussions leading to the identification of the best project delivery method, communication protocols for the team, approval authority levels, and reporting. It also addresses challenges and solutions to potential roadblocks to keep the project on schedule and within budget.

We prioritize minimizing our work's impact on your staff and services, and we will communicate the schedule early on and set expectations for when disruptions will occur and how they will be managed. Communicating change is key to success, and we work hard to understand how construction impacts your daily activities and minimize disruptions. We will proactively address any concerns from your staff, client team, and constituents. Turner & Townsend Heery will provide regular, attainable timelines with clear updates to your project team and other stakeholders as desired. A positive user experience equates to a positive overall project.

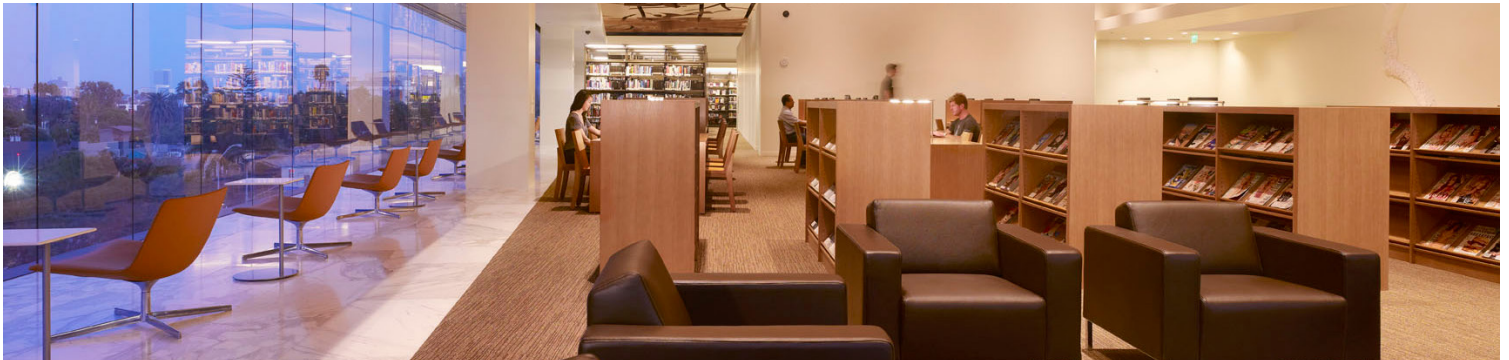
We understand public projects have finite budgets and managing them starts with upfront planning. Our team will work with you to break down the budget into appropriate line items (from design and construction to relocation and permitting fees) and create a structure to comply with future audits. We can provide detailed reporting for each line item and up-to-date forecasting of trending costs. These reports are formatted and delivered per the County's specifications and will be included in monthly reports for you and your stakeholders.

Team and Collaboration Management

Transparency and collaboration are the keys to success for any project, and clear and understandable lines of communication are essential. Our role is to be an extension of your staff. Lines of communication and levels of authority will be clearly described in the management plan, along with all necessary reporting needs.

All communication and reporting is customizable to your needs. Some clients desire high-level summaries, while others want reports that dive into the details. We often provide weekly reports of current construction work and detailed monthly reports covering work performed over the last month, look-ahead to work coming, review of the overall schedule, and updated progress photos. We understand that everyone is busy and aim to provide the information in easy-to-read and understandable ways for your team and stakeholders.

The key to making sound decisions is to have all the information. Our approach is to bring issues to the County early with pros and cons, solutions, and recommendations to allow you to make informed decisions quickly. Making quick decisions during the design and construction phases keeps the project on schedule and contributes to staying within budget.



↑ City of West Hollywood Library, a Turner & Townsend Heery project

Organization & Approach

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

We have provided resumes and references for each of our team members in Section 3 of our proposal.

The resumes feature references, relevant experience for the Project's Scope of Work, as well as the length of employment with Turner & Townsend Heery. Below is a brief description of the roles of each of our key team members, per our understanding of the Scope of Work presented by the County of Santa Barbara:

Contractor Contract Manager – Scott Kaufman (Associate AIA)

Our CCM will be responsible for the work under the Contract and shall perform, or ensure the performance of, the tasks described in the contract and subsequent Task Orders. In addition to other specified responsibilities, our CCM shall be responsible for all matters related to personnel performing project management services work, and operations including, but not limited to:

- Ensuring that deliverables are clearly defined and time-bound; and that the deliverables satisfy the County.
- Supervising, reviewing, monitoring, training, and directing the PM's work.
- Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the County Contract Manager.
- Administering personnel actions and ensuring appropriate actions taken by personnel.
- Maintaining and submitting organized project files for record tracking and auditing.
- Assuring that all applicable safety measures are in place.
- Providing monthly invoices for Services no later than 30 days after the last day of the month in which such Services were performed, and include the applicable Task Order maximum amount, the aggregate amount billed under such Task Order to date, the remaining available balance under such Task Order, and the remaining balance of the maximum Contract amount available under the applicable Contract.
- Reviewing invoices for accuracy and completion before billing to the County.
- Managing overall budget for Contract and providing a report to the County Contract Manager.

- Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
- Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones.
- Monitoring and maintaining required DBE involvement documentation.
- Ensuring compliance with the provisions in this Contract and all specific Task Order requirements.
- Monitoring the health and safety of personnel working in a hazardous environment in accordance with all applicable federal, state, and local regulations.
- Knowledge, experience, and familiarity with prevailing wage issues and requirements in state of California.

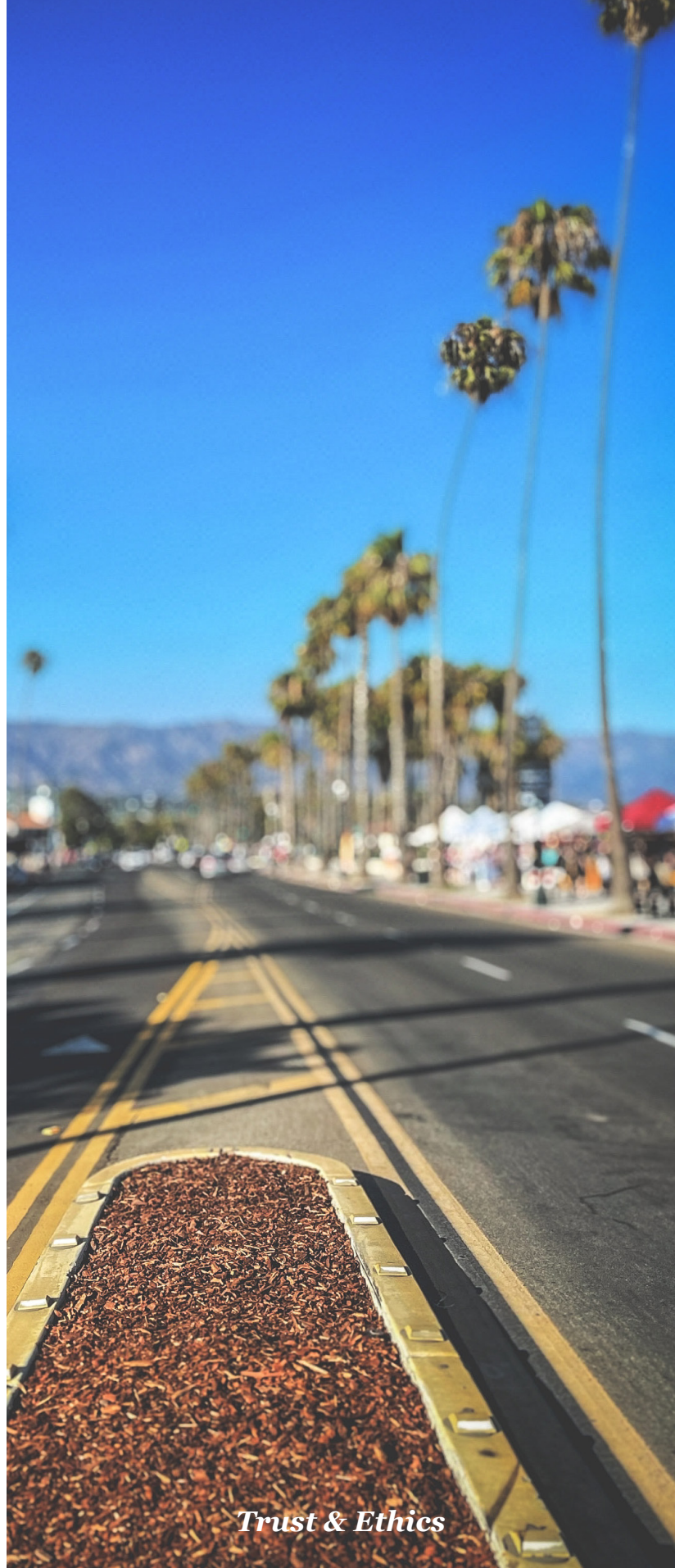
Capital Project Manager II – Angel Ayala (CCM, LEED AP), Charles Darrow (RA), Supriya Kulkarni (PMP, LEED AP), Victor Pacheco, and Capital Project Manager I – Clay Preston, Timothy Dickman, Amir Ghajarian, Ali Ghajarian

- Capital Project Managers I and II will perform the Services described in this RFP. The project managers listed above meet the qualifications required by this RFP.

Our Capital Project Managers I and II have extensive experience providing construction management services as required under this Contract. We understand that the tasks required for successful CM services include, but are not limited to, organizing the construction contract (and having knowledge of the terms at a level commensurate with the contractor); assembling daily logs, meeting minutes and reports and other supporting construction documentation (including tracking construction progress and comparing to project expenditures, or percentage of project complete); review and coordinate responses to RFIs, COs, Submittals and addendums (including coordination with the project design team); review and reconciling pay estimates and invoices from the contractor, design partners, and vendors; weekly review of and update of project schedules, including a three week look ahead, as required; and manage the project close-out, punch list process, as well as the final Notice of Completion (NOC).



Section 5 Statement of Work



Trust & Ethics

Statement of Work

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

1. Project Scope Development

Turner & Townsend Heery shares the County's goal to develop strong, detailed scopes of work for all project sizes, complexities, and types. Detailed scopes of work are developed early in the project planning and design phases so that designs conform to budgets while meeting stakeholder requirements. When detailed properly, scopes of work can be more accurately designed, specified, budgeted, and scheduled by the County team and the responding bidders, contractors, and vendors. The result is better, tighter bids with fewer guesses, contingency, and change orders.

2. Cost-Estimating/Budget

Our staff is trained in project controls and can manage the CIP cost and budgeting process for programs and individual projects. We have extensive experience with different types of project delivery and contract types, including design-bid-build, design-build, lease-leaseback, JOC, multi-prime, and more.

Our team also has extensive experience managing, planning, and overseeing the procurement and installation of owner-furnished equipment (OFE/FFE)—an important skill since the pandemic and other workforce impacts have affected supply chains and pricing.

While our PM staff is skilled and experienced in developing our PM fee forecasts and work plans, we also routinely manage third-party consultants, including cost estimators. Our work with cost estimators is focused on being engaged in the process, not merely waiting for their deliverables.

We discuss unit costing, marketplace factors, worker availability, premiums, supply chain impacts, escalation, hard-soft cost ratios, etc. We also work with our Turner & Townsend Heery national cost practice to draw on cost-related research and metrics that can impact project and cost modeling accuracy and reliability.

3. Project Schedule Development

Our staff is trained and skilled in project controls fundamentals necessary to manage the project scheduling process for programs and individual projects. Our team uses Oracle Primavera P6 and Microsoft Project for scheduling, specifically focusing on managing risk.

We believe it is important for all our PM staff to be trained in developing and reviewing project schedules and familiar with concepts related to critical path development.

Our core competencies include master schedule development, long-lead item recognition, and critical-path methods. Understanding and applying critical path analysis is essential to providing you with first-in-class scheduling support on all your projects. All too often, contractors, subcontractors, and other entities do not fully understand the nuances of critical path scheduling; as a result, time impacts are unsubstantiated or misunderstood.

Through our expertise and leadership, we are uniquely qualified to support you with contract administration, claims avoidance, and dispute resolution related to CPM scheduling.

Once we develop a Master Project Schedule, our project managers work with the project stakeholders (contractors, design/engineers, users, OFE/FFE vendors) to establish a project scheduling tool that is updated monthly, taking into account progress completed/work-in-place, key milestones upcoming (contractor and owner), and critical-field related milestones, such as deliveries, inspections, and design/engineering approvals.

4. Project Communications

Design and construction are team efforts. No one person can deliver a successful project alone. We acknowledge our job is to listen, lead, and facilitate a collaborative approach. All participants can contribute to the successful outcome of the project. We respect and encourage each stakeholder's role and responsibility. Our pillars for successful communication are to:

- **Promote Positive Communication:** Trust, honesty, openness, transparency, and prompt recommendations will contribute to good decision-making. While there are many communication formats, they all have similar fundamental elements. To promote positive communications, we attend project and community meetings, design input sessions, permitting events, and construction coordination meetings. We provide weekly and monthly reports that meet your requirements, whether oral, written, and/or web-based.
- **Serve as an Extension of Your Team:** As the client, you have ultimate control of the project. We provide you the expertise, support, and leadership as we surface issues and make recommendations as an augmentation to your organization. Our proposed project team members have experience with public capital projects and understand the importance of serving as an extension of the County.

Statement of Work

- **Do What it Takes:** We are responsible for achieving the project's overall success. We are relentless advocates for our clients. We do whatever it takes to meet and exceed your expectations.

5. Project Management / Administration Tasks

5.1 Meetings, 5.2 Project Documents,

Project administration is a core element of Turner & Townsend Heery's services. Controlling the flow of information and maintaining accurate project documentation is key to project success. Our project managers are trained in document control and data organization management. All Turner & Townsend Heery team members have experience working in various project management data platforms, including e-Builder, PM Web, SharePoint, and Smartsheet.

We understand that each design and contracting team will have preferred systems. We will make sure that any implemented system is (a) in the best interest of the County, (b) is in the best interest of the project, and (c) will allow all documentation to be available to the County at the end of the assignment for appropriate record keeping. All documentation from design decisions and submittals to construction RFIs and change orders will be properly filed and turned over to the County at the end of the project, in either electronic or hard copy format, as desired. As with every public agency, this project is public record, and it is our responsibility to protect the project and the County by keeping accurate notes and documentation for the file.

5.3 Coordination of Plans & Specifications, 5.4 Coordinate Value Engineering Process

Our PM professionals understand the importance of fully coordinated and assembled contract documents, including plans and specifications, contract exhibits, plan lists, budgets, schedules, and detailed scopes of work. Our staff is also familiar with smaller, facilities-oriented projects where the oversight and management are more of a one- project-manager approach without a team of support personnel. Our team is accustomed to and comfortable with the responsibility of total procurement and administration of a project from scope, budget, and schedule development to procurement and contracting through contractor and vendor oversight and project close-out.

We believe developing the design and construction drawings should be a structured process that follows your design standards and guidelines and combines facility operational requirements, specifications, and the County's construction protocols and procedures. We also believe design and construction drawings must represent the stakeholders' desired scope of work and must be within the approved budget parameters so the drawings are designed to budget constraints and contractor bids can remain within the available and approved project budget. To mitigate facilities maintenance/training/service issues, we also ensure material, system, and equipment specifications align with campus standards and that essential systems, such as elevators or fire alarms, are the same among the campus buildings. We also coordinate the various disciplines noted in the design and construction drawings. Our team offers quality control checks on the drawings before they are released for agency review and approval; we evaluate the drawings for buildability/ constructability, value engineering opportunities, and overall coordination that, if substandard, could result in conflicts, errors, and/or omissions. These can lead to cost and schedule impacts once the project enters construction.

We recognize and understand the importance of QA/QC coordination during design and construction development. We know where and when to perform interim reviews, implement third-party peer reviews, use technological tools, such as BIM and CAD conflict detection and resolution, and complete constructability reviews of plans before they hit the marketplace.



↑ Rincon Peak Project being completed by Turner & Townsend Heery for the County of Santa Barbara

Statement of Work

5.5 Project Organization

Providing measurable project organization in a multi-project environment would involve creating a strong and detailed scope of work for all projects subject to Task Orders issued under the Contract, utilizing the Construction Specification Institute (CSI) format. Establishing a project timeline for each project with clear milestones, implementing project management tools to track progress, such as a shared Smartsheet or Procore for more complex projects, and regularly reporting project constraints that could impact other projects and occupants of the building where renovation projects are taking place during work hours. For example, having to repair the only two elevators in a building and coordinate other renovation projects on different floors in the same building where access to the elevators would be needed to transport materials to the various levels, while at the same time building occupants needing the elevators to access their floor, creates competing constraints.

Holding weekly coordination and progress meetings to discuss any competing constraints, and collaboratively finding a solution to these constraints, and consistent communication is crucial for ensuring success in a multi-project environment.

5.6 Coordinate and Manage Bidding Process

Competition is critical to achieving good bid results. Therefore, it is crucial to promote interest in bidding the project within the construction marketplace before going to bid. This principle is applicable regardless of which project delivery method is selected and employed.

- **Market Project to Construction Industry** – Our goal is to obtain the best qualified competitive price for your construction project during the bid phase. To achieve this goal we will first determine a bid date that does not compete for other projects, upon which the project manager will inform the construction industry and the County’s electronic procurement system about your project before the bid period. The result is the most competitive bid possible for your project.
- **Bid Phase Management** – During the bid phase, the project manager will continue to contact potential bidders to maintain interest and facilitate favorable bid results. Our project managers will coordinate and comment on any RFIs from potential contractors/ bidders, prepare and issue any needed addenda, monitor the plan holders list for quality contractor, subcontractor, and supplier interest, and coordinate substitution requests crucial to good bid day results.

- On bid day, Turner & Townsend Heery can lead or assist in the bid opening procedure. After bid opening, we will evaluate bids, confirm and recommend the successful bidder, perform reference checks, issue the notice of award, assist with contract signing, and issue the notice-to-proceed.



↑ County of Los Angeles – Martin Luther King Jr. Behavioral Health Center Renovation, a Turner & Townsend Heery Project

5.7 Project Permitting

Our project management staff have experience working in various public sector environments, many with differing permit processes and requirements. Our first task is to develop a permitting flowchart to clearly understand the entities, submittal requirements, timeframes, and stakeholders so that our project managers can clearly and effectively communicate these requirements with the entire project team.

Regarding permit process management, Turner & Townsend Heery will assist the architect, as required, in securing permits and other regulatory requirements and track permit status and approval to start construction on time.

Our project managers will work with the County staff to determine whether any in-house or outside resources have successfully expedited entitlement and permit submittals so that an all-hands-on-deck approach is employed for timely approvals. Turner & Townsend Heery also has access to our own in-house resources for development and land use, which may be helpful to the County’s projects and overall program.

Statement of Work

5.8 Project Documentation

Our team members understand that specific documentation requirements exist for all County projects and will work collaboratively with the County to ensure these requirements are coordinated and met in a timely manner to obtain board approval. The project managers will take responsibility for preparing, generating, compiling, and submitting all required project-related documentation, such as reports, logs, financial documents, and other necessary paperwork, to the GS Purchasing Division, promoting a collaborative approach.

5.9 Board Letter Development

Due to our team’s experience working with the County of Santa Barbara and other counties, our project managers have experience supporting the development and processing of Board Letters for the award of contracts, agreements, and project approvals, including CEQA / NEPA determination and documentation. It is important to start the process as early as possible to give each stakeholder and each county department, such as legal, risk, finance, planning, etc., sufficient time to review, provide comments, if any, and approve the final documents to submit for docketing and board approval at the earliest available board meeting. This will ensure that the project is executed on time.

6. Project Financial Management

6.1 County Purchasing Requirements

Coordination with the County’s GS Purchasing Division will be essential to overall purchasing and procurement success. Our project managers will work shoulder to shoulder with County resources to ensure front-end documents are well coordinated and in accordance with the County standards and templates. Working as one procurement team, we aim to use existing tools, software, and portals to be more efficient and productive while yielding the County’s most competitive and timely results. Where necessary, Turner & Townsend Heery can offer our procurement-based resources that can ultimately benefit timing, cost, and bulk procurement.



← Fire Station 24
Los Alamos 125’ tower,
a Turner & Townsend
Heery project for the
County of Santa Barbara

6.2 Financial Management

Day-to-day management of project finances is a critical role for all of our PM staff on every assignment. Our team is trained in construction project management’s engineering business and risk side. This includes attention to contract administration and financial management, cost forecasting, and reporting. Our staff is skilled in all funds control requirements related to pay applications, work-in-place verification, contract tie-ins—such as retainage, deposits and contingency tracking, and lien releases necessary always to safeguard the County’s interests. Our staff is also skilled in a variety of project management software systems and ancillary tools, such as Bluebeam, DocuSign, and file sharing systems—all of which are part of the overall financial management process.

Related to construction budget management, our project managers understand that as the design evolves, the level of information increases regarding construction costs as design determines construction costs. Each project manager will know the design details and be able to review current estimates to track costs accordingly.

As the design progresses, budget reconciliations may be required to refine budget, and trade-off studies and value engineering may need to be implemented to keep the project within budget.

In addition to managing construction budgets, each project manager will track and manage all other project costs. Every cost item is given a budget and tracked from geotechnical evaluations, testing, furniture, and equipment. We can adapt to Santa Barbara County’s existing methodologies or can provide our in-house DP3 tracking program, which can be set up using your cost account codes and categories to be compatible with your financial system.

We provide real-time cost tracking, cash flow, fiscal-year figures, and project life budgets. This tool allows for line item forecasting and can alert the team to trends that require proactive management. We will review all payment requests. Each project manager will determine recommendations or revisions for payment. Our financial management tool develops a cash flow model to assist the County in projecting how much and when costs and payments are due over the project’s life.

Statement of Work

7. Construction Management (CM)

We offer a wide range of services, including project and construction management, program management, engineering, interior design, commissioning, and more. We are intentional in our day-to-day project and construction management approach and want to provide you with the best opportunity for a successful project. Turner & Townsend Heery's approach creates a balanced combination of attitude, experience, and a structured management staffing approach tailored to you.

The involvement and duties of the project leadership and team are ingrained in our 15 principles (*previously outlined in Section 4 – Organization & Approach*). We hold the design team accountable to milestones deliverables, review design deliverables, provide on-going value engineering and constructability review of the drawings, coordinate user review of documents, coordinate subconsultants to perform necessary site testing, coordinate necessary permitting, assist through bidding with contractor outreach, perform quality assurance with on-site construction inspections, community, and board presentations, and drive the project from substantial to final completion and acceptance.

B. Describe your understanding of Project deliverables.

It is our understanding that the County of Santa Barbara needs PROJECT AND CONSTRUCTION MANAGEMENT services to support the 5-Year (Fiscal Year 2024 to Fiscal Year 2029) Capital Improvement Program (CIP), which varies in scope and complexity. Our CCM and PMs have experience managing a wide spectrum of projects, including vertical, civil, tenant improvements, and new construction as listed in the CIP, to meet the needs of the County, from the early funding and planning phases, scope development, procurement, design development, bidding, construction, budgeting, cost management, safety, closeout, turnover, and maintenance. We understand the central tenet to the process is the development of a strong, detailed scope of work, utilizing the Construction Specification Institute (CSI) format.

Our CCM and PMs are ready to help meet the demands during periods of emergency response and high workload on projects with funding deadlines, where the County requires supplemental project management services by contractors to support full-time staff and meet the needs of internal County Departments, thereby enabling the County to meet its capital project delivery goals and effectively and efficiently utilize local, state, and/or federal funds.

Our CCM and PMs are capable, competent, and experienced in performing the types of work indicated in this RFP and CIP, with minimal instruction and little to no supervision. Our CCM will be responsible for the work under the Contract and shall perform, or ensure the performance of, the tasks described in the contract and subsequent Task Orders. In addition to other specified responsibilities, our CCM shall be responsible for all matters related to personnel performing project management services work, and operations including, but not limited to:

- Ensuring that deliverables are clearly defined and time-bound; and that the deliverables satisfy the County.
- Supervising, reviewing, monitoring, training, and directing the PM's work.
- Assigning qualified personnel to complete the required Task Order work as specified on an "as-needed" basis in coordination with the County Contract Manager.
- Administering personnel actions and ensuring appropriate actions taken by personnel.
- Maintaining and submitting organized project files for record tracking and auditing.
- Developing, organizing, facilitating, and attending scheduled coordination meetings, and preparation and distribution of meeting minutes.
- Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, and identify critical reviews and milestones.
- Assuring that all applicable safety measures are in place.
- Providing monthly invoices for Services no later than 30 days after the last day of the month in which such Services were performed, and include the applicable Task Order maximum amount, the aggregate amount billed under such Task Order to date, the remaining available balance under such Task Order, and the remaining balance of the maximum Contract amount available under the applicable Contract.
- Reviewing invoices for accuracy and completion before billing to the County.
- Managing overall budget for Contract and providing a report to the County Contract Manager.
- Monitoring and maintaining required DBE involvement documentation.
- Ensuring compliance with the provisions in this Contract and all specific Task Order requirements.
- Monitoring the health and safety of personnel working in a hazardous environment in accordance with all applicable federal, state, and local regulations.
- Knowledge, experience, and familiarity with prevailing wage issues and requirements in state of California.
- Project Managers I and II will perform the Services described in this RFP. The project managers shall meet the qualifications required by this RFP.

Statement of Work

C. Describe your cost control and budgeting methodology.

Our integrated cost control involves end-to-end planning of all program phases from programming to Closeout. Throughout the program lifecycle, our approach will empower Santa Barbara County with the confidence to make decisions on future investments. Our robust schedule and cost control methods will provide assurance to stakeholders that the program is understood and monitored and outcomes are accurately forecasted.

Cost Controls – Our approach will support Santa Barbara County by estimating project costs, setting an agreed budget, and managing actual and forecasted costs against each project budget and the overall program. Cost and schedule control is critical to success. Throughout the program lifecycle, we will:

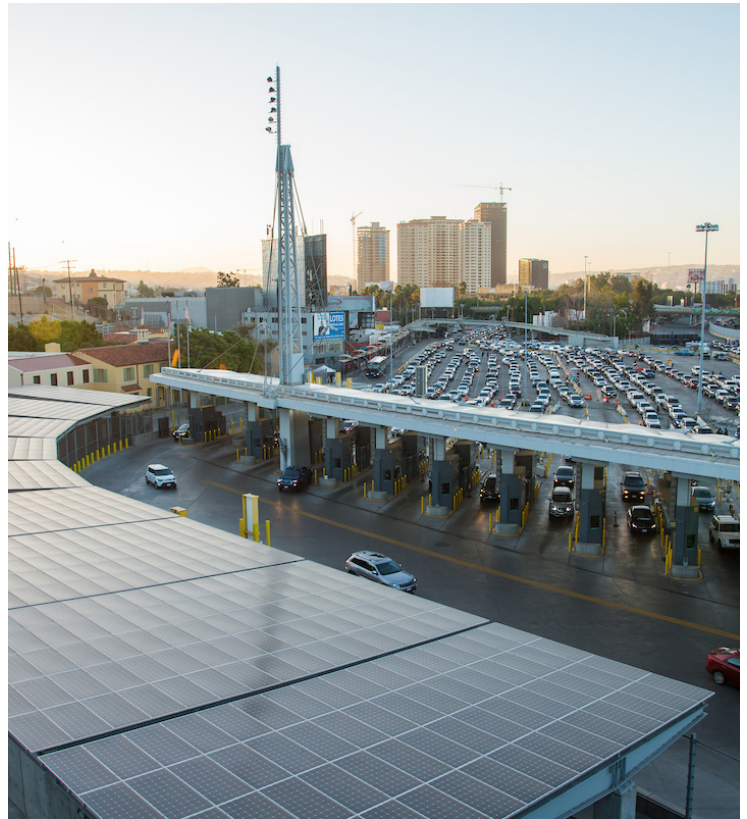
- Establish and maintain budgets and baselines, monitor cost performance, identify pressures, and provide mitigation solutions.
- Provide robust and timely cost and performance data to inform decision-making.
- Track, monitor, and control change to achieve Santa Barbara County’s needs and maximize program benefits.
- Forecast to provide cost certainty and enable appropriate financial provisions.
- Capture historical data to drive continuous improvement.
- Establish audit trails that give Santa Barbara County and key stakeholders program visibility.
- Ensure consistency and data integrity through intelligent and dynamic reporting tools that meet your needs.

Budget Management – Our project budget, cost estimating, and cost management services are a cornerstone of our service offering. Our accredited cost professionals are experts in driving cost certainty and risk reduction across complex projects.

Our Target, Improve, Control (TIC) approach will be tailored to meet the unique complexities of Santa Barbara County’s CIP. We will direct our focus across the entire CIP lifecycle, from programming to closeout catering the system to provide Santa Barbara County with a continuous improvement approach to addressing project budget development, key trade partner contract requirements, value management, whole life costing, efficiencies identification, and the establishment of effective controls for cost predictability.

Throughout the program lifecycle, we will:

- Apply a comprehensive, integrated, and scalable estimating methodology.
- Define appropriate estimating level/tolerance and collate information.
- Understand project constraints and identify inclusions/exclusions.
- Review estimates against project budgets and benchmark data.
- Integrate pre-configured outputs with project controls and financial tools.
- Generate consistent and fully transparent back ups to estimates.
- Provide flexible reporting aligned with Santa Barbara County’s needs.
- Optimize solutions through understanding cost drivers and eliminating waste.



↑ General Services Administration – San Ysidro Land Port of Entry Phase II, a Turner & Townsend Heery Project



Section 6 Conflict of Interest



Conflict of Interest

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

Turner & Townsend Heery has not identified any conflict of interest relative to the services described in this RFP.



Section 7 Litigation



Support Equitable Access

Litigation

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

Turner & Townsend Heery has no litigation in the past five years from delivery of project management services as agent.



Section 8

Agreement for Services of Independent Contractor



Data-driven Decision Making

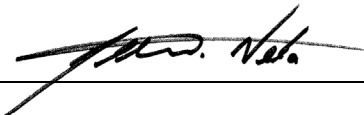
AGREEMENT FOR SERVICES OF Independent Contractor

Each Proposer must review the Standard Agreement attached to this RFP as Attachment A and acknowledge their acceptance of the terms of the Standard Agreement in the space provided on the Attachment A coversheet. A Proposal failing to acknowledge acceptance of the Standard Agreement for Services of Independent Contractor will be considered nonresponsive and rejected without evaluation. A Contract will not be awarded to a Proposer without an adequate financial management and accounting system as required by 2 CFR Part 200.

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

Attachment A contains the Standard Agreement used by the County for technical services and added clauses by the State Auditors; no changes will be made to the Standard Agreement language. Proposers are required to review the Standard Agreement and acknowledge their acceptance of the terms of the Standard Agreement language in the space provided below. Failure to acknowledge acceptance of the Standard agreement language will cause the rejection of the Proposal without further consideration.

Turner & Townsend Heery, LLC _____ acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent Contractors."

Signature:  _____

While Turner & Townsend Heery (TTH) generally agrees with the proposed sample contract, it would request discussion regarding modifications to such terms to address:

- As to insurance limits, TTH requests the mutual agreement that was made in our current contract with the County wherein TTH agreed to higher limits and set them as the required limits in lieu of language that gave the County access to the full limits of our policies.
- There is a requirement for each policy to state that the County will be notified upon cancellation. Due to the size of our company, our insurance carriers will not provide notice of policy cancellation directly to the client/ additional insured, so TTH requests this language be modified to allow notice of cancellation from the proposer. (This was addressed/agreed upon in the current contract.)
- There is a requirement to provide certified copies of policies upon request. TTH would propose to revise the requirement to provide certified copies of policies to alternative language that states TTH would make available a copy of our polices upon request at a mutually agreeable location in the presence of our broker.
- As to indemnity, we propose to modify the section to clarify that indemnity is "to the extent" caused by the proposer's (and its subconsultant's) acts or omissions and that it does not include the negligence of the County or other third parties.
- The audit section states that if any "audit exceptions" are made, then the proposer is responsible for audit costs incurred. "Audit exceptions" is not defined anywhere, so TTH would ask to agree upon a definition of "audit exception" as it is currently not defined.



Section 9 Contractor Information Sheet



Strategic Thinking

Contractor Information Sheet

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

Contractor Information Sheet

Name of Proposer Turner & Townsend Heery, LLC

Business P.O. Box NONE

City, State, Zip _____

Business Street Address 2761 Park View Ct
(Include even if P.O. Box is used)

City, State, Zip Oxnard, CA 93036

Telephone No. 619.508.2744 **Fax No.** _____

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

Contact Person Name Alberto Vela, Vice President

Contact Person Phone No. 619.508.2744

Contact Person Email alberto.vela@turntown.com

Employer's Tax Identification Number 58-0827945



Turner & Townsend
Heery

Thank you.

Turner & Townsend Heery, LLC

2761 Park View Ct,
Oxnard, CA 93036

Alberto Vela, Vice President
alberto.vela@turntown.com

t: 619.508.2744

www.heery.com



GENERAL SERVICES – CAPITAL PROJECTS DIVISION

ADDENDUM NOTICE

July 1, 2024

ADDENDUM NO. 1

RFQ NO. 24019

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

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

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

To All Prospective Bidders:

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

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

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

You are responsible for replacing the specified pages.

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

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



GENERAL SERVICES – CAPITAL PROJECTS DIVISION

ADDENDUM NOTICE

July 8, 2024

ADDENDUM NO. 2

RFQ NO. 24019

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

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

To All Prospective Bidders:

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

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

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

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

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

52. TITLE VI ASSURANCES

APPENDICES of the TITLE VI ASSURANCES

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

APPENDIX A

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability);

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- 5) Sheets 16 of 61: Replace Sheet 16 of 61 in its entirety attached herein with the following changes:
- a) Section 4.2: Add Item 10 with the following language:

1. Federal Provisions

The Federal Provisions included but not limited to those in Attachment C-1, C-2, and C-3 (Attachment C) of this RFP may be attached to Task Orders for work related to federally funded projects. Other federal provisions and reporting requirements tied to specific grants may be attached to Task Order work being funded by those grants. Each Proposer must review the provisions provided in Attachment C and acknowledge the acceptance of these provisions.

- 6) Sheets 61 of 61: Add Sheet 61 of 61 and Attachments C-1, C-2, and C-3
- a) ATTACHMENT C - FEDERAL PROVISIONS Cover Page:
 - b) ATTACHMENT C-1 Federal Clauses and Anti-Byrd Form
 - c) ATTACHMENT C-2 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND REQUIRED TERMS
 - d) ATTACHMENT C-3 ARPA LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND REQUIRED TERMS

You are responsible for replacing the specified pages.

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

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



July 18, 2024

County of Santa Barbara
1105 Santa Barbara Street
Santa Barbara, CA 93101

2761 Park View Ct,
Oxnard, CA 93036

619.508.2744
alberto.vela@turntown.com

ATTN: Daniel Contreras, Capital Division Manager

RE: RFP_24019-Turner&Townsend Heery_COST PROPOSAL-CONFIDENTIAL

Please see Turner & Townsend Heery’s rates described below, per notification request received via Public Purchase on Jul 18, 2024 9:18:14 AM PDT titled “Notice of Bid Reading for Bid RFP #24019.”

ROLE	RATE
Contractor Contract Manager	\$215.00
Capital Projects Manager II	\$197.00
Capital Projects Manager I	\$182.50

Annual escalation rate of 2.5%.

Please do not hesitate to contact our team with any questions regarding our proposal or rates.

Alberto Vela, Vice President
Turner & Townsend Heery, LLC
619.508.2744
alberto.vela@turntown.com

Scott Kaufman, Construction Contract Manager
Turner & Townsend Heery, LLC
310.913.1060
scott.kaufman@turntown.com

Exhibit B – Payment Arrangements Specified Rates of Compensation

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

B.

The rates payable to Contractor (including all required tools, equipment, etc.) shall be as specified in the Contractor Rate Schedule attached hereto as Exhibit B-1 and incorporated herein by reference.

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

C. The method of payment for this Agreement will be based on rates of compensation as specified in the Contractor Rate Schedule attached hereto as Exhibit B-1. County will only reimburse Contractor for costs (including labor costs, employee benefits, travel, equipment-rental costs, profit, overhead and other direct costs) incurred by Contractor in performance of the Services under a Task Order, at the specific rates of compensation set forth in the Contractor Rate Schedule and to the extent provided for in such Task Order. Contractor will not be reimbursed for actual costs that exceed the amount provided for such costs as set forth in the applicable Task Order. In no event will Contractor be reimbursed for overhead costs at a rate that exceeds the County-approved overhead rate set forth in the Contractor Rate Schedule except for prevailing wage rates beyond the annual escalation rate. In the event that County determines that Services other than as specified in the Contractor Rate Schedule are required for a Task Order, the Contractor Rate Schedule may be amended as an amendment to this Agreement as specified above. In no event shall Contractor be paid more than the Maximum Contract Amount specified in Paragraph "M," below, unless by duly authorized written amendment to this Agreement.

D. Reimbursement for transportation and subsistence costs are included in the rates specified in the Contractor Rate Schedule. Regardless of inclusion in a cost proposal, the County shall not reimburse the Contractor for costs to relocate its personnel to the service area. The County shall not reimburse the Contractor for per diem costs, unless preapproved in writing by the County in the applicable Task Order. The County shall not reimburse the Contractor for out-of-state travel without prior written approval from the County in each instance and inclusion of such costs in the applicable Task Order. The County shall not reimburse for housing accommodations unless explicitly provided for in a Task Order.

E. Progress payments for each Task Order will be made monthly in arrears based on Services provided thereunder. If Contractor fails to submit the required deliverable items according to the schedule set forth in the Task Order Statement of Work, County shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Section 19, Termination. Failure to submit the required deliverable items in the time specified may result in withholding of payment or permanent deductions from total payment.

F. No payment will be made by COUNTY for any Services performed prior to execution of an applicable Task Order in accordance with the provisions of this Agreement. A Task Order is of no force or effect until signed by Contractor and returned to COUNTY and signed by the County Contract Manager. No expenditures are authorized hereunder, and work shall not commence until a Task Order for such Services has been executed by COUNTY and Contractor in accordance with the provisions of this Agreement.

G. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Manager of itemized invoices. Separate invoices itemizing all costs are required for all Services performed under each Task Order. Invoices shall be submitted no later than 30 calendar days after the

performance of Services for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the Services performed under each Task Order as applicable. Invoices shall follow the format stipulated by the County, comport with the Contractor Rate Schedule, and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Section 40 of this Agreement, must be reimbursed by CONTRACTOR prior to the expiration or termination of this Agreement. Invoices shall be mailed to COUNTY's Contract Manager at the following address:

John Green
912 West Foster Road
Santa Maria, CA 93455

- H. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases greater than the agreed Cost Proposal annual cost escalation rate, which are the direct result of changes in the prevailing wage rates, are reimbursable.
- I. The period of performance for each Task Order shall be in accordance with dates specified in such Task Order, and performance under each Task Order shall be completed during the Term. No Task Order shall be valid after the expiration or termination of this Agreement.
- J. The total aggregate amount payable by COUNTY for an individual Task Order shall not exceed the Task Order Maximum, unless authorized by amendment of such Task Order duly executed by Contractor and the County Contract Manager.
- K. Task Orders may not be used to amend this Agreement.
- L. The total aggregate amount payable by COUNTY for all services and all Task Orders resulting from this Agreement shall not exceed \$6,000,000.00 ("Maximum Contract Amount"). It is understood and agreed that there is no guarantee, either expressed or implied that any dollar amount will be authorized under this Agreement through Task Orders.
- M. All subcontracts shall contain the above provisions.

Exhibit B-1 – Contractor Rate Schedule

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

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

END OF EXHIBIT B-1

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

INDEMNIFICATION

A. Indemnification pertaining to DESIGN Professional Services:

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

B. Indemnification pertaining to other than DESIGN Professional Services:

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

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

provide evidence of renewal may be treated by COUNTY as a material breach of contract.

9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - ii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

Exhibit D– Task Order Form



PROJECT MANAGEMENT & CONSTRUCTION MANAGEMENT SERVICES TASK ORDER

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

PURPOSE:
SCOPE OF SERVICES:
EXPECTED RESULTS:

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

CONTRACTOR REPRESENTATIVE:		
SIGNATURE	PRINT NAME	DATE

GENERAL SERVICES PROJECT MANAGER:		
SIGNATURE	PRINT NAME	

GENERAL SERVICES ACCOUNTING MANAGER:		
SIGNATURE	PRINT NAME	DATE

GENERAL SERVICES CAPITAL ASSISTANT DIRECTOR:		
SIGNATURE	PRINT NAME	DATE

END OF EXHIBIT D