# **Attachment B** –

# BWell Bond BHCIP Round 2 Application

# Ashton Ellis, CMIT, ASSOC. DBIA

## CCM/PROGRAM MANAGER

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

### EDUCATION

BA, Interior Design, San Diego State University

### LICENSES & CERTIFICATIONS

Construction Manager in Training

Associate Design-Build Professional

### YEARS OF EXPERIENCE

6 years with Kitchell
15 total years of experience

### REFERENCE

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

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

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

## PROJECT EXPERIENCE

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

**Santa Barbara County - Staff Augmentation Services, Multiple Public Health Projects, Santa Barbara, CA:** A The Public Health Department received grant funding to improve security and operations of their County facilities including a two-phased entry into the infectious disease laboratory, a tenant improvement of the Bacteriology Laboratory, and Autoclave Room improvements.

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

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

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

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

CENTRAL CALIFORNIA
APPRAISALS

# APPRAISAL REPORT

## INDUSTRIAL LAND

Southwest Corner of Betteravia Rd. & Black Rd.
Santa Maria, California 93455

### VALUATION DATES

As-Is Market Value: October 18, 2024
Date of Report: November 18, 2024

### PREPARED BY

Michael Burger MAI, R/W-AC
Central California Appraisals
4915 Calloway Dr., Suite 101
Bakersfield, CA 93312
File No: 111-S24

### PREPARED FOR

James Cleary
Project Manager, Real Property Division
County of Santa Barbara
260 N. San Antonio Road - Casa Nueva
Santa Barbara, California 93110
Real Property Folio No: 004098

CENTRAL CALIFORNIA
APPRAISALS

4915 Calloway Dr., Suite 101
Bakersfield, CA 93312
+1 (661) 587-1010

November 18, 2024

James Cleary
Project Manager, Real Property Division
County of Santa Barbara
260 N. San Antonio Road - Casa Nueva
Santa Barbara, California 93110
Real Property Folio No: 004098

RE: Appraisal Report
**Industrial Land**
Southwest Corner of Betteravia Rd. & Black Rd., Santa Maria, California 93455

Central California Appraisals File No: 111-S24

Mr. Cleary:

Central California Appraisals is proud to present the appraisal that satisfies the agreed upon scope of work with County of Santa Barbara.

We developed our analyses, opinions, and conclusions and prepared this report in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute; and the requirements of our client as we understand them. This report conforms to the current Uniform Standards of Professional Appraisal Practice (USPAP).

The subject, as referenced above, is located at the southwest corner of Betteravia Rd. and Black Rd. and is further identified as Assessor Parcel Number (APN) 113-210-024. The site contains 21.67 acres of vacant industrial land.

The purpose of this appraisal is to develop an opinion of the As-Is Market Value (Fee Simple Estate). The following table conveys the final opinion of value that is developed in this appraisal:

| MARKET VALUE CONCLUSION | | | |
|---|---|---|---|
| **VALUATION SCENARIO** | **INTEREST APPRAISED** | **EFFECTIVE DATE** | **VALUE** |
| As-Is Market Value | Fee Simple Estate | October 18, 2024 | $3,780,000 |

This report conforms to the current Uniform Standards of Professional Appraisal Practice (USPAP).

## EXTRAORDINARY ASSUMPTIONS

No Extraordinary Assumptions were made for this assignment.

## HYPOTHETICAL CONDITIONS

No Hypothetical Conditions were made for this assignment.

If there are any specific questions or concerns regarding the attached appraisal report, or if Central California Appraisals can be of additional assistance, please contact the individuals listed below.

Respectfully Submitted,

**CENTRAL CALIFORNIA APPRAISALS**

Michael Burger MAI, R/W-AC
Certified General Real Estate Appraiser
California License No. AG003817
Expiration Date 5/17/2026
661-410-1014
mburger@appraisecc.com

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## EXECUTIVE SUMMARY

### PROPERTY IDENTIFICATION

| | |
|---|---|
| Name | Industrial Land |
| Property | Land - Industrial Land |
| Address | Southwest Corner of Betteravia Rd. & Black Rd. |
| City, State Zip | Santa Maria, California 93455 |
| County | Santa Barbara County |
| Geocode | 34.919528,-120.49293 |
| Census Tract | 06-083-002503 |

### SITE DESCRIPTION

| | | |
|---|---|---|
| Number of Parcels | 1 | |
| Assessor Parcel Number | 113-210-024 | |
| Land Area | Square Feet | Acres |
| Total | 943,945 | 21.67 |
| Zoning | General Industry (M-2) | |
| Shape | Irregular | |
| Topography | Level at street grade | |
| Flood Zone | Zone X (Unshaded) | |

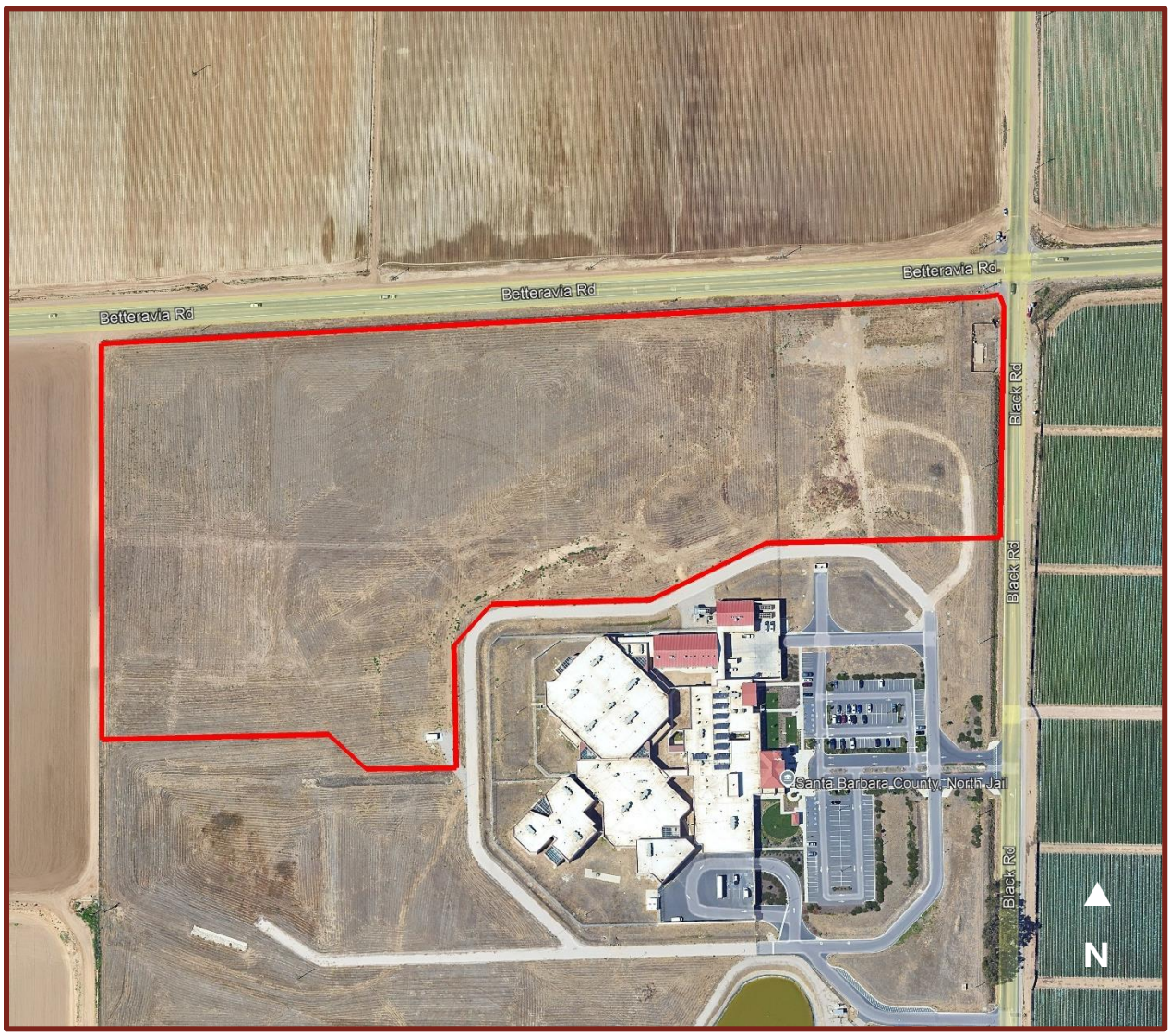
### HIGHEST & BEST USE

| | |
|---|---|
| As Vacant | Development to uses allowed by zoning |

### VALUE CONCLUSION

| VALUATION SCENARIOS | AS-IS MARKET VALUE |
|---|---|
| Interest | Fee Simple Estate |
| Effective Date | October 18, 2024 |
| Site Value | $3,780,000 |
| **FINAL VALUE CONCLUSION** | **$3,780,000** |

# AERIAL PHOTOGRAPH



## PROPERTY IDENTIFICATION

The subject property is located at Southwest Corner of Betteravia Rd. & Black Rd., Santa Maria, California 93455.

The Assessor Parcel Number is: 113-210-024.

## LEGAL DESCRIPTION

The legal description of the subject property is presented in the Addenda.

## CLIENT IDENTIFICATION

The client of this specific assignment is County of Santa Barbara.

## INTENDED USE & INTENDED USERS

The intended use of this appraisal is to assist the client in making internal business decisions related to this asset. County of Santa Barbara is the only intended user of this report.

## PURPOSE

The purpose of this appraisal is to develop an opinion of the As-Is Market Value (Fee Simple Estate).

## PERSONAL PROPERTY & BUSINESS INTANGIBLE

There is no personal property (FF&E) included in this valuation.

## PROPERTY AND SALES HISTORY

**Current Owner**
The subject property is currently under the ownership of County Of Santa Barbara, according to the Santa Barbara County records.

## DEFINITION OF MARKET VALUE

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming that the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.[1]

[1] Office of Comptroller of the Currency (OCC), Title 12 of the Code of Federal Regulation, Part 34, Subpart C -Appraisals, 34.42 (h); Office of Thrift Supervision (OTS), 12 CFR 564.2 (g); This is also compatible with the FDIC, FRS and NCUA definitions of market value.

## PROPERTY RIGHTS APPRAISED

The property rights appraised constitute the fee simple estate

**Fee Simple Interest**
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat.[2]

## VALUE SCENARIOS

**As-Is Market Value**
The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.[3]

## SCOPE OF WORK

The scope of work for this appraisal assignment is outlined below:

- The appraisal analyzes the regional and local area profiles including employment, population, household income and real estate trends. The local area was inspected to consider external influences on the subject.
- The appraisal analyzes legal and physical features of the subject including site size, flood zone, seismic zone, site zoning, easements, encumbrances, site access and site exposure.
- The appraisal includes a Highest and Best Use analysis and conclusions have been completed for the highest and best use of the subject property As Vacant. The analysis considered legal, locational, physical and financial feasibility characteristics of the subject site and existing improvements.
- In selecting applicable approaches to value, the appraisers considered the agreed upon appraisal scope and assessed the applicability of each traditional approach given the subject's characteristics and the intended use of the appraisal. As a result, this appraisal developed Land Sales Comparison Approach. The values presented represent the As-Is Market Value (Fee Simple Estate).
- The assignment was prepared as an Appraisal Report in accordance with USPAP Standards Rules 2, with the analysis stated within the document and representing a summarized level of analysis.
- The authors of this report are aware of the Competency Rule of USPAP and meet the standards.

## ASSISTANCE PROVIDED

Allyson Milburn provided significant real property appraisal assistance to the appraisers signing this certification, including verifying rent & sale comparables, interviewing brokers for appropriate market rent, cap rates and sale prices for the subject and similar property type. It is noted that the responsibilities of parties providing assistance is not considered to be significant in terms of any value determination. All parties conducted assistance under the direct supervision of the appraiser's signing this report in compliance with State regulations.

## SOURCES OF INFORMATION

The following sources were contacted to obtain relevant information:

[2] The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022
[3] The Dictionary of Real Estate Appraisal, Seventh Edition, Appraisal Institute, Chicago, Illinois, 2022

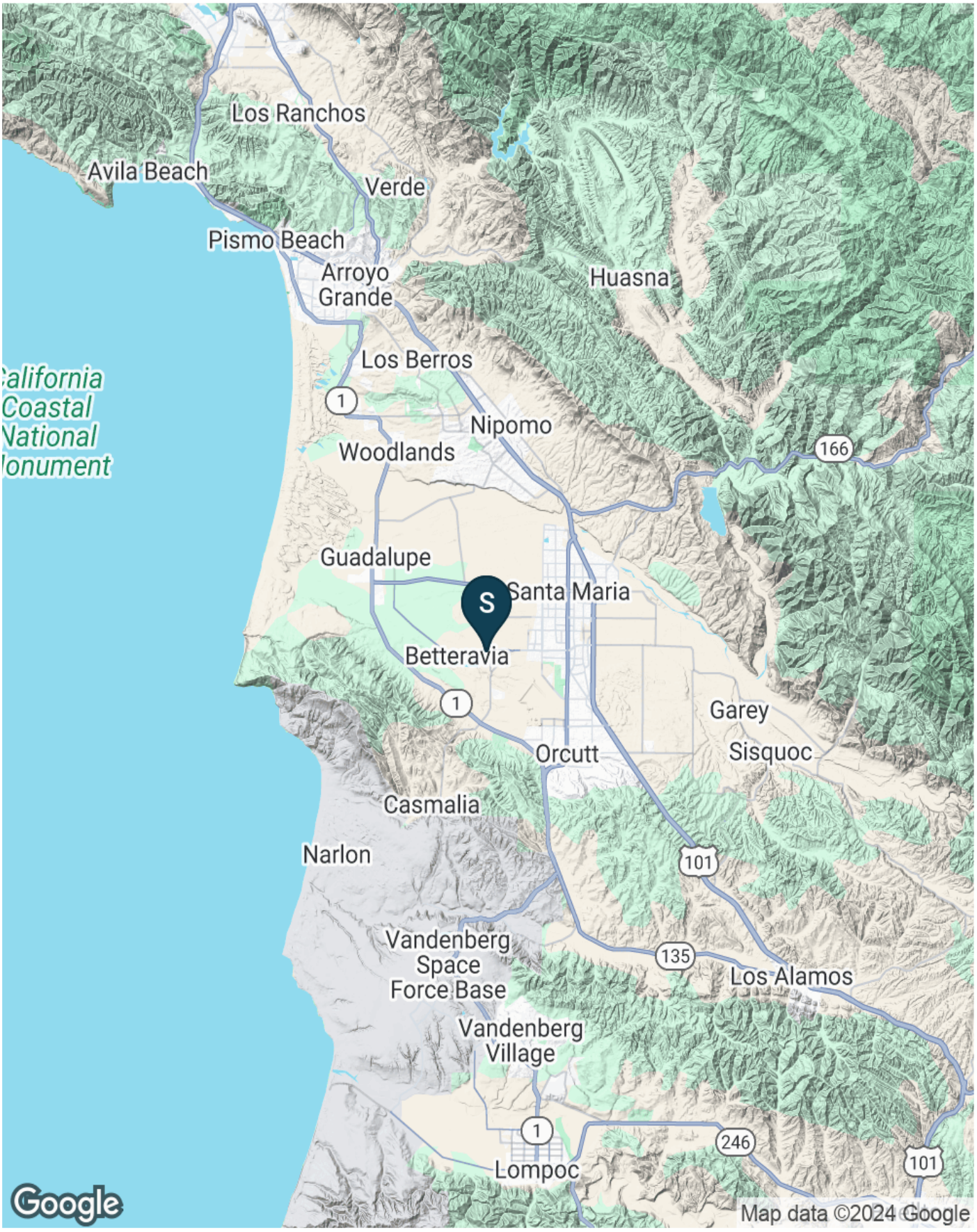
| INFORMATION PROVIDED | |
|---|---|
| Property Assessment & Tax | Santa Barbara County Assessor |
| Zoning & Land Use Planning | County of Santa Barbara Zoning |
| Site Size | Santa Barbara County Assessor |
| Building Size | Santa Barbara County Assessor |
| Flood Map | FEMA |
| Demographics | STDB On-Line |
| Comparable Information | MLS \| Public Records \| Confirmed by Local Agents |

The lack of the unavailable items could affect the results of this analysis. As part of the general assumptions and limiting conditions, the subject is assumed to have no adverse easements, significant items of deferred maintenance, or be impacted by adverse environmental conditions.

## SUBJECT PROPERTY INSPECTION

| PROPERTY INSPECTION | | | | |
|---|---|---|---|---|
| **APPRAISER** | **INSPECTED** | **EXTENT** | **DATE** | **ROLE** |
| Michael Burger MAI, R/W-AC | Yes | Site | October 18, 2024 | Primary Appraiser |
| Allyson Milburn | No | N/A | October 18, 2024 | Assistant |

# Regional Area Map



## SANTA BARBARA COUNTY OVERVIEW

### LOCATION

Located between Ventura County to the south and San Luis Obispo County to the north, Santa Barbara County features an attractive coastal orientation and rolling oak-studded/grassland topography. The Santa Ynez Mountains create a significant physical barrier between northern and southern Santa Barbara County, with the southern county area historically being the dominant political and social leader of the county.

### POPULATION AND GROWTH

The past 10 to 20 years have brought a pronounced political and population shift, wherein the northern county region is exerting a greater political influence over the entire county.

Santa Barbara County's large population gains during the 1950s and 1960s gave way to lower levels of growth during the 1970s and 1980s. The population growth in the 1970s was about 1.6% per year, compared to annual average rates of 5.6% in the 1960s. In the 1980s, the compounded average growth rate was 1.9%. During the 1980s, the Northern County Region (Santa Maria, Lompoc, Buellton, and Solvang) grew much faster. During this same time period, the growth rate for Santa Maria was 5.4%. The county's population was estimated at 396,900 in 1995, an overall average increase of 1.4% over the 1990 figures. With the 2000 Census population estimate of 399,347, the estimated compounded annual growth rate was 0.7% per year since 1990. The 2010 Census population was 423,895 and 2020 was 444,766.

There has been an average annual growth rate for Santa Barbara County of 0.49% from the 2010 population of 423,895 to 2020. All of the Santa Barbara County cities (except Lompoc) have showed increases in population between 2010 and 2020, although several posted decreases in the latter half of the decade.

SIGNIFICANT HISTORICAL POPULATION GROWTH TRENDS

| AREA | 1960 | 1970 | 1980 | 1990[4] | 2000[5] | 2010 | 2015 | 2020 |
|---|---|---|---|---|---|---|---|---|
| Santa Barbara County | 168,962 | 264,324 | 306,600 | 370,900 | 399,347 | 423,895 | 441,963 | 444,766 |
| City of Santa Barbara | 58,768 | 70,215 | 74,414 | 85,571 | 92,325 | 88,410 | 92,305 | 90,254 |
| Unincorporated Goleta[6]/City | 19,026 | 60,184 | 69,387 | 74,000[7] | 75,000[4] | 29,888 | 33,200 | 32,690 |
| City of Santa Maria | 20,027 | 32,749 | 39,685 | 61,300 | 77,423 | 99,553 | 103,090 | 105,851 |
| Unincorporated Orcutt | n/a | n/a | 22,567 | 32,371 | 28,830 | 28,905 | 29,908 | 32,034 |

4 Based on 1990 Census
5 Based on 2000 Census
6 Unincorporated until 2002; the new city limits omit significant portions of the previous CPD (notably Isla Vista).
7 Estimated – Santa Barbara County Resource Management Department

POPULATION AND GROWTH TRENDS
FOR SANTA BARBARA COUNTY CITIES

| | 1990 | 2000 | 2010 | 2015 | 2020 | 2015-2020 ANNUAL % CHANGE |
|---|---|---|---|---|---|---|
| Santa Barbara County | 370,900 | 399,347 | 423,895 | 441,963 | 444,766 | +0.13% |
| City of Santa Barbara | 85,571 | 92,325 | 88,410 | 92,305 | 90,254 | –0.44% |
| Carpinteria | — | 14,194 | 13,040 | 13,627 | 13,228 | –0.33% |
| Buellton | — | 3,828 | 4,828 | 4,965 | 5,464 | +2.01% |
| City of Santa Maria | 61,300 | 77,423 | 99,553 | 103,090 | 105,851 | +0.54% |
| Guadalupe | 5,479 | 5,659 | 7,080 | 7,263 | 8,140 | +2.27% |
| Lompoc | 37,649 | 41,103 | 42,434 | 43,885 | 42,253 | –0.24% |
| City of Goleta (Incorporated 2002) | — | — | 29,888 | 33,200 | 32,690 | –0.31% |
| Solvang | — | 5,332 | 5,245 | 5,449 | 5,556 | +0.39% |

The City of Santa Barbara, an internationally known beachside resort community with a resort and retirement base, is also the county seat for Santa Barbara County. The city has attracted internationally known celebrities for more than 75 years.

While the climate, beaches, and culture create a pleasant living atmosphere, the extremely high housing prices tend to reduce the opportunity for population growth.

Historically, most of the county growth has occurred in the North County communities of Santa Maria/Guadalupe, Lompoc, Solvang, and Buellton, with Buellton and Santa Maria/Guadalupe growing dramatically faster than any other portion of the county.

The Goleta Valley was incorporated as the City of Goleta in February 2002, with a population of 77,400±, with 30,000± of those actually incorporated within the city. It is noted as both a suburban "bedroom" community of Santa Barbara, as well as a center for the local high-tech industry. Goleta has about 860 acres zoned for industry and research, and it is estimated that the high-tech industry employs about 17,000 people.

There are more than 500 manufacturing facilities in the Santa Barbara/Goleta area, and only smokeless industry is allowed. Defense-related employment in Goleta has declined over the past 10 to 25 years.

## EMPLOYMENT

The Santa Barbara County unemployment rate had risen from 3.8% in August 2006 to 8.5% in July 2009 to 9.2% in mid-2010, but recovered more quickly, on average, from the recession than the State of California as a whole. Since 2011, the rate for the county varied between 4.0% and 5.5% until the onset of the COVID-19 pandemic. As of January 2022, most areas had returned to near normal employment levels. The City of Santa Maria tends to see a rise in unemployment early in the year due to agricultural crop cycles. Isla Vista stands out with its consistently high unemployment rate, which is likely explained by the large population of full-time university students in residence. The unemployment rates in Santa Barbara County, as reported by the State of California Employment Development Department, follow for review:

2010-2024 LABOR FORCE DATA[8]
UNEMPLOYMENT RATES

| | 2010 | 2019 | 2020 | 2021 | APRIL 2024 |
|---|---|---|---|---|---|
| State of California | 12.2% | 4.0% | 10.2% | 7.3% | 4.9% |
| Santa Barbara County | 8.2% | 4.4% | 8.2% | 5.8% | 4.2% |
| Buellton (city) | 4.2% | 1.5% | 1.9% | 1.3% | 1.9% |
| Carpinteria (city) | 8.2% | 3.1% | 6.6% | 4.6% | 4.2% |
| Goleta (city) | 5.9% | 2.3% | 6.2% | 3.9% | 2.7% |
| Guadalupe (city) | 8.1% | 3.1% | 5.6% | 3.9% | 5.2% |
| Lompoc (city) | 12.5% | 5.0% | 11.1% | 8.1% | 5.4% |
| Los Alamos CDP | 10.0% | 3.8% | 1.4% | 1.0% | 0.4% |
| Orcutt CDP | 10.5% | 4.0% | 7.0% | 4.9% | 3.1% |
| Santa Barbara (city) | 7.8% | 2.3% | 7.2% | 4.3% | 2.9% |
| Santa Maria (city) | 11.7% | 6.0% | 10.5% | 8.6% | 6.7% |
| Santa Ynez CDP | 10.4% | 3.9% | 1.9% | 1.3% | 0.1% |
| Solvang (city) | 5.8% | 2.1% | 6.2% | 4.3% | 3.3% |
| Vandenberg Village CDP | 7.4% | 2.8% | 9.0% | 6.3% | 3.4% |

The top employer is the University of California at Santa Barbara with 18,000± people working at the University of California at Santa Barbara (6,532 academic jobs and 11,693 non-academic jobs). As of the 2022/2023 academic year, there was an enrollment of 25,034. Vandenberg Space Force Base, with 6,800± employees, remains the second-largest employer in Santa Barbara County.

## AGRICULTURE

Agriculture continues to be Santa Barbara's top-producing industry and the continued popularity of wine tourism has added significantly to this sector.

In 2023, the top three crops were strawberries, nursery products, and wine grapes; the total crop production value was $1,875,978,000, down 2.8% from 2022 production.

Strawberries remain the top-producing crop at $775,282,000. Nursery products regained second with $122,301,000, a 28% increase over 2022. Wine grapes remained in third with $98,562,000. Strawberries showed a 4.4% decrease in value with a 3.4% decrease in cultivated acreage. Wine grapes remained in the number three spot; Pinot Noir and Chardonnay varieties far outnumbered others, as in previous years. Cauliflower fell from second to fifth, with Broccoli rising to fourth.

The livestock industry continued its increase from the previous years, showing a total value of $46,598,000, a 13.8% increase over 2022. Apiary value jumped dramatically between 2018 and 2019 to $2,252,425, a 255% increase in value, but fell sharply in 2020 to $949,000 with the number of hives dropping by nearly 15%. The trend continued in 2021 with a 29.9% drop in value and a 28.7% decrease in number of hives. 2022 showed some recovery with a total value of $1,935,000, but a steep drop in number of hives to 14,546. 2023 showed marked improvements with 18.967 hives and a total value of $2,542,000.

Avocados were notable for their 37.8% drop in value over 2022, falling off the top-10 list. This was largely due to a 35% drop in price outweighing a slight rise in harvested acreage.
The top-10 crops are as follows:

8 California State Employment Development Department

| TOP-10 VALUE CROPS SANTA BARBARA COUNTY 2023 | |
|---|---|
| **CROP** | **VALUE[9]** |
| Strawberries | $775,282,000 |
| Nursery Products | 122,301,000 |
| Wine Grapes | 98,562,000 |
| Broccoli | 86,737,000 |
| Cauliflower | 84,078,000 |
| Head Lettuce | 77,199,000 |
| Leaf Lettuce | 68,114,000 |
| Celery | 67,087,000 |
| Blackberries | 61,297,000 |
| Livestock | 46,598,000 |

Cannabis and Hemp were not included in the 2022 or 2021 Crop Report totals for Santa Barbara County. A total of 1,826 licenses were issued by the newly formed Department of Cannabis Control (DCC) as of 2022 and 716 were issued in 2023. Acreage under cultivation fell from 418± acres licensed in 2022 to 356± in 2023. Competition from other regions and complaints surrounding odors and other nuisances has dampened the local industry. The 2023 Crop Report shows a total value of $333,276,000, up from $260,370,000 in 2022, summarized as follows:

| CANNABIS VALUES SANTA BARBARA COUNTY 2023 | | |
|---|---|---|
| **PRODUCT** | **PRODUCTION** | **VALUE** |
| Cannabis Packaged Harvest | 9,896,034 lbs | $328,944,000 |
| Seed/clone/immature plant | 1,444,005 plants | 4,332,000 |

## RETAIL

Retail sales have steadily recovered from pandemic lows with June 2023 taxable retail sales reported at a 4% increase over 2022 and a 26% increase over 2021.

## TOURISM

Tourism in California was seriously impacted by the September 11, 2001, terrorist attacks. Many areas along the Central California Coast had rebounded with travelers from Southern and Northern California substituting coastal travel for longer-destination trips. Santa Barbara County tourism was slow to recover; however, there has been an increase, ranging from 3.7% to 16.1%, in annual hotel/ motel room transient occupancy taxes (TOT) every year since 2004/2005. Wine-related tourism got a huge boost in 2004 with the release of the movie Sideways that featured Santa Ynez Valley wineries. According to the VSB Annual Report, the 2016/2017 season saw 7.2 million visitors in the South Coast area (up 18% from the previous year) who spent $1.9 million in visitor-related spending.

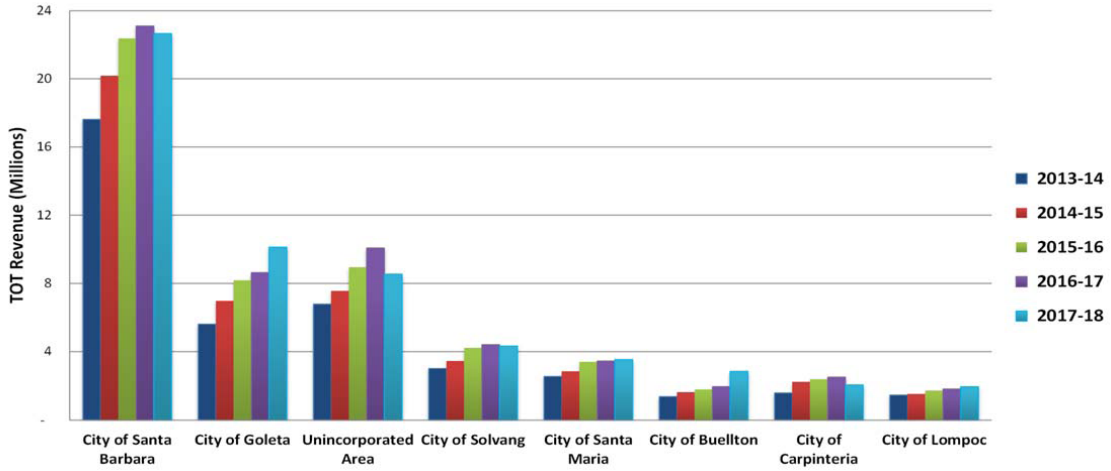
In the 2017/2018 fiscal year, the TOT revenue was $55,942,534, only a small increase over the previous year. The City of Santa Barbara generated 40.5% of the TOT within the county. The Four Seasons Biltmore, normally the largest generator of revenue in the Montecito area, is currently (September 2020) closed for extensive remodeling. The very upscale Rosewood Mira Mar Beach Resort, also in Montecito, opened in March 2019. The Hampton Inn of Goleta, opened in September 2007, is not subject to the neutrality agreement between the city and the county; all of the TOT revenues earned solely benefit the City of Goleta.

9 All 2023 crop values are rounded to the nearest thousand dollars.

According to the most recent County of Santa Barbara Annual Transient Tax Report (2017/2018 fiscal year),

> *TOT has increased steadily each year due to strong economic growth and a robust tourism industry. However, there was minimal TOT revenue growth in FY 2017-2018 due to the impact of the Thomas Fire and Montecito Debris Flow. Our expectation is that TOT will continue to grow at a moderate rate consistent with the past five years.*

***SANTA BARBARA COUNTY 5-YEAR TOT REVENUE TREND***




Clearly, the effects of the current COVID-19 pandemic on the local tourism industry have changed this economy greatly. As the pandemic related restrictions have eased, tourism has rebounded as people return to business and vacation travel. TOT revenues for early 2022 seem to suggest a rebound nearly to prepandemic levels, due as much to increased daily rates as increased volume.

## OIL SPILLS

On May 19, 2015, there was an oil spill at Refugio Beach when an onshore pipeline ruptured and leaked more than 100,000 gallons of crude on coastal lands and into the ocean.

A previous spill in January 1969 became what was, at the time, the nation's worst offshore oil disaster and prompted California's governor to declare a state of emergency in Santa Barbara County. This 1969 disaster was so catastrophic and the media coverage so extensive that it gave birth to an environmental movement.

Off and onshore drilling and onshore storage and processing bring income to the county, while at the same time creating a possibility of oil contamination.

In February 2018, the California Coastal Commission voted unanimously to join state leaders and urge that California be removed from a program to open new oil and gas leases off its shores, saying that the state merits the same exemption given to Florida.

## HOUSING

There is a wide range of housing prices throughout the county, with the higher-priced homes in the South County and generally lower-priced homes in the North County.

Between 2000 and 2006, there had been a dramatic increase in home prices throughout Santa Barbara County. Although the number of sales had started to decline in late 2005, the median sales prices were steady or still increasing. From 2007 to 2011, the recession brought large decreases in median sale prices (Santa Barbara at –26%, Lompoc at –49.3%, and Santa Maria at –48.8%)[10]. Since the economic recovery, home prices have steadily risen since mid-2012, with homes in the southern portion of the county significantly higher than those in the northern

10 July 2007 to July 2011 data from *DQNews*

areas. As the Covid-19 pandemic progressed large portions of the workforce transitioned to remote work, demand for rural homes rose sharply in counties like Santa Barbara. This trend, coupled with low interest rates, drove home prices and demand higher through the fall of 2022. Beginning in late 2022, the Fed began to raise interest rates in an effort to curb inflation. These hikes cooled the market somewhat.

As of March 2023, the California Association of Realtors reported the median sales price for a home in Santa Barbara County was $769,000. Median home sales in March 2023 ranged from a low of $530,000 in Guadalupe to a high of $2,825,000 in the City of Santa Barbara.

With rises in the price of homes (especially in the Santa Barbara City area) there has been a drop in Santa Barbara County's Affordability Index with 11% for the First Quarter of 2024 compared to 17% for the state as a whole.

MEDIAN HOME SALE PRICES

| CITY | 2000 | 2007[1] | 2010[11] | 2015 | APRIL 2020[12] | JUNE 2024[13] |
|---|---|---|---|---|---|---|
| Buellton | $272,167 | $ 495,000 | $350,000 | $545,000 | $ 687,500 | $ 980,000 |
| Carpinteria | 320,750 | 675,000 | 550,000 | 587,500 | 882,000 | 1,000,000 |
| Goleta | 389,854 | 827,250 | 679,000 | 734,500 | 783,500 | 1,510,000 |
| Guadalupe | 76,833 | 345,000 | 170,250 | 195,000 | 390,000 | 707,000 |
| Lompoc | 153,063 | 350,000 | 186,000 | 308,750 | 375,000 | 572,000 |
| Santa Barbara | 430,354 | 1,075,000 | 815,000 | 985,000 | 1,167,500 | 2,170,000 |
| Santa Maria | 158,243 | 400,000 | 252,000 | 340,000 | 431,000 | 660,000 |
| Santa Ynez | n/a | n/a | 545,000 | 715,000 | 907,500 | 2,025,000 |
| Solvang | 327,042 | 657,500 | 560,000 | 735,000 | 965,000 | 2,130,000 |

## SANTA BARBARA COUNTY SUMMARY

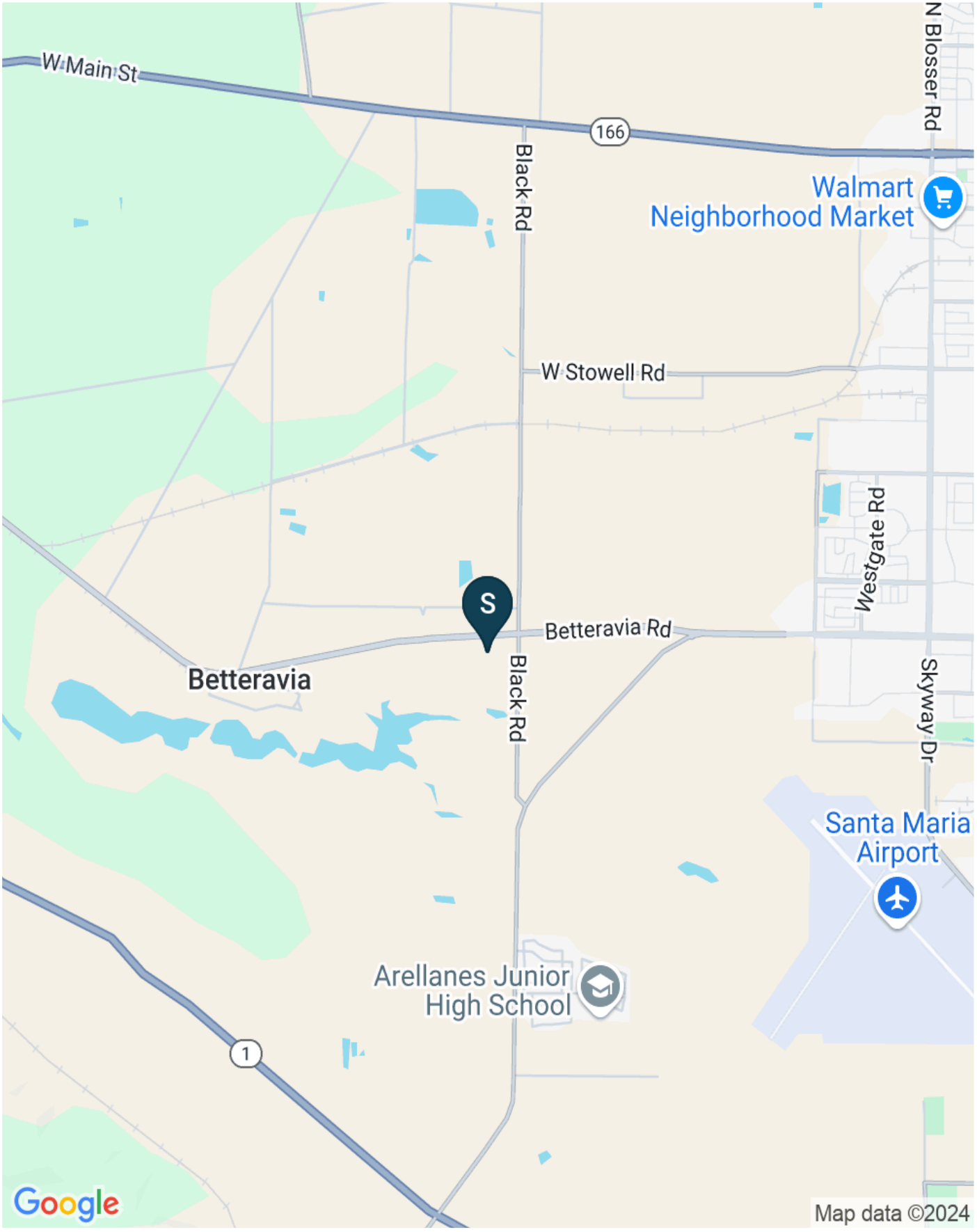
Santa Barbara County is economically two distinct regions. It has higher housing costs and a lower unemployment rate in the South County and lower housing costs and a higher unemployment rate in the North County. The South County region features a much stronger tourism base, but the North County agricultural and manufacturing industries are much stronger and wine tourism continues to grow. Both areas have shown recovery and growth in the sale prices of homes since the recession.

In Santa Barbara County, the housing market has recovered strongly and the unemployment rate is typically a bit lower than the state-wide rate, demonstrating that most portions of the local economy are strong, including agricultural (particularly strawberries, broccoli, vineyards, and wineries), tourism, Vandenberg Space Force Base, and local oil production.

Over the long run, Santa Barbara County will continue to be an attractive place to live and work due to a diverse economic base and a pleasant living environment. Due to the scarcity of water and land resources in the Santa Barbara/Goleta area (and resultant high housing costs), the North County region will continue to receive "spill over" demand from south-coast commuters, as well as in-migration from outside the county.

11 July data from *Trends In California Real Estate*
12 CoreLogic April 2020
13 National Association of Realtors

# LOCAL AREA MAP



## LOCAL AREA ANALYSIS INTRODUCTION

The subject property is located adjacent to the west of the Santa Maria City line. The immediate area of the subject is characterized by agricultural uses with industrial uses in the surrounding area.

### Neighborhood Location and Boundaries

The subject area is rural in nature. The neighborhood is bounded by W. Main St. to the north, A St. to the east, Hwy. 1 to the south, and Ray Rd. to the west.

### Demographics

The following information reflects the demographics for the subject's area.

LOCAL AREA DEMOGRAPHICS

| DESCRIPTION | 1 MILE | 3 MILE | 5 MILE | DESCRIPTION | 1 MILE | 3 MILE | 5 MILE |
|---|---|---|---|---|---|---|---|
| POPULATION TOTAL | | | | HOUSEHOLDS | | | |
| 2010 Census | 9 | 12,782 | 97,914 | 2010 Census | 4 | 3,491 | 27,309 |
| 2020 Census | 14 | 17,273 | 107,724 | 2020 Census | 7 | 4,751 | 29,517 |
| 2024 Estimate | 16 | 16,992 | 107,968 | 2024 Estimate | 6 | 4,714 | 29,809 |
| 2029 Projection | 19 | 16,874 | 107,803 | 2029 Projection | 6 | 4,782 | 30,094 |
| Δ 2010-2020 | 55.56% | 35.14% | 10.02% | Δ 2010-2020 | 75.00% | 36.09% | 8.09% |
| Δ 2020-2024 | 14.29% | (1.63%) | 0.23% | Δ 2020-2024 | (14.29%) | (0.78%) | 0.99% |
| Δ 2024-2029 | 18.75% | (0.69%) | (0.15%) | Δ 2024-2029 | 0.00% | 1.44% | 0.96% |
| Total Daytime Population | 547 | 21,453 | 99,201 | **HOUSEHOLDS BY INCOME (2024 ESTIMATE)** | | | |
| **HOUSING UNITS** | | | | <$15,000 | 0.0% | 8.6% | 6.9% |
| Total (2024 Estimate) | 7 | 4,867 | 31,069 | $15,000 - $24,999 | 0.0% | 3.6% | 4.7% |
| Owner Occupied | 57.1% | 50.1% | 48.4% | $25,000 - $34,999 | 0.0% | 3.9% | 5.7% |
| Renter Occupied | 28.6% | 46.7% | 47.6% | $35,000 - $49,999 | 0.0% | 14.2% | 12.5% |
| Vacant Housing Units | 14.3% | 3.1% | 4.1% | $50,000 - $74,999 | 16.7% | 14.7% | 17.8% |
| Total (2029 Projection) | 7 | 4,913 | 31,327 | $75,000 - $99,999 | 0.0% | 12.1% | 13.5% |
| Owner Occupied | 57.1% | 50.5% | 49.4% | $100,000 - $149,999 | 16.7% | 22.7% | 19.7% |
| Renter Occupied | 28.6% | 46.8% | 46.7% | $150,000 - $199,999 | 16.7% | 10.8% | 9.3% |
| Vacant Housing Units | 14.3% | 2.7% | 3.9% | $200,000+ | 16.7% | 9.4% | 10.0% |
| **AVERAGE HOUSEHOLD INCOME** | | | | **AVERAGE HOUSEHOLD SIZE** | | | |
| 2024 Estimate | $143,218 | $105,473 | $104,789 | 2024 Estimate | 2.67 | 3.60 | 3.59 |
| 2029 Projection | $182,181 | $124,491 | $123,830 | 2029 Projection | 3.17 | 3.52 | 3.55 |
| Δ 2024-2029 | 27.21% | 18.03% | 18.17% | Δ 2024-2029 | 18.73% | (2.22%) | (1.11%) |
| **MEDIAN HOUSEHOLD INCOME** | | | | **MEDIAN HOME VALUE** | | | |
| 2024 Estimate | $150,000 | $83,727 | $78,535 | 2024 Estimate | $625,000 | $493,665 | $517,708 |
| 2029 Projection | $170,715 | $100,985 | $92,754 | 2029 Projection | $625,000 | $602,821 | $663,651 |
| Δ 2024-2029 | 13.81% | 20.61% | 18.11% | Δ 2024-2029 | 0.00% | 22.11% | 28.19% |
| **PER CAPITA INCOME** | | | | **AVERAGE HOME VALUE** | | | |
| 2024 Estimate | $37,046 | $28,851 | $28,956 | 2024 Estimate | $1,108,333 | $677,870 | $597,280 |
| 2029 Projection | $43,601 | $34,625 | $34,573 | 2029 Projection | $987,500 | $847,170 | $838,143 |
| Δ 2024-2029 | 17.69% | 20.01% | 19.40% | Δ 2024-2029 | (10.90%) | 24.98% | 40.33% |

Source: Sites To Do Business Online

### Population

The estimate provided by ESRI for the current 2024 population within the subject neighborhood's 3 mile radius is 16,992 representing a (1.63%)change since 2020. ESRI's 2020 population estimate for the subject's 5 mile radius is 107,968, which represents a 0.23% change since 2020.

Looking forward, ESRI estimates that the population within the subject neighborhood's 3 mile radius is forecasted to change to 16,874 by the year 2029. As for the broader area, ESRI forecasts that the population within the subject's 5 mile radius will change to 107,803 over the next five years. The population estimates for

the next five years within the subject's 5 mile radius represents a (0.15%) change as well as a 18.75% change within the subject's 1 mile radius for the same period.

**Households**

The estimates provided by ESRI indicate that the number of households within the subject neighborhood's 3 mile radius is 4,714, which is a (0.78%) change since 2020. Within the subject's broader 5 mile radius, ESRI estimates that the number of households is 29,809, a 0.99% change over the same period of time.

By the year 2029, the estimates provided by ESRI indicate that the number of households within the subject neighborhood's 3 mile radius will change by 1.44% to 4,782 households. Additionally, ESRI's estimate for total households over the next five years within the subject's broader 5 mile radius indicates an expected change of 0.96% which will result in a total household estimate of 30,094.

Looking back, the number of households in the subject neighborhood's 3 mile radius changed 36.09% during the ten-year period of 2010 to 2020. Since then it has changed by (0.78%).

**Income**

Income estimates provided by ESRI for the subject neighborhood's 3 mile radius indicates that the median household income is $83,727 and that the average household income is $105,473. Further, the estimates provided by ESRI indicate that, for the subject's broader 5 mile radius the median household income is $78,535, and the average household income is $104,789. Given that there are reportedly 29,809 households in the subject's 5 mile radius, it is estimated that the local effective buying income is around $3,123,655,301.

## CONCLUSION

Based on our observation and the data provided by ESRI, it is perceived that the income and population demographics for the subject neighborhood exhibit above average characteristics in terms of reported population growth and income levels. As previously mentioned, the population growth for the subject's 3 mile radius has increased (1.63%) since 2020 and based on the projections provided by ESRI, it is expected to continue to increase another (0.69%) during the next 5 years. Lastly, we perceive that, since average household incomes are above the national average ($105,473, for the subject's 3 mile radius) and given that the area is well-populated (4,714 households in a 3 mile radius), developments like the subject should be adequately supported.

## ACCESS/PUBLIC TRANSPORTATION

The streets within the neighborhood are laid out in a grid pattern with major streets generally along the section and ½ section lines. The major north/south streets in the neighborhood include Black Rd. and A St. The major east/west streets include Betteravia Rd. and W. Stowell Rd. With the existing transportation system, most areas of metropolitan Santa Maria are accessible from the subject neighborhood and access is considered for the metropolitan area. Public bus service is available throughout the area. Overall, access within the neighborhood is average for the metropolitan area.

## ENVIRONMENTAL INFLUENCES

The subject area is considered to be a typical neighborhood with average building size and density. There are no extraordinary topographical features, nuisances of hazards. Public utilities are available in most all areas in quantities from public and private sources. The area has both public and private schools in adequate supply and quality.

## LOCAL AREA SUMMARY

The market benefits from a diverse blend of residential, commercial, and community uses and location within the central part of the state, which is attractive to many distributors for logistical purposes. Although the area suffered during the recession of the late 2000's and into the 2010's, the market has been strengthening since roughly 2011-2012, due to the good livability factors associated with the region. The outlook for this market area is good into the foreseeable future.

## SITE DESCRIPTION

The subject property consists of one parcel with a total site area of 943,945 SF (21.67 AC) which is based on information obtained from the Assessor Parcel Map. For the purposes of this report we have relied on this site area and reserve the right to amend our analysis upon receipt of a formal legal plan.

The subject site is an irregular shaped parcel adjacent to the north of the Santa Barbara County North Jail. There are no curbs, gutters, or sidewalks. Water and sewer are on site, but not stubbed. PG&E is stubbed at the site.

The following summarizes the salient characteristics of the subject site.

| | | |
|---|---|---|
| **Number of Parcels** | 1 | |
| **Assessor Parcel** | 113-210-024 | |
| **Land Area** | Square Feet | Acres |
| **Total Land Area** | **943,945** | **21.67** |
| **Corner** | Yes | |
| **Site Topography** | Level At street grade | |
| **Site Shape** | Irregular | |
| **Site Grade** | At street grade | |
| **Site Quality** | Average | |
| **Site Access** | Average | |
| **Site Exposure** | Average | |
| **Site Utility** | Average | |
| **Utilities** | Full / Available | |

**Adjacent Properties**

| | |
|---|---|
| North | Agricultural land |
| South | Santa Barbara County, North Jail |
| East | Agricultural land, RDO Water, and Coastal Growers Supply Inc. |
| West | Agricultural land |

**Accessibility** Access to the subject site is considered average overall.

STREET & TRAFFIC DETAIL

| **Street Improvements** | Type | Direction | Lanes | Lights | Curbs | Sidewalks | Signals | Median | Parking | Center Lane | Bike Lane |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Betteravia Rd. | Major arterial | Two-Way | 2 | | | | | | | | |
| Black Rd. | Minor arterial | Two-Way | 2 | | | | | | | | |
| **Frontage** | | | | | | | | | | | |
| Betteravia Rd. | 1595.34 feet | | | | | | | | | | |
| Black Rd. | 420 feet | | | | | | | | | | |

**Exposure & Visibility** Exposure of the subject is classed as average with primary frontage on Southwest Corner of Betteravia Rd. & Black Rd..

**Flood Plain**

Zone X (Unshaded). This is referenced by Panel Number 06083C0186F, dated September 30, 2005. Zone X (unshaded) is a moderate and minimal risk area. Areas of moderate or minimal hazard are studied based upon the principal source of flood in the area. However, buildings in these zones could be flooded by severe, concentrated rainfall coupled with inadequate local drainage systems. Local storm water drainage systems are not normally considered in a community's flood insurance study. The failure of a local drainage system can create areas of high flood risk within these zones. Flood insurance is available in participating communities, but is not required by regulation in these zones. Nearly 25% of all flood claims filed are for structures located within these zones. Minimal risk areas outside the 1% and 0.2% annual chance floodplains. No BFEs or base flood depths are shown within these zones. (Zone X (unshaded) is used on new and revised maps in place of Zone C.)

**Seismic**

The property is not located in an Alquist-Priolo Earthquake Fault Zone. The community has adopted a seismic element to the general plan and requires all construction to meet Zone 4 of the Uniform Building Code, which is in consideration of earthquake hazards associated with California.

**Easements**

A preliminary title report was not available for review. During the property inspection, no adverse easements or encumbrances were noted. This appraisal assumes that there are no adverse easements present. If questions arise, further research is advised.

**Soils**

A detailed soils analysis was not available for review. Based on the development of the subject, it appears the soils are stable and suitable for the existing improvements.

**Hazardous Waste**

We have not conducted an independent investigation to determine the presence or absence of toxins on the subject property. If questions arise, the reader is strongly cautioned to seek qualified professional assistance in this matter. Please see the Assumptions and Limiting Conditions for a full disclaimer.

**Site Rating**

Overall, the subject site is considered average as a land site in terms of its location, exposure and access to employment, education and shopping centers, based on its location along a major arterial.

**Site Conclusion**

In conclusion, the site's physical characteristics appear to be supportive of the subject's current use and there were no significant detriments discovered that would inhibit development in accordance with its highest and best use.

## ZONING

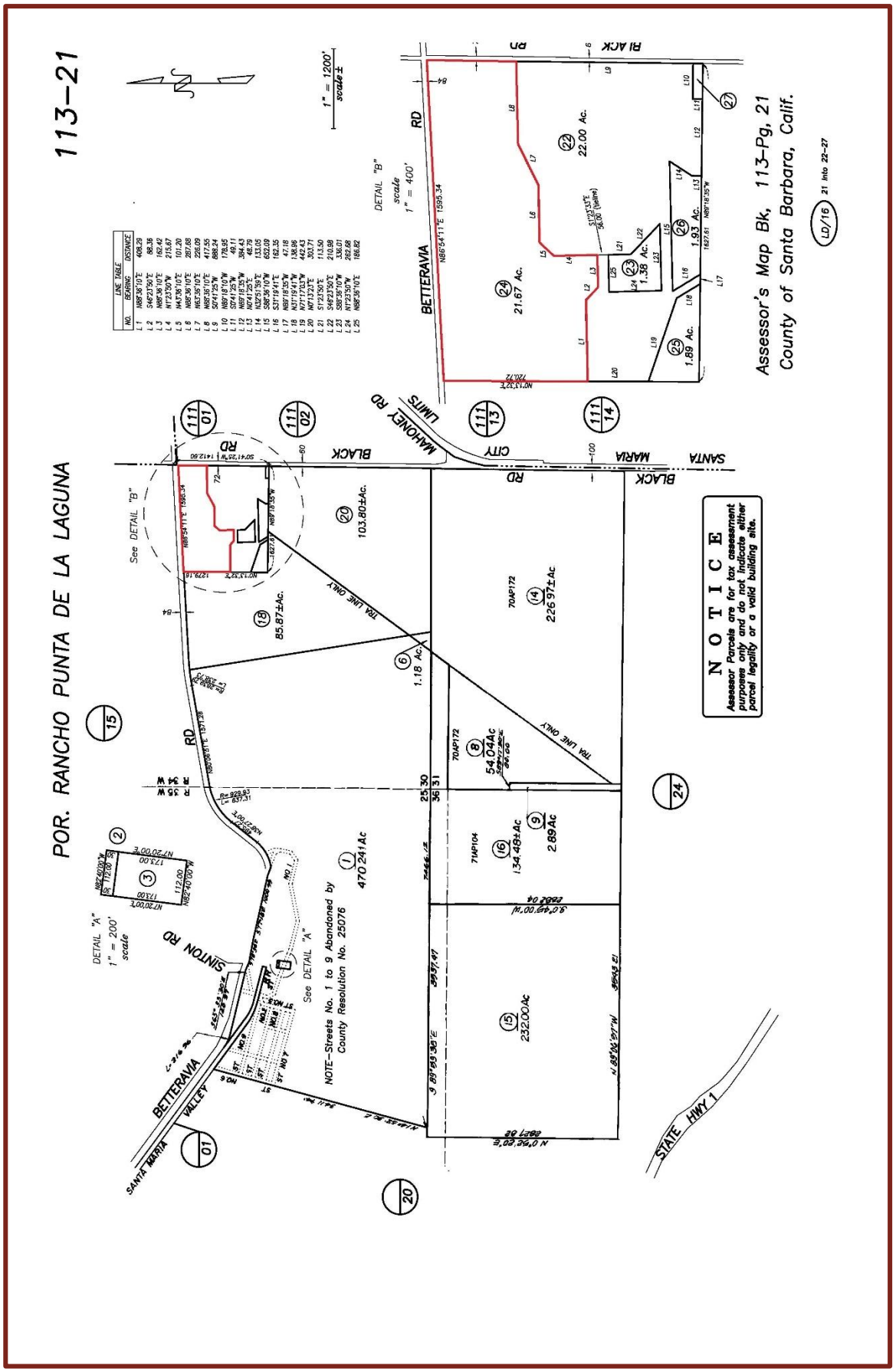
The subject is located in the General Industry (M-2) zoning designation. The M-2 district is designed and intended to provide a district which will ensure an environment conducive to the development and protection of modern industrial processes and activities that may not be compatible with proximate residential or commercial uses, but may be compatible with adjoining light manufacturing districts. The uses permitted in this district can be characterized as generating a higher level of potential influences upon surrounding land uses than the light manufacturing district..

| ZONING | |
|---|---|
| Designation | General Industry (M-2) |
| Zoning Authority | County of Santa Barbara |
| Permitted Uses | Various agricultural uses including accessory structure, and agricultural processing. Various industrial uses including surface mining, winery, appliance manufacturing, bakery, boat building and sales, business machine manufacturing, ceramic product manufacturing, merchandise manufacturing, petroleum storage, recycling, storage yard, and wholesaling. Office use is allowed as an accessory. Appliance and vehicle repairs and services are also allowed. |
| Current Use | Industrial Land |
| Current Use Legally Permitted | Yes |
| Conforming Use | The bulk of the improvements as well as the parking conform to the requirements ordinance. |
| Conforming Lot | The bulk of the improvements as well as the parking conform to the requirements |
| Zoning Change | No |

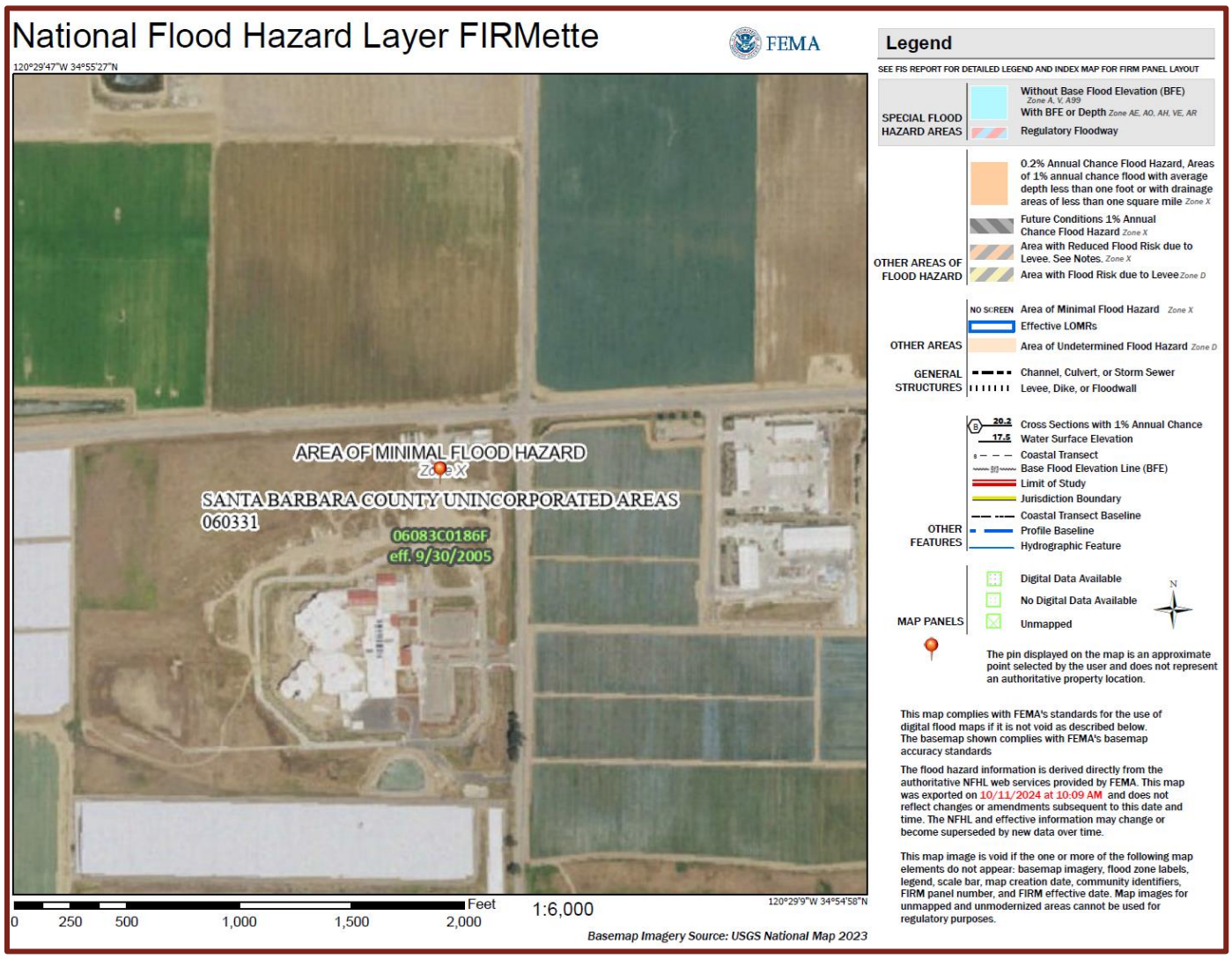
Source: County of Santa Barbara Planning & Zoning Department

## ZONING CONCLUSION

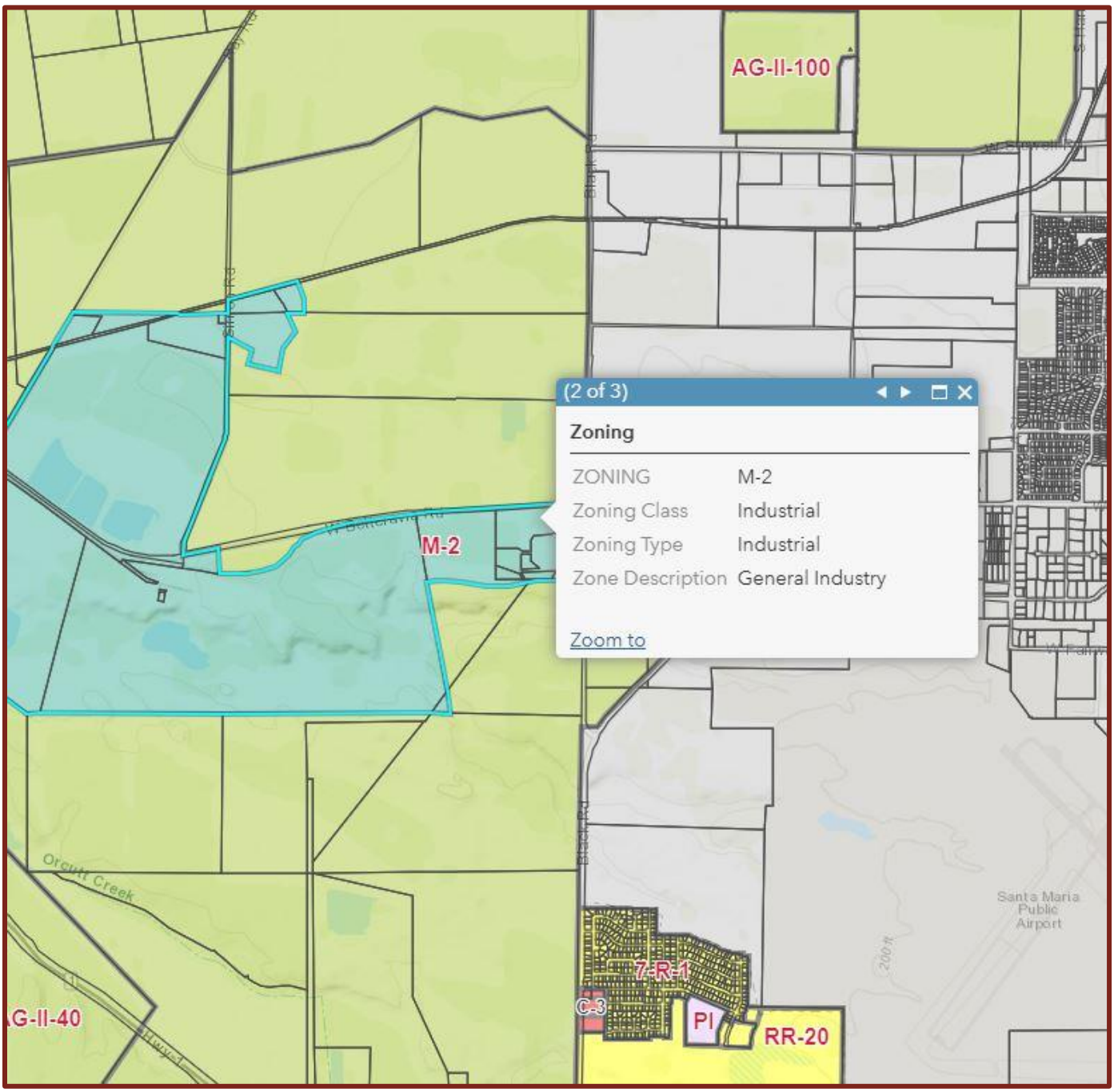
The current use for the subject property is industrial land and is a permitted use based on the current zoning guidelines. No zoning change is believed to be imminent Based on the foregoing, it appears that the subject's improvements are a legally conforming use of the subject site.


113-21
POR. RANCHO PUNTA DE LA LAGUNA
Assessor's Map Bk, 113-Pg, 21
County of Santa Barbara, Calif.
LD/16 21 Into 22-27
1" = 1200' scale ±
DETAIL "B" scale 1" = 400'
See DETAIL "B"
DETAIL "A" 1" = 200' scale
See DETAIL "A"
NOTE-Streets No. 1 to 9 Abandoned by County Resolution No. 25076
NOTICE
Assessor Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.
BETTERAVIA RD
SANTA MARIA VALLEY
BLACK RD
SANTA MARIA CITY LIMITS
MAHONEY RD
SINTON RD
STATE HWY 1
TRA LINE ONLY
22.00 Ac.
21.67 Ac.
1.93 Ac.
1.38 Ac.
1.89 Ac.
103.80±Ac.
85.87±Ac.
1.18 Ac.
225.97±Ac
54.04Ac
2.89Ac
134.49±Ac
470.241Ac
232.00Ac

# FLOOD MAP


National Flood Hazard Layer FIRMette
FEMA
120°29'47"W 34°55'27"N
AREA OF MINIMAL FLOOD HAZARD
ZONE X
SANTA BARBARA COUNTY UNINCORPORATED AREAS
060331
06083C0186F
eff. 9/30/2005
0 250 500 1,000 1,500 2,000 Feet
1:6,000
120°29'9"W 34°54'58"N
Basemap Imagery Source: USGS National Map 2023
Legend
SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth Zone AE, AO, AH, VE, AR
Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D
OTHER AREAS
NO SCREEN Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall
OTHER FEATURES
20.2
17.5
Cross Sections with 1% Annual Chance
Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature
MAP PANELS
Digital Data Available
No Digital Data Available
Unmapped
N
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/11/2024 at 10:09 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.
This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

# ZONING MAP


AG-II-100
(2 of 3)
Zoning
ZONING M-2
Zoning Class Industrial
Zoning Type Industrial
Zone Description General Industry
Zoom to
M-2
Orcutt Creek
Santa Maria Public Airport
7-R-1
C-3
PI
RR-20
G-II-40

Improvements near the Northeast Corner

Viewing Southwest near the Northeast Corner

Viewing Southeast towards Northwest Corner

Viewing South along West Property Line

## CURRENT TAXATION & ASSESSMENT DESCRIPTION

As a publicly owned property, the subject property does not feature an assessed value and is not subject to property taxes.

## HIGHEST & BEST USE INTRODUCTION

The highest and best use of the subject property provides the foundation for the valuation section. Highest and best use is defined in the 7th edition of *The Dictionary of Real Estate Appraisal* (Appraisal Institute, Chicago, 2022), as follows:

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid.
3. The highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future.

Highest and best use analysis uses the following steps for the subject:

- Highest & Best Use As Vacant
- Determination of the ideal improvements
- Highest & Best Use As Improved
- Conclusion of the Highest & Best Use

The analysis of highest and best use can be thought of as the logical end of a spectrum of market analysis procedures, running from the macroeconomic overview of a general market study, through more detailed marketability studies and analyses of financial feasibility, to the formal analysis of highest and best use. In theory, the highest and best use is commonly described as that reasonable and most profitable use that will support its highest present value. The highest and best use, or most profitable use, must be legally permissible, physically possible, financially feasible, and maximally productive.

This section develops the highest and best use of the subject property As-Vacant and As Improved.

## AS VACANT ANALYSIS

In this section the highest and best use of the subject as vacant is concluded after taking into consideration financial feasibility, maximal productivity, marketability, legal, and physical factors.

**Legally Permissible**

Private restrictions, zoning, building codes, historic district controls, and environmental regulations are considered, if applicable to the subject site. The legal factors influencing the highest and best use of the subject site are primarily government regulations such as zoning ordinances. Permitted uses of the subject's General Industry (M-2) include various agricultural uses including accessory structure, and agricultural processing. various industrial uses including surface mining, winery, appliance manufacturing, bakery, boat building and sales, business machine manufacturing, ceramic product manufacturing, merchandise manufacturing, petroleum storage, recycling, storage yard, and wholesaling. office use is allowed as an accessory. appliance and vehicle repairs and services are also allowed.  projects.

The County of Santa Barbara has reported that they plan to develop the site to a step-down facility for people who need housing after being in jail. The subject site is adjacent to the County Jail making this use practical.

Based on the County of Santa Barbara Code of Ordinances, transitional or supportive housing is only allowed with a "permit determined by specific use regulations." Because the property owner is the County of Santa

Barbara it's likely they will be allowed this use. However, if an unrelated buyer purchased the property, it is more likely they would develop the site to an industrial or agricultural use that is permitted under the M-2 zoning.

**Physically Possible**

The test of what is physically possible for the subject site considers physical and locational characteristics that influence its highest and best use. In terms of physical features, the subject site totals 21.6700-acres (943,945 SF), it is irregular in shape and has a level topography. The site has average exposure and average overall access. All utilities are available to the site. There are no physical limitations that would prohibit development of any of the by-right uses on the site.

**Financial Feasibility**

Based on the subject's zoning and location, development to uses allowed by zoning is financially feasible with the most likely use of the site determined to be industrial or agricultural.

**Maximum Productivity**

There is only one use that creates value and at the same time conforms to the requirements of the first three tests. Financial feasibility, maximal productivity, marketability, legal, and physical factors have been considered and the highest and best use of the subject site as-vacant concluded to be development to uses allowed by zoning.

## VALUATION METHODS

In traditional valuation theory, the three approaches to estimating the value of an asset are the cost approach, sales comparison approach, and income capitalization approach. Each approach assumes valuation of the property at the property's highest and best use. From the indications of these analyses, an opinion of value is reached based upon expert judgment within the outline of the appraisal process.

## SITE VALUATION

The site value is a specific scope requirement of this assignment. Considering the subject property comprises a vacant site, the inclusion of estimate of vacant land value is deemed appropriate. Therefore, a valuation of the subject site has been provided herein.

## COST APPROACH

The cost approach considers the cost to replace the proposed improvements, less accrued depreciation, plus the market value of the land. The cost approach is based on the understanding that market participants relate value to cost. The value of the property is derived by adding the estimated value of the land to the current cost of constructing a reproduction or replacement for the improvements and then subtracting the amount of depreciation in the structure from all causes. Profit for coordination by the entrepreneur is included in the value indication.

The Cost Approach is not a specific scope requirement of this assignment. Characteristics specific to the subject property do not warrant that this valuation technique is developed. Based on the preceding information, the Cost Approach will not be presented.

## INCOME CAPITALIZATION APPROACH

The income capitalization approach ("income approach") simulates the reasoning of an investor who views the cash flows that would result from the anticipated revenue and expense on a property throughout its lifetime. The net income developed in our analysis is the balance of potential income remaining after vacancy and collection loss, and operating expenses. This net income is then capitalized at an appropriate rate to derive an estimate of value or discounted by an appropriate yield rate over a typical projection period in a discounted cash flow analysis. Thus, two key steps are involved: (1) estimating the net income applicable to the subject and (2) choosing appropriate capitalization rates and discount rates. The appropriate rates are ones that will provide both a return on the investment and a return of the investment over the life of the particular property.

The Income Approach is not a scope requirement for this assignment.

## CORRELATION AND CONCLUSION

Based on the agreed upon scope with the client, the subject's specific characteristics and the interest appraised, this appraisal developed Land Sales Comparison Approach. The values presented represent the As-Is Market Value (Fee Simple Estate)

## SITE VALUATION INTRODUCTION

This section values the subject site by comparing it with substitute land sales or listings within the local market area or in competitive areas throughout the region. Land value is influenced by a number of factors; most notably development and use potential. These factors, as well as others, are factored in the following analysis.

## UNIT OF COMPARISON

The most relevant unit of comparison for competing land is the $/SF. All of the comparable sales presented in this section were reported on this basis.

## COMPARABLE SELECTION

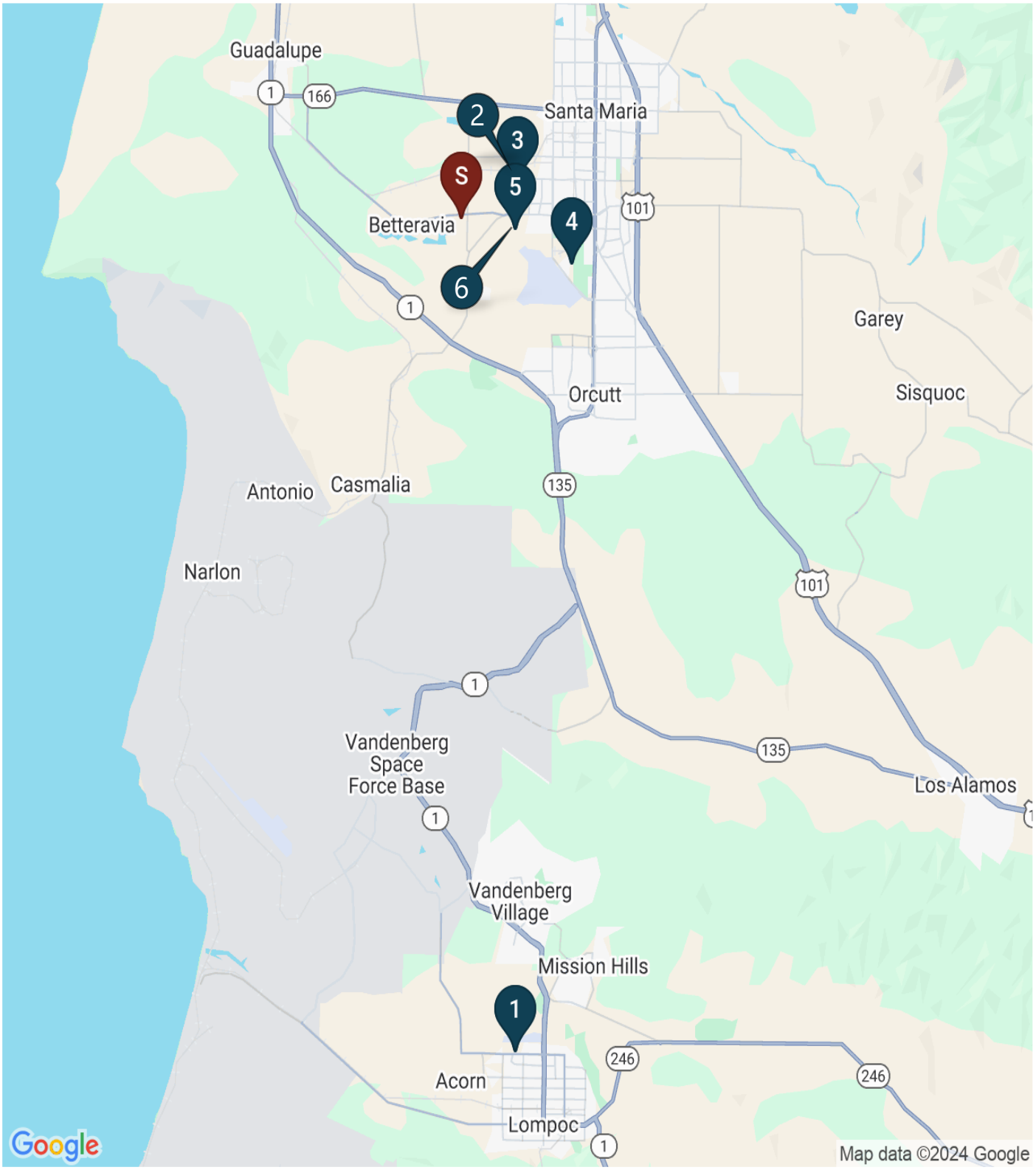
A thorough search was made for similar land sales in the area. The parameters of the survey were highest and best use, zoning, proximity to the subject, size, and date of sale. In selecting comparables, emphasis was placed on confirming recent sales of sites that are similar to the subject property in terms of location and physical characteristics. Overall, the sales used represent the best comparables available for this analysis.

## SUMMARY OF SALES

Five transactions and one listing were deemed applicable within the subject's market area, summarized below:

LAND SALES SUMMARY

| | DATE OF SALE | LOCATION | MUNICIPALITY | SF | ADJUSTED SALE PRICE | $/SF |
|---|---|---|---|---|---|---|
| 1 | 7/9/2021 | 1025 and 1035 W. Central Ave. | Lompoc | 163,350 | $1,633,500 | $10 |
| 2 | 2/24/2022 | 1599 A St. | Santa Maria | 1,504,127 | $5,000,000 | $3 |
| 3 | 4/27/2022 | 1755, 1767 & 1795 A St. | Santa Maria | 2,271,218 | $7,000,000 | $3 |
| 4 | 4/8/2024 | 2770 Industrial Pkwy. | Santa Maria | 126,324 | $884,268 | $7 |
| 5 | 6/18/2024 | S. of Betteravia Rd., W. of A St. | Santa Maria | 1,713,650 | $4,850,000 | $3 |
| 6 | Listing | S. Side of Betteravia Rd., W. of A St. | Santa Maria | 2,278,624 | $18,228,992 | $8 |


Guadalupe
1
166
Santa Maria
2
3
S
5
4
101
Betteravia
6
1
Garey
Orcutt
Sisquoc
Antonio
Casmalia
135
Narlon
101
1
Vandenberg
Space
Force Base
135
Los Alamos
1
Vandenberg
Village
Mission Hills
1
246
246
Acorn
Lompoc
1
Google
Map data ©2024 Google

## TRANSACTIONAL ADJUSTMENTS

Adjustments to the comparable sales were considered and made when warranted for expenditures after purchase, property rights transferred, conditions of sale, financing terms, and market conditions.

1. **Property Rights -** All of the sales comparables were fee simple sales reflecting the property rights appraised herein per the agreed upon scope of work.
2. **Financing -** The sales all reflected typical cash equivalent, lender-financed transactions and no adjustments were required for financing terms.
3. **Sale Conditions -** None of the comparables required a condition of sale adjustment, as all were confirmed to be arm's length transactions.
4. **Expenditures After Sale -** Expenses that the buyer incurs after purchase (demolition, cleanup costs, etc.). Sales 2 and 3 were adjusted downward for the value of improvements onsite. Both sales had a few buildings onsite. Each sale has an allocated value for the improvements.
5. **Market Conditions (Time) -** Based on the analysis performed, which includes research and interpretation of value trends of the comparables presented herein, no market conditions adjustment was applied.

## PROPERTY ADJUSTMENT PROCESS

Property adjustments are usually expressed quantitatively as percentages or dollar amounts that reflect the differences in value attributable to the various characteristics of the property. In some instances, however, qualitative adjustments are used. These adjustments are based on locational and physical characteristics and are applied after the application of transaction and market conditions adjustments. Our reasoning for the property adjustments made to each sale comparable follows.

### Location

All sales except for Sale 1 are located in Santa Maria. Sale 1 is located in Lompoc. It's located in a superior location at the northeast corner of W. Central Ave. and W. Barton Ave. The site is less rural than the subject, near wineries and residential development.

The subject is located outside of the Santa Maria City limits. All of the sales are located within the city. Therefore, all the sales have a superior location and are given a downward adjustment.

### Size

Typically, as the size increases, the price/SF decreases, and vice versa, indicating adjustments to sales which are much larger or smaller than the subject.

## PRESENTATION

The following Land Sales Comparison Table and location map summarize the sales data. Following these items, the site value is concluded.

## LAND SALES COMPARISON TABLE

| | SUBJECT | COMP 1 | | COMP 2 | | COMP 3 | | COMP 4 | | COMP 5 | | COMP 6 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Name | Industrial Land | Industrial Land | | Agricultural/Industrial Land | | Agricultural/Industrial Land | | Industrial Land | | Agricultural/Industrial Land | | Agricultural/Industrial Land | |
| Address | Southwest Corner of Betteravia Rd. & Black Rd. | 1025 and 1035 W. Central Ave. | | 1599 A St. | | 1755, 1767 & 1795 A St. | | 2770 Industrial Pkwy. | | S. of Betteravia Rd., W. of A St. | | S. Side of Betteravia Rd., W. of A St. | |
| City | Santa Maria | Lompoc | | Santa Maria | | Santa Maria | | Santa Maria | | Santa Maria | | Santa Maria | |
| State | CA | CA | | CA | | CA | | CA | | CA | | CA | |
| Zip | 93455 | 93436 | | 93454 | | 93455 | | 93455 | | 93455 | | 93455 | |
| County | Santa Barbara | Santa Barbara | | Santa Barbara | | Santa Barbara | | Santa Barbara | | Santa Barbara | | Santa Barbara | |
| Parcel | 113-210-024 | 093-450-056, 093-450-055 | | 117-820-016 | | 117-820-022, 036 | | 111-291-033 | | 111-040-007 | | 111-040-014, Ptn. of 111-040-013 | |
| **SALE INFORMATION** | | | | | | | | | | | | | |
| Transaction Price | | $2,120,000 | | $5,000,000 | | $7,000,000 | | $1,050,000 | | $4,850,000 | | $15,100,000 | |
| Transaction Price $/SF | | $13 | | $3 | | $3 | | $8 | | $3 | | $7 | |
| Property Rights [1] | | Fee Simple | | Fee Simple | | Fee Simple | | Fee Simple | | Fee Simple | | - | |
| Financing [2] | | - | | Cash, Seller Carried | | Loan | | - | | Conventional | | - | |
| Sale Conditions [3] | | Typical | | Typical | | Typical | | Typical | | Typical | | - | |
| Expenditures After Sale [4] | | $0 | | ($200,000) | (4.0%) | ($350,000) | (5.0%) | $0 | | $0 | | $0 | |
| Market Conditions [5] | | 7/9/2021 | | 2/24/2022 | | 4/27/2022 | | 4/8/2024 | | 6/18/2024 | | - | |
| Sale Status | | Closed | | Closed | | Closed | | Closed | | Closed | | Listing | |
| Recording Number | | 2021-51426 | | 2022-10226 | | 2022-23861 | | 2024-12220 | | 2024-18591 | | - | |
| Total Transactional Adjustments | | $0 | 0% | $0 | 0% | $0 | 0% | $0 | 0% | $0 | 0% | $0 | 0% |
| **Adjusted $/SF** | | **$13** | | **$3** | | **$3** | | **$8** | | **$3** | | **$7** | |
| **PHYSICAL INFORMATION** | | | | | | | | | | | | | |
| Square Feet | 943,945 | 163,350 | (15%) | 1,504,127 | | 2,271,218 | 10% | 126,324 | (15%) | 1,713,650 | 10% | 2,278,624 | 10% |
| Acres | 21.6700 | 3.7500 | | 34.5300 | | 52.1400 | | 2.9000 | | 39.3400 | | 52.3100 | |
| Location | Average | Superior | (10%) | Superior | (10%) | Superior | (10%) | Superior | (10%) | Superior | (10%) | Superior | (10%) |
| Shape | Irregular | Rectangular | | Irregular | | Rectangular | | Flag | | Rectangular | | L-Shaped | |
| Zoning | M-2 | BP | | PD/M-1 | | CPO, PD, M-1 | | OS & PD M1 | | PD/OS | | CM & OS; PD | |
| Topography | Level | Generally Level | | Level | | Level | | Generally Level | | Level | | Level | |
| Utilities | Full / Available | Available | | Full | | Full | | Available | | All available or on-site | | All available or on-site | |
| Listing | - | - | | - | | - | | - | | - | | - | (10%) |
| Total Physical Adjustments | | ($3) | (25%) | $0 | (10%) | $0 | 0% | ($2) | (25%) | $0 | 0% | ($1) | (10%) |
| **Adjusted $/SF** | | **$10** | | **$3** | | **$3** | | **$6** | | **$3** | | **$6** | |

## LAND VALUE CONCLUSION

The comparable land sales indicate an overall unadjusted value range from $3/SF to $13/SF, and average of $6/SF. After adjustments, the comparables indicate a narrower range for the subject site between $3/SF and $10/SF with an average of $5/SF.

Sales 2 and 5 are most similar in size to the subject but are still over 10 acres larger. Sales 1 and 4 are the smallest of the sales and set the high end of the range. These sales are significantly smaller than the subject and therefore given no weight.

Sales 2, 3, 5, and 6 are near the subject. Sales 2 and 3 are located near W. Battles Rd. and A St. about 1.5 miles northeast of the subject. Sales 5 and 6 are located south of Betteravia Rd. about 1 mile east of the subject. Sale 6 is a listing and therefore given less consideration. It's been on the market for about 2.5 months and the list price appears high. Therefore, it is adjusted downward.

The subject is located outside of the Santa Maria City limits. All of the sales are located within the city. Therefore, all the sales have a superior location and are given a downward adjustment.

The comparables indicate a unit value, based on a general bracketing analysis, between $3/SF and $10/SF. Based on the subject's overall locational and physical features, a unit value conclusion of $4/SF is supported. The following table summarizes the comparable land sales analysis and applies the unit value conclusion to the site area to provide an indication of the as-vacant land value.

**LAND SALES COMPARISON APPROACH CONCLUSION (SF)**

| | TRANSACTION | ADJUSTMENT | | | | NET | GROSS |
|---|---|---|---|---|---|---|---|
| | PRICE | TRANSACTIONAL[1] | ADJUSTED | PROPERTY[2] | FINAL | ADJ | ADJ |
| 1 | $13 | 0% | $13 | (25%) | $10 | (23%) | 25% |
| 2 | $3 | 0% | $3 | (10%) | $3 | 0% | 14% |
| 3 | $3 | 0% | $3 | 0% | $3 | 0% | 25% |
| 4 | $8 | 0% | $8 | (25%) | $6 | (25%) | 25% |
| 5 | $3 | 0% | $3 | 0% | $3 | 0% | 20% |
| 6 | $7 | 0% | $7 | (10%) | $6 | (14%) | 30% |
| *HIGH* | *$13* | *0%* | *$13* | *0%* | *$10* | *0%* | *30%* |
| *AVG* | *$6* | *0%* | *$6* | *(12%)* | *$5* | *(10%)* | *23%* |
| *MED* | *$5* | *0%* | *$5* | *(10%)* | *$5* | *(7%)* | *25%* |
| *LOW* | *$3* | *0%* | *$3* | *(25%)* | *$3* | *(25%)* | *14%* |

| | SUBJECT SF | | $/SF | | VALUE |
|---|---|---|---|---|---|
| Total Land Area | 943,945 | x | $4 | = | $3,775,780 |
| INDICATED VALUE (ROUNDED TO NEAREST $10,000) | | | $4 | | $3,780,000 |

[1]Cumulative [2]Additive

## RECONCILIATION OF VALUE CONCLUSIONS

| RECONCILIATION OF VALUES | |
|---|---|
| VALUATION SCENARIOS | AS-IS MARKET VALUE |
| Interest | Fee Simple Estate |
| Date | October 18, 2024 |
| **LAND VALUE** | |
| **LAND CONCLUSION** | **$3,780,000** |
| $/SF Total Land Area | $4 |
| **FINAL VALUE CONCLUSION** | |
| FINAL VALUE CONCLUSION | **$3,780,000** |
| $/SF Total Land Area | $4 |

The Reconciliation of Value Conclusions is the final step in the appraisal process and involves the weighing of the individual valuation techniques in relationship to their substantiation by market data, and the reliability and applicability of each valuation technique to the subject property. Below, the individual strengths and weaknesses of each approach are analyzed.

The Cost Approach was not presented in this analysis. This approach has no application due to the fact that there are no improvements on the subject site. The exclusion of the Cost Approach does not diminish the credibility of the value conclusion.

Reliability of the Sales Comparison Approach is influenced by the degree of comparability between the property under analysis and those that have sold. In this instance, six sales of somewhat similar properties have been analyzed from which a comparative unit, sale price/SF could be derived. Adjustments are reasonable and logical. Therefore, the Sales Comparison Approach is directly applicable.

The Income Approach to value is not utilized herein given that there is not any income in place at the site, nor is there a potential for revenue to be present once developed.

To reach a final opinion of value, we considered the reliability and relevance of each value indication based upon the quality of the data and applicability of the assumptions underlying each approach. Given the availability and reliability of data we gave the Sales Comparison approach primary weight in arriving at our final value conclusions.

# ASSUMPTIONS & LIMITING CONDITIONS

This appraisal is subject to the following general assumptions and limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Central California Appraisals will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.
5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Central California Appraisals is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
9. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.
10. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
11. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.
12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.

14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Central California Appraisals and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
15. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Central California Appraisals.
17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.
22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.

25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the client, the appraiser will submit a revised report for an additional fee.

26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the client, the appraiser will submit a revised report for an additional fee.

27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences upon request of the client the appraiser will submit a revised report for an additional fee.

28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.

29. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.

30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.

31. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.

32. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.

33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.

34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

35. You and Central California Appraisals both agree that any dispute over matters in excess of $5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Central California Appraisals and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Central California Appraisals or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Central California Appraisals for this assignment, and under no circumstances shall any claim for consequential damages be made.

36. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.

# CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions of the signer are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- The signer of this report has no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
- Michael Burger MAI, R/W-AC has performed no services, specifically as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- The signer is not biased with respect to the property that is the subject of this report or to the parties involved with this assignment.
- The engagement in this assignment was not contingent upon developing or reporting predetermined results.
- The compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analysis, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the *Code of Professional Ethics* and *Standards of Professional Appraisal Practice* of the Appraisal Institute, and the *Uniform Standards of Professional Appraisal Practice*, as set forth by the Appraisal Standards Board of the Appraisal Foundation.
- Michael Burger MAI, R/W-AC inspected the property that is the subject of this report.
- Allyson Milburn provided significant real property appraisal assistance to the appraisers signing the certification.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Michael Burger MAI, R/W-AC has completed the continuing education program for Designated Members of the Appraisal Institute.

Michael Burger MAI, R/W-AC
Certified General Real Estate Appraiser
California License No. AG003817
Expiration Date 5/17/2026

# ADDENDA

## ENGAGEMENT LETTER

GENERAL SERVICES DEPARTMENT

**Kirk Lagerquist, Director**
Lynne Dible, Assistant Director, Finance, Administration & Procurement Services
John Green, Assistant Director, Capital, Facilities-Maintenance & Energy
Skip Grey, Assistant Director, Fleet & Real Property

# NOTICE TO PROCEED

October 9, 2024

Central California Appraisals
4915 Calloway Dr., Suite 101
Bakersfield, CA 93312

RE: Appraisal Report
Assessor Parcel Number 113–210–024
Project: BWell State Grant (BHCIP Bond Round 1)
Real Property File No. 004098

You are hereby authorized to proceed in preparing a valuation appraisal report Assessor Parcel Number 113–210–024, ("Parcel"). The Parcel is adjacent to the North County Jail Site in the County of Santa Barbara, depicted as the shaded area and shown on Exhibit "A" attached.

The intended use of the appraisal, to be provided on or before Friday, November 15, 2024, is for BWell State Grant (BHCIP Bond Round 1) for a Step-Down Facility to be construction and development in unincorporated area of the County of Santa Barbara.

If you have any questions or concerns please feel free to contact me directly at (805) 568-3072, by e-mail at jcleary@countyofsb.org, or contact me anytime on my mobile at (805) 689-2226.

Sincerely,

James Cleary
Project Manager

**Exhibit "A"**
**APN 113–210 –024**

## SUBJECT PHOTOGRAPHS

Viewing East along Betteravia Rd.

Viewing West near Northeast Corner from Betteravia Rd.

Improvements near Northeast Corner

Viewing North at Jail Access Drive along Black Rd.

Viewing West along South Property Line from Black Rd.

Viewing South from Betteravia Rd. towards Jail

Viewing Southwest near the Northeast Corner

Viewing South along West Property Line

Viewing Southeast towards Northwest Corner

## SALE DATA SHEETS

CENTRAL CALIFORNIA
APPRAISALS

# Industrial Land

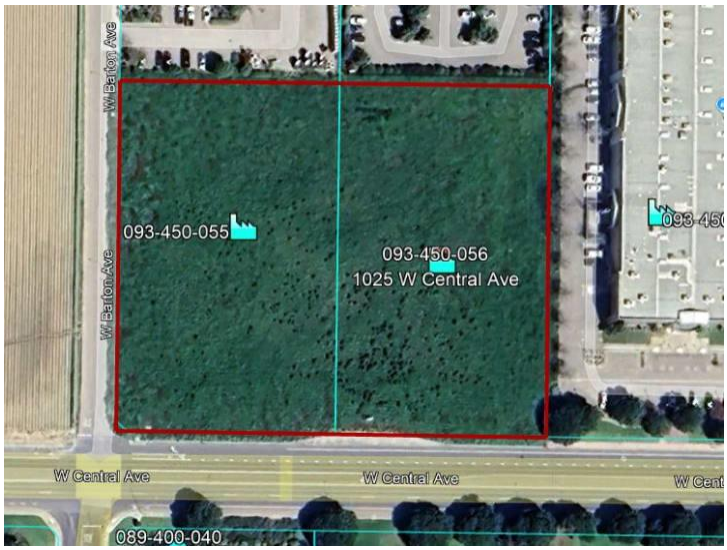
Comparable 1

## Sale Information

| | | |
|---|---|---|
| Buyer | Terra Firma California LLC | |
| Seller | P K Properties Lompoc LLC | |
| Sale Date | 7/9/2021 | |
| Transaction Status | Closed | |
| Sale Price | $2,120,000 | $12.98 /SF Land |
| Analysis Price | $2,120,000 | $12.98 /SF Land |
| Recording Number | 2021-51426 | |
| Rights Transferred | Fee Simple | |
| Conditions of Sale | Typical | |

## Property

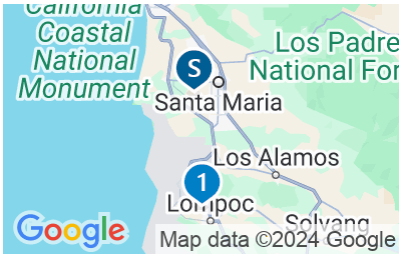
| | |
|---|---|
| Land Area | 3.75 Acres (163,350 SF) |
| Number of Parcels | 2 |
| Zoning | BP |
| Shape | Rectangular |
| Topography | Generally Level |
| Corner | Yes |
| Proposed Land Use | Light Industrial |
| Off-Site Improvements | Curbs, paved shoulder along W. Central Ave. |
| Utilities | Available |
| Flood Zones | Zone X (Shaded) |




1025 and 1035 W. Central Ave.
Lompoc, CA 93436

County
Santa Barbara

APN
093-450-056, 093-450-055




## Remarks

This property includes both 1025 and 1035 W. Central Ave, or APN's 093-450-055 and 093-450-056.

Located at the northeast corner of Central Ave. and Barton Ave. in Lompoc, California, the property is located adjacent to the Lompoc Airport (LPC) and just west of the Walmart-anchored Central Towne Square shopping center. This is a vacant commercial parcel.

The property's zoning allows for light/medium manufacturing, alcohol/winery production, office/R&D, warehouse/distribution, and other similar uses.

APN's 093-450-055 and 093-450-056 sold on 07/09/2021 for $2,120,000.

Both properties were purchased by Terra Firma California LLC.

APN 093-450-056 later sold on 12/07/2023 for $930,000, while 093-450-055 was listed on 05/20/2024 for $1,300,000.

CENTRAL CALIFORNIA
APPRAISALS

# Agricultural/Industrial Land

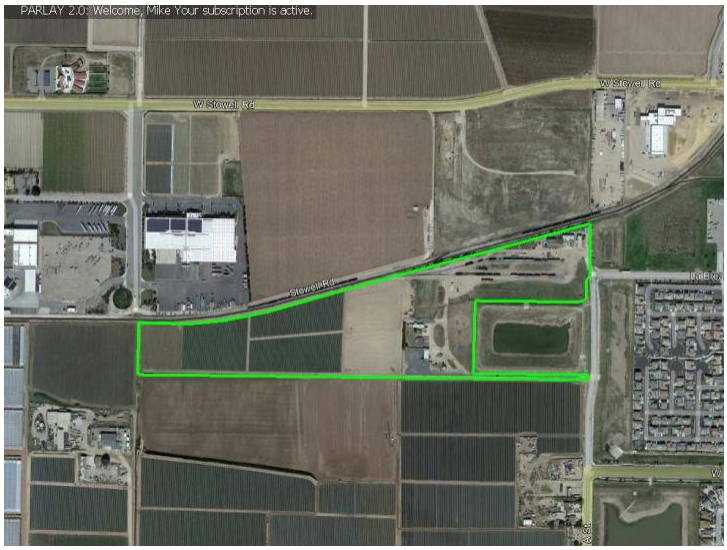
Comparable 2

## Sale Information

| | | |
|---|---|---|
| Buyer | Coast Belle Rail Corp | |
| Seller | Osburn Family Trust | |
| Sale Date | 2/24/2022 | |
| Transaction Status | Closed | |
| Sale Price | $5,000,000 | $3.32 /SF Land |
| Analysis Price | $4,800,000 | $3.19 /SF Land |
| Recording Number | 2022-10226 | |
| Rights Transferred | Fee Simple | |
| Financing | Cash, Seller Carried | |
| Conditions of Sale | Typical | |

## Property

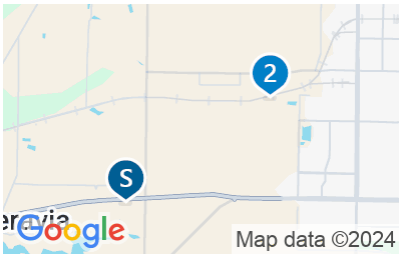
| | |
|---|---|
| Land Area | 34.53 Acres (1,504,127 SF) |
| Number of Parcels | 1 |
| Zoning | PD/M-1 |
| Shape | Irregular |
| Topography | Level |
| Utilities | Full |
| Flood Zones | No Flood Zones |




1599 A St.
Santa Maria, CA 93454

County
Santa Barbara

APN
117-820-016




## Remarks

This property is located at 1599 A St., Santa Maria. The property is improved with a residence and a manufactured office building.

The site is level, located in the Santa Maria city limits, and is surrounded by irrigated row crop farming operations, commercial/industrial buildings, and residential developments across A Street. The property is zoned Light Manufacturing (M-1) with a Planned Development Overlay (PD). Approximately 18.0± acres are leased to irrigated row crop farmers.

The buyer, Coast Belle Rail Corporation, is utilizing the property as headquarters for a subsidiary Santa Maria Valley Railroad. The buyer was a long-term tenant and has historically leased the property for equipment storage and office location. Services provided by Santa Maria Valley Railroad include transloading services, railcar storage, freight transportation, and track repair.

The sale was seller financed and the property was not listed on the open market. It closed on March 1, 2022, for $5,000,000 ($3.19/SF usable land). The property is improved with a residence and a manufactured office building with a combined estimated contributory value of $200,000.

CENTRAL CALIFORNIA
APPRAISALS

# Agricultural/Industrial Land

Comparable 3

## Sale Information

| | | |
|---|---|---|
| Buyer | B & D Land Holdings LLC | |
| Seller | Michael And Betty Kolding Trust | |
| Sale Date | 4/27/2022 | |
| Transaction Status | Closed | |
| Sale Price | $7,000,000 | $3.08 /SF Land |
| Analysis Price | $6,650,000 | $2.93 /SF Land |
| Recording Number | 2022-23861 | |
| Rights Transferred | Fee Simple | |
| Financing | Cash to Conventional Loan | |
| Conditions of Sale | Typical | |

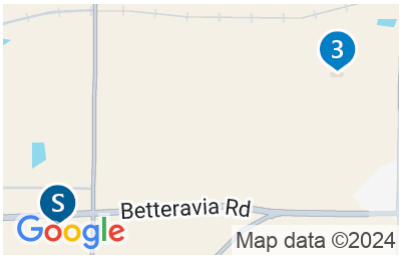
## Property

| | |
|---|---|
| Land Area | 52.14 Acres (2,271,218 SF) |
| Number of Parcels | 1 |
| Zoning | CPO, PD, M-1 |
| Shape | Rectangular |
| Topography | Level |
| Corner | No |
| Utilities | Full |
| Flood Zones | Zone X (Unshaded) |

1755, 1767 & 1795 A St.
Santa Maria, CA 93455

County
Santa Barbara

APN
117-820-022, 036




## Confirmation

| | |
|---|---|
| Date | 6/28/2019 |

## Remarks

The property fronts the west side of A St., one parcel south of W. Battles Rd., in Santa Maria, CA. The property consists of approximately 52 acres and is comprised of two legal parcels known as Treur Ranch. Each of the two parcels are generally rectangular in shape with the larger northern parcel consisting of 37.34+/- acres and smaller southern parcel consisting of 14.80+/- acres. Full utilities are available along A St. The existing agricultural well is inoperable. Water is provided by the neighboring property owner who is also the tenant of the property. The domestic water source for the property is from one on-site well. Municipal water from the City of Santa Maria will be available.

The property is located within the city limits of Santa Maria in an area known as Area 9. This area consists of light manufacturing, commercial, and professional office zoning. The property is zoned for commercial and professional office and light manufacturing, planned development. Buildings on the property include an older 3,008+/- square foot two-story residence and 1,800+/- square foot shop/garage. The buildings are located along the A Street frontage. These structures are typical for farmsteads and ranchettes, but they are not likely to be retained if the property is developed intensively to its highest and best use.

The topography is generally level with soil consisting of approximately 51.6% Betteravia loamy sand, 0-2% slopes, 3, 24.9% Corralitos loamy sand,

0-2% slopes, 3, 19.7% Terrace escarpments, sandy, 7, 3.8% Oceano sand, 0-2% slopes, 4.

The property was listed on the open market on August 1, 2019, for $7,998,000. It was reduced to $7,875,000 on August 5, 2021, and eventually closed on May 16, 2022, for $7,000,000 ($2.97/SF usable land).

The property is improved with a 3,000-square-foot residence and a 1,800-square-foot shop with a combined estimated contributory value of $350,000.

According to the listing broker, "present agricultural wells are being provided from an off-site source." At the time of listing, the property was farmed to strawberries.

CENTRAL CALIFORNIA
APPRAISALS

# Industrial Land

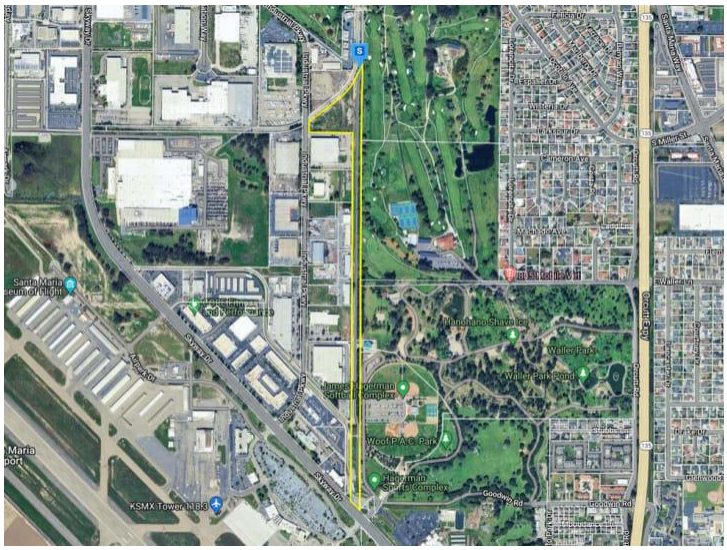
Comparable 4

## Sale Information

| | | |
|---|---|---|
| Buyer | Sm1 Holdings Inc | |
| Seller | Questa Industrial Properties LLC | |
| Sale Date | 4/8/2024 | |
| Transaction Status | Closed | |
| Sale Price | $1,050,000 | $8.31 /SF Land |
| Analysis Price | $1,050,000 | $8.31 /SF Land |
| Recording Number | 2024-12220 | |
| Rights Transferred | Fee Simple | |
| Conditions of Sale | Typical | |

## Property

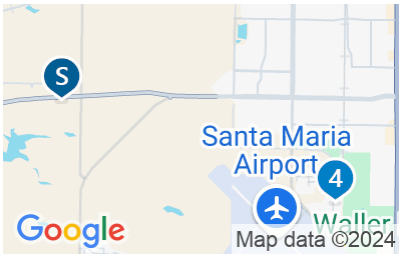
| | |
|---|---|
| Land Area | 2.9 Acres (126,324 SF) |
| Number of Parcels | 1 |
| Zoning | OS & PD M1 |
| Shape | Flag |
| Topography | Generally Level |
| Corner | No |
| View | No |
| Utilities | Available |
| Flood Zones | Zone A |



2770 Industrial Pkwy.
Santa Maria, CA 93455

County
Santa Barbara

APN
111-291-033




## Confirmation

| | |
|---|---|
| Name | Reink Ayers |
| Company | SM1 Holding INC |
| Phone Number | 805-349-9113 |
| Affiliation | Buyer |
| Date | 11/11/2024 |

## Remarks

This property is located on Industrial Pkwy, Santa Maria, and consists of 10.90 acres of land.

According to The City of Santa Maria & online measure tool, the property has 8 acres zoned Open Space and 2.9 acres zoned Planned Development-Light Industrial. The eastern strip of the site is the Santa Maria Valley Railroad Trail. This portion is the Open Space zoned area of the site and estimated to contain 8 acres. This acreage is deducted from the gross site area to arrive at the usable area of 2.9 acres.

According to public records the sellers were highly motivated to sell the property due to no longer having a need for the property. Despite the building restrictions, the buyers plans to develop an industrial building on the usable acreage. The buyer plans for construction aren't expected to for another year. Once constructed, the building will be for lease.

The property previously sold in September 2022 for $800,000 or $1.87/sf.

CENTRAL CALIFORNIA
APPRAISALS

# Agricultural/Industrial Land

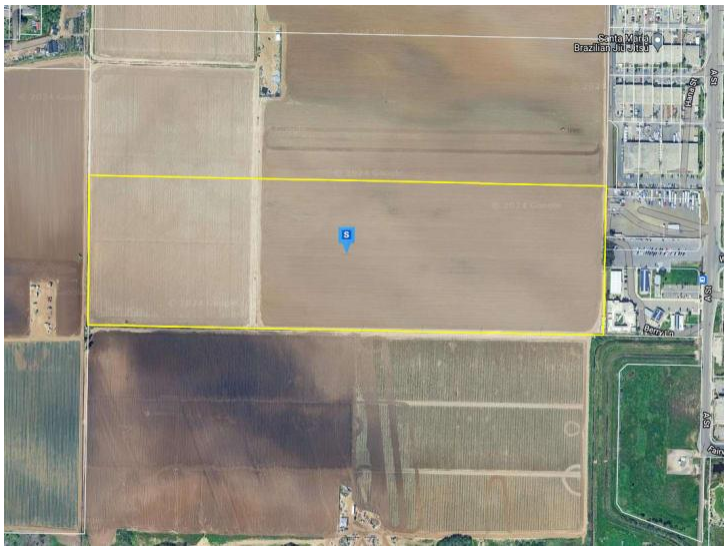
Comparable 5

## Sale Information

| | | |
|---|---|---|
| Buyer | Rancho Regalo Holdings LLC | |
| Seller | Tim & Pamela Goetz | |
| Sale Date | 6/18/2024 | |
| Transaction Status | Closed | |
| Sale Price | $4,850,000 | $2.83 /SF Land |
| Analysis Price | $4,850,000 | $2.83 /SF Land |
| Recording Number | 2024-18591 | |
| Rights Transferred | Fee Simple | |
| Financing | Cash to Conventional | |
| Conditions of Sale | Typical | |

## Property

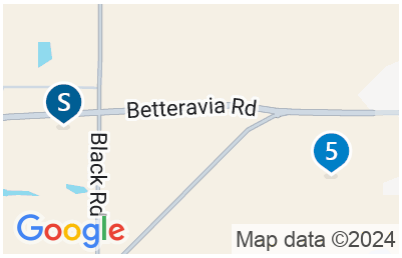
| | |
|---|---|
| Land Area | 39.34 Acres (1,713,650 SF) |
| Number of Parcels | 1 |
| Zoning | PD/OS |
| Shape | Rectangular |
| Topography | Level |
| Corner | No |
| Off-Site Improvements | None |
| Utilities | All available or on-site |
| Flood Zones | Zone X (Unshaded) |



S. of Betteravia Rd., W. of A St.
Santa Maria, CA 93455

County
Santa Barbara

APN
111-040-007




## Confirmation

| | |
|---|---|
| Name | Grant Deed, Public Records |
| Date | 11/12/2024 |

## Remarks

This property is located two parcels south of Betteravia Rd., west of A St., in Santa Maria, CA. The property consists of 39.34 acres of open farmland. The land is unimproved and undeveloped.

Topography is level and at street grade. Utilities present on the property include water and electricity. Natural gas and sewer hookups are both available at Betteravia Rd.

Water is provided by a single on-site well located at the properties southeast corner.

There is no direct access to the property. Access is provided via dirt roadways through neighboring parcels.

After completion of the sale, the buyer submitted an application to rezone the property to CM-PD (Commercial Manufacturing - Planned Development).

CENTRAL CALIFORNIA
APPRAISALS

# Agricultural/Industrial Land

Comparable 6

## Sale Information

| | | |
|---|---|---|
| Seller | Tim & Pamela Goetz | |
| Transaction Status | Listing | |
| Sale Price | $15,100,000 | $6.63 /SF Land |
| Analysis Price | $15,100,000 | $6.63 /SF Land |
| Marketing Time | 78 days | |

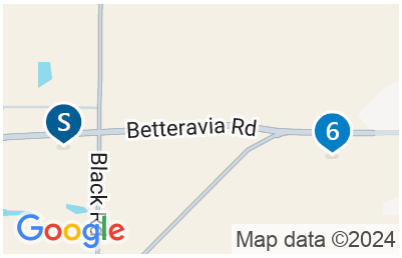
## Property

| | |
|---|---|
| Land Area | 52.31 Acres (2,278,624 SF) |
| Number of Parcels | 2 |
| Zoning | CM & OS; PD |
| Shape | L-Shaped |
| Topography | Level |
| Corner | No |
| Off-Site Improvements | Paved roadways |
| Utilities | All available or on-site |
| Flood Zones | Zone X (Unshaded) |

S. Side of Betteravia Rd., W. of A St.
Santa Maria, CA 93455

County
Santa Barbara

APN
111-040-014, Ptn. of 111-040-013




## Remarks

This property fronts the south side of Betteravia Rd., west of A St., in Santa Maria, CA. The property consists of 52.31 acres of unimproved and undeveloped land. The site includes a 39.46-acre parcel zoned OS (Open Space), along with a 12.85-acre portion of an adjacent parcel zoned CM (Commercial Manufacturing). The commercial portion is further divided into three lots as follows:

Lot 34 - 5 acres
Lot 35 - 5 acres
Lot 36 - 2.85 acres

The property exhibits partial roadway frontage and includes on-site electricity. Natural gas and sewer hookups are both available at Betteravia Rd.

The site is improved with perimeter fencing equipped with swinging security gates.

Off-site improvements consist of asphalt paved roadways.

This property is currently listed with Pacifica Commercial Realty with an asking price of $15,100,000. It was listed on August 28, 2024. Allocations for each portion of the property are as follows:

Portion of 111-040-013:

Lot 34 - $3,050,000
Lot 35 - $3,050,000
Lot 36 - $2,000,000

111-040-014 - $7,000,000

According to the listing, an application to rezone parcel 111-040-014 from OS(Open Space) to CM(Commercial Manufacturing) is being prepared for submission to the city. Additionally, it states that  city administrators have acknowledged the need for more industrial zoned property within the city and therefore plan to expedite the rezone and general plan amendment.

## QUALIFICATIONS

CENTRAL CALIFORNIA
APPRAISALS


**MICHAEL C. BURGER, MAI, R/W-AC**

**Central California Appraisals | Michael Burger & Associates**

mburger@appraisecc.com


## CONTACT INFORMATION


4915 Calloway Drive, Suite 101
Bakersfield, CA 93312

Main: 661.587.1010 x101
Fax: 661.834-0748


## STATE CERTIFICATIONS

California

Certified General Real Estate Appraiser
License AG003817

## EDUCATION

Bachelor of Science
Agricultural Business Management
California Polytechnic State University

*Empowering Decisions,*
*Delivering Excellence*

**www.appraisecc.com**

# Michael C. Burger, MAI, R/W-AC

Senior Managing Director
**Central California Appraisals**

## EXPERIENCE

**Senior Managing Director**
Central California Appraisals (2023 - Present)

**Senior Managing Director**
Valbridge Property Advisors | Central California (2013 - 2023)

**President and Chief Appraiser**
Michael Burger and Associates (1997 - 2013)

**Probate Referee**
State of California (2011 - Present)

**Area Development Officer and Zone Owner**
Zone Data Systems | Zaio Inc. (2007- Present)

**Residential and Commercial Appraiser**
Bruce Beaudoin Real Estate Appraisers (1987 - 1997)

**VP Finance**
Alpha Gamma Rho – San Luis Obispo Chapter (1985 - 1986)

**Home Builder**
John K Richardson – General Contractor (1985 - 1986)

## PROFESSIONAL CREDENTIALS

MAI – Appraisal Institute

Certified General Appraiser – State of California

FHA Approved – U.S. Department of Housing and Urban Development

R/W-AC – International Right of Way Association

Probate Referee of Kern County, Mono County, Inyo County

Department of Veterans Affairs Fee Appraiser ID#5003448

## CIVIC, VOLUNTEER AND PROFESSIONAL AFFILIATIONS

Director (2013-Present) Friend of Mercy Foundation

President (1998) Bakersfield Chapter Appraisal Institute

Director (2003) Bakersfield East Rotary Club

President and Treasurer (Past) Executive Association of Kern County

Class of 2000 Greater Bakersfield Chamber of Commerce Leadership Club

Director (Past) Alpha Gamma Rho Alumni Association

Director and Secretary (Past) Bakersfield Active 20-30 Club

Advisory Team City of Bakersfield Planning Department – Urban Decay

Guest Lecturer: Bakersfield College, Cal Poly State University, Bakersfield Board of Realtors, Executive Associate of Kern County, Kern Kiwanis, Kern County Tax Payers Association, KERN Talk Radio, Watson Realty Corporation.

Pro Bono Appraisal and Consulting services have been provided to the Bakersfield Police Activities League, Bakersfield Museum of Art, American National Red Cross, Habitat for Humanity, Salvation Army, and Kern Veteran's Memorial Foundation.

CENTRAL CALIFORNIA
APPRAISALS

# Michael C. Burger, MAI, R/W-AC

Senior Managing Director
**Central California Appraisals**

## APPRAISAL SPECIALTIES

Subdivision Development, Mixed-use, Retail Centers, Professional/Medical Office, Agricultural properties to include permanent plantings, vineyards, irrigated and range land, ranches, specialty uses – cold storage and packing houses, Hotel/Motel, Restaurant, Apartments, Industrial, Special Use & Going Concern, Hangars, High-rise and Low-rise Condominiums, Gas Stations, Golf Course, Auto Dealerships, Specialty Medical Facilities, Bowling Centers, Self-Storage, Single Family Residential, Right-of-Way/ Condemnation, Investment Analysis, Market Studies, Feasibility & High and Best Use Analysis, Business Valuations, Partial Interest Valuations.

## REAL ESTATE COURSES

Rural Appraisal – Cal Poly University
Real Estate Finance – Cal Poly University
Principle of Real Estate – Cal Poly University
Real Estate Appraisal – Bakersfield College
Advanced Real Estate Appraisal – Bakersfield College
Partial Interest Valuation

## APPRAISAL INSTITUTE COURSES (19- TO 40-HOUR COURSES)

Real Estate Principles
Basic Valuation Procedures
Capitalization Theory & Technical A & B
Case Studies in Real Estate Valuation
Report Writing & Valuation Analysis
Standards of Professional Practice A & B
The Appraisers Complete Review
Condemnation Appraising
Separating Real & Personal Property from Intangible Business Assets

## INTERNATIONAL RIGHT OF WAY COURSES (19- TO 40-HOUR COURSES)

The Appraisal of Partial Acquisitions (#401)
Eminent Domain Law (#803)
Business Relocation (#502)

## REAL ESTATE APPRAISAL SEMINARS

Understanding Limited Appraisals – General
Appraising Complex Residential Properties
Non-Residential Demonstration Appraisal Reports
O.R.E.A. Federal & State Laws & Regulations
Loss Prevention Program for Real Estate
Real Estate Appraiser Expert Witness
Trends in the Hospitality Industry
Valuation Considerations - Partial Acquisition
Valuation of Detrimental Conditions
A Review of 1 – 4 Residential Form
The FHA and the Appraisal Process
FHA Appraising for Valuation Professionals
Appraisal of Nonconforming Uses
Appraisal of Nursing Facilities
Technology and the Appraisal Process
National USPAP Update
Appraising Manufactured Housing
Litigation Seminar
Business Practices and Ethics
Vineyard Valuation & Ag Symposium

Business, Consumer Services & Housing Agency

# BUREAU OF REAL ESTATE APPRAISERS

# REAL ESTATE APPRAISER LICENSE

**Michael C. Burger**

has successfully met the requirements for a license as a residential and commercial real estate appraiser in the State of California and is, therefore, entitled to use the title:

"Certified General Real Estate Appraiser"

This license has been issued in accordance with the provisions of the Real Estate Appraisers' Licensing and Certification Law.

BREA APPRAISER IDENTIFICATION NUMBER: AG 003817

Effective Date: May 18, 2024
Date Expires: May 17, 2026

Angela Jemmott

Angela Jemmott, Bureau Chief, BREA

**3076150**

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD UP TO LIGHT TO SEE "CHAIN LINK"

Docusign Envelope ID: A090469A-F06A-4C5C-A1A1-44E4C98E3786

COUNTY OF SANTA BARBARA
GENERAL SERVICES DEPARTMENT
CAPITAL PROJECTS DIVISION

*one* COUNTY | *one* FUTURE

# 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

Docusign Envelope ID: A090469A-F06A-4C5C-A1A1-44E4C98E3786

# AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("County") and Kitchell/CEM, Inc. with an address at 1304 Broad Street, San Luis Obispo, CA 93401 ("CONTRACTOR" and together with the County, collectively, the "Parties" and each a "Party") wherein CONTRACTOR agrees to provide the services specified herein.

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

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

## 1. DESIGNATED REPRESENTATIVE

The Capital Division Chief and Interim Assistant Director of the County's General Services Department, John Green at phone number 805-934-6229 is the representative of County and will administer this Agreement for and on behalf of County ("County Contract Manager"), subject to the authority reserved for exercise by the Director hereunder or specifically delegated to the Director by the County Board of Supervisors in approving this Agreement. Randy Rominger at phone number 559-263-9660 is the authorized representative for CONTRACTOR. Changes in a Party's designated representative as set forth in this Section 1 shall be made only upon advance written notice to the other Party in accordance with the provisions of this Agreement. The designated County representative may also be referred to herein as the "Contract Administrator."

## 2. NOTICES

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

To County: John Green, County of Santa Barbara, 260 N San Antonio Road, Santa Barbara, CA
To CONTRACTOR: Randy Rominger, Kitchell/CEM, Inc.,1304 Broad Street, San Luis Obispo, CA 93401

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

## 3. SCOPE OF SERVICES

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

## 4. TERM; PERFORMANCE PERIOD

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

## 5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County, services dates, and tasks or percent of tasks completed and which is delivered to the address given in Clause 2 "NOTICES" above following

completion of the scope of services specified in the applicable Task Order and in accordance with Exhibit B. Unless otherwise specified on Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

**6. INDEPENDENT CONTRACTOR**

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

**7. STANDARD OF PERFORMANCE**

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

**8. DEBARMENT AND SUSPENSION MANDATORY DISCLOSURE**

A. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

D. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, which certifies that CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility for participation in any state or local government agency contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. TAXES**

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

**10. CONFLICT OF INTEREST**

A. CONTRACTOR shall disclose in writing any financial, business, or other relationship with County that may have an impact upon the outcome of this Agreement, or any ensuing County construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing County construction project, which will follow.

B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.

D. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this Agreement is also employed by the construction CONTRACTOR for any project included within this Agreement.

F. Except for subcontractor whose services are limited to materials testing, no subcontractor who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.

**11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

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

**12. NO PUBLICITY OR ENDORSEMENT**
CONTRACTOR shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use County's name or logo in any manner that would give the appearance that the County is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of County. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

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

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

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

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

**16. NONDISCRIMINATION**
A. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.

B. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT

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

E. **Statement of Compliance California:**

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

F. **Federal Assurances:**

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

b. and/or Cancellation, termination or suspension of the Agreement in whole or in part.

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

**17. NONEXCLUSIVE AGREEMENT**

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

**18. NON-ASSIGNMENT**

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

**19. TERMINATION**

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

a. **For Convenience**. County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing

unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

b. **For Nonappropriation of Funds**. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify CONTRACTOR of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.

c. **For Cause**. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

B. By CONTRACTOR. Should County fail to pay CONTRACTOR all or any part of the payments due to Contractor in accordance with Exhibit B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

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

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

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

**22. REMEDIES NOT EXCLUSIVE**
No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**23. TIME IS OF THE ESSENCE**
Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**
No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default

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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

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appropriate rate, including any escalations that take place during the term of the AGREEMENT.

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

H. Hours of Labor

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

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

## 37. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowable cost(s) of individual items.

B. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super or Omni Circular)

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under applicable Federal Regulations, are subject to repayment by CONTRACTOR to County.

D. When a CONTRACTOR or Subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply."

E. All subcontracts shall contain the above provisions.

**38. SUBCONTRACTING**

A. Nothing contained in this Agreement or otherwise shall create any contractual relation between County and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to County for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from County's obligation to make payments to the CONTRACTOR.

B. CONTRACTOR shall perform all Services with resources available within its own organization and no portion of the Services shall be subcontracted without written authorization by the County Contract Manager, except as expressly identified in the Contractor Rate Schedule attached hereto as Exhibit B-1 ("Contractor Rate Schedule").

C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by County.

D. Each subcontract entered into in connection with this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

E. Each substitution of Subcontractor(s) must be approved in writing by the County Contract Manager prior to the start of work by such subcontractor(s).

F. Prompt Progress Payment

CONTRACTOR shall pay to each subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by such subcontractors, to the extent of such subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR to a subcontractor, CONTRACTOR may withhold no more than 150 percent of such disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the CONTRACTOR to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

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

G. Prompt Payment of Withheld Funds to Subcontractors

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

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

**39. SUBCONTRACTORS**

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

**40. CONTRACTOR PURCHASES AND ORDERS**

A. CONTRACTOR shall not purchase or order any supplies, equipment, or services other than as expressly authorized by this Agreement and in accordance with a duly executed Task Order. Each Task Order shall specify the scope and additional limits on CONTRACTOR's authority to obligate the COUNTY thereunder. CONTRACTOR may only request changes to a Task Order in writing to the County Contract Manager for the County Contract Manager's consideration, in the County Contract Manager's sole discretion, and each such CONTRACTOR written request shall provide an explanation of the necessity or desirability of incurring such additional costs.

B. CONTRACTOR shall be familiar with and comply with all applicable County, State, and Federal laws, regulations, policies and procedures regarding procurement of goods and services, including, but not limited to, the California Public Contract Code, the County Code, the Code of Federal Regulations, and the County Purchasing Manual. Orders and purchases exceeding $3,500 must be made through the County's Procurement Division via a purchase requisition submitted via Palette and authorized by the County Contract Manager and the County's Purchasing Agent prior to ordering. CONTRACTOR does not have the authority to obligate the County to pay for, and shall not place any orders or otherwise incur, any charges for goods or services in excess of $3,500. All architectural, landscape architectural, environmental, engineering, land surveying, and construction project management services must be competitively procured in accordance with California Government Code §§ 4525 et seq., and, for Federally funded projects, the Code of Federal Regulations, regardless of amount.

C.

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

the terms and conditions of such sale must be approved in advance by County."

D. All subcontracts shall contain the above provisions.

**41. AUDIT REVIEW PROCEDURES**

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County's Deputy Director - Finance and Administration for General Services.

B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this Agreement.

**42. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

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

A. CONTRACTOR certifies to the best of his or her knowledge and belief that:

1) No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. CONTRACTOR also agrees by signing this Agreement that CONTRACTOR shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

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

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

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

**45. PROCUREMENT OF RECOVERED MATERIALS**

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

**46. SUSPENSION FOR CONVENIENCE**

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

**47. DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS**

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

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

**48. FUNDING REQUIREMENTS**

A. It is mutually understood between the Parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to County for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to all applicable restrictions, limitations, conditions, guidelines and regulations imposed by the federal government, Congress, State Legislature, and/ or the County that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. County has the option to terminate the AGREEMENT pursuant to Section 19, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

E. CONTRACTOR shall comply with all applicable Code of Federal Regulations requirements and applicable funding program guidelines with respect to each Task Order issued hereunder that is federally funded, in whole or in part.

F. CONTRACTOR shall comply with all applicable California Code of Regulations requirements and applicable funding program guidelines with respect to each Task Order issued hereunder that is funded, in whole or in part, using State funding.

**49. SAFETY**

A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code § 591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

**50. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

**51. PROMPT PAYMENT FROM THE COUNTY TO CONTRACTOR**

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

a. Each payment request shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

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

**52. TITLE VI ASSURANCES**

**APPENDICES of the TITLE VI ASSURANCES**

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

**APPENDIX A**

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

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs as set forth in the Code of Federal Regulations, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant

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

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by theCOUNTY 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 of 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

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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.

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# CONTRACTOR SIGNATURE PAGE

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

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

**CONTRACTOR:**

| | |
|---|---|
| Kitchell/CEM, Inc. | License No. |
| Geoff Bachanas, Vice President of Operations | Business Type: Corporation |
| 2450 Venture Oaks Way, Suite 500 | Contact Email: gbachanas@kitchell.com |
| Sacramento, CA 95833 | Contact Phone: 949-233-9643 |

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

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

# COUNTY SIGNATURE PAGE

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

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

**ATTEST:**
Mona Miyasato
County Executive Officer
Clerk of the Board

By: Shila Maguerra
Deputy Clerk

**COUNTY OF SANTA BARBARA:**
Steve Lavagnino

By: S Lavagnino
Chair, Board of Supervisors

Date: 9-10-24

**RECOMMENDED FOR APPROVAL:**
Kirk Lagerquist
Director of General Services

By: DocuSigned by: Kirk Lagerquist 19AEDA90054E4CE...
Department Head

Date: 8/28/2024 | 1:41 PM PDT

**APPROVED AS TO FORM:**
Greg Milligan
Risk Manager

By: DocuSigned by: Gregory Milligan 05F555F00269466...
Deputy

**APPROVED AS TO ACCOUNTING FORM:**
Betsy M. Schaffer, CPA
Auditor-Controller

By: DocuSigned by: 6BAAEA15901943F...
Deputy

**APPROVED AS TO FORM:**
Rachel Van Mullem
County Counsel

By: Signed by: Lauren Wideman 8F464D822C84458...
Deputy County Counsel

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# Exhibit A – Statement of Work

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

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

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

Deliverable: County Project Charter

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

The Services may also include working with outside vendors to secure costs for materials and services. The Contractor may be required to connect with suppliers, manufacturer reps and other venders 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 venders 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, venders, 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).

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**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).

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# Exhibit A-1 – Consultant's Proposal

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## REQUEST FOR PROPOSALS

# INDEFINITE DELIVERY-INDEFINITE QUANTITY

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

RFP 2024-29 // July 12, 2024

Docusign Envelope ID: A090469A-F06A-4C5C-A1A1-44E4C98E3786

KITCHELL

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

July 12, 2024

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

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

Dear John & Members of the Selection Committee:

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

## EXTENSIVE IDIQ/ON-CALL EXPERIENCE

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

## COMMITTED TO SUCCESSFULLY DELIVER YOUR PROJECTS

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

## LOCAL EXPERIENCED PROJECT TEAM

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

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

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

Sincerely,

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

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

one COUNTY one FUTURE

# 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.**

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# GENERAL SERVICES – CAPITAL PROJECTS DIVISION

one COUNTY one FUTURE

## 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 theCOUNTY 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 of 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.**

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Ribbon Cutting Ceremony for Santa Barbara County, Northern Branch Jail

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**N denotes exclusion from page count*

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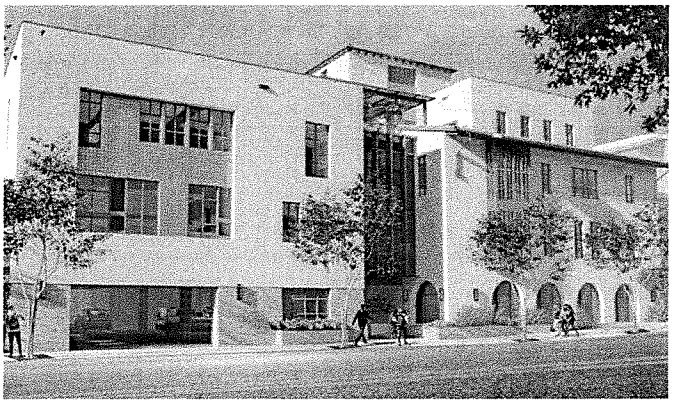
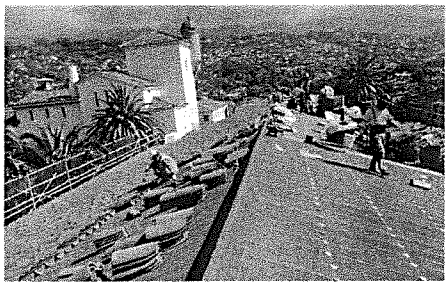
# 2. Contractor Information, Qualifications, Experience & Understanding of Work



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



## Santa Barbara County, Staff Augmentation Services

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

### Project Stats

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

### Proposed Project Team Members

Ashton Ellis

Shane Mahan

Tully Wyatt

Lou Gibilisco

Heide Norman

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

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

## Project Stats

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

## Proposed Project Team Members

Josh Mark

Shane Mahan

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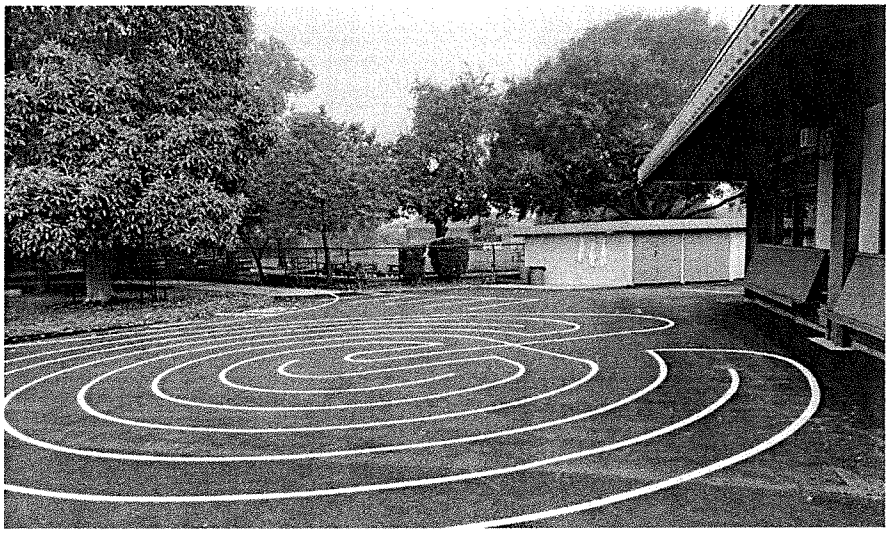

## Goleta Union School District, Measure M Bond Program

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

### Project Stats

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

### Proposed Project Team Members

Josh Mark

Shane Mahan

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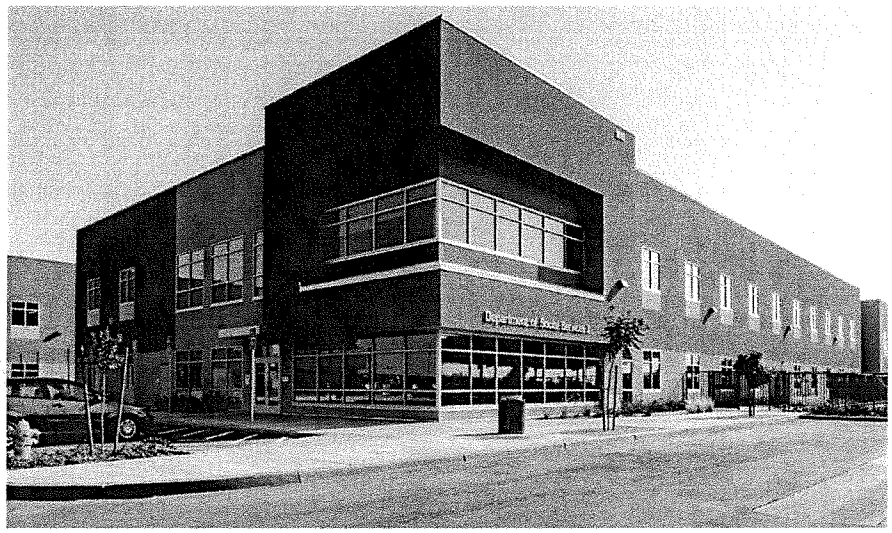

# Madera County, Staff Augmentation

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

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

## Project Stats

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

## Proposed Project Team Members

Heather Brown

Docusign Envelope ID: A090469A-F06A-4C5C-A1A1-44E4C98E3786

## Project Description

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

## Project Stats

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

## Proposed Project Team Members

Ty Brockway

Shane Mahan

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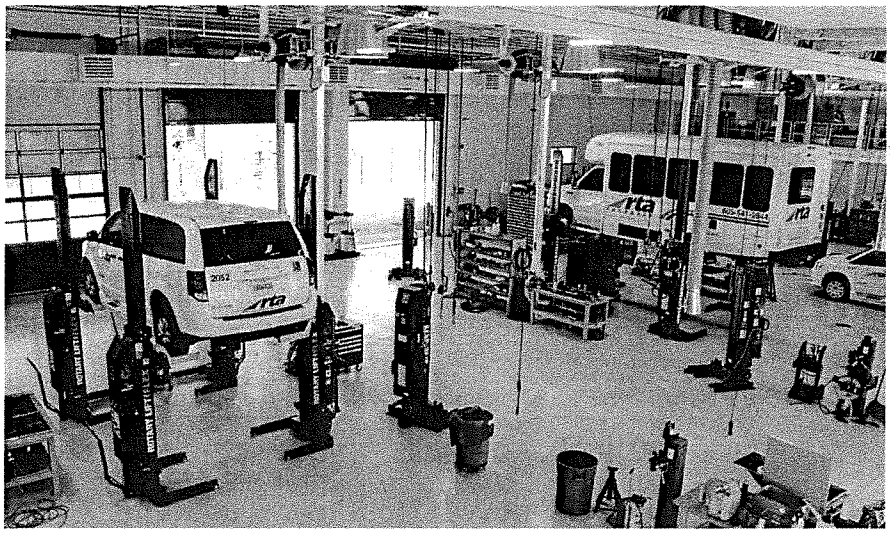

## San Luis Obispo Regional Transit Authority
## Bus Maintenance Facility

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

### Project Stats

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

### Proposed Project Team Members

Tully Wyatt

Docusign Envelope ID: A090469A-F06A-4C5C-A1A1-44E4C98E3786

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

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

## San Luis Obispo Animal Services Facility

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

### Project Stats

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

### Proposed Project Team Members

Matt Chappell

Rick Stassi

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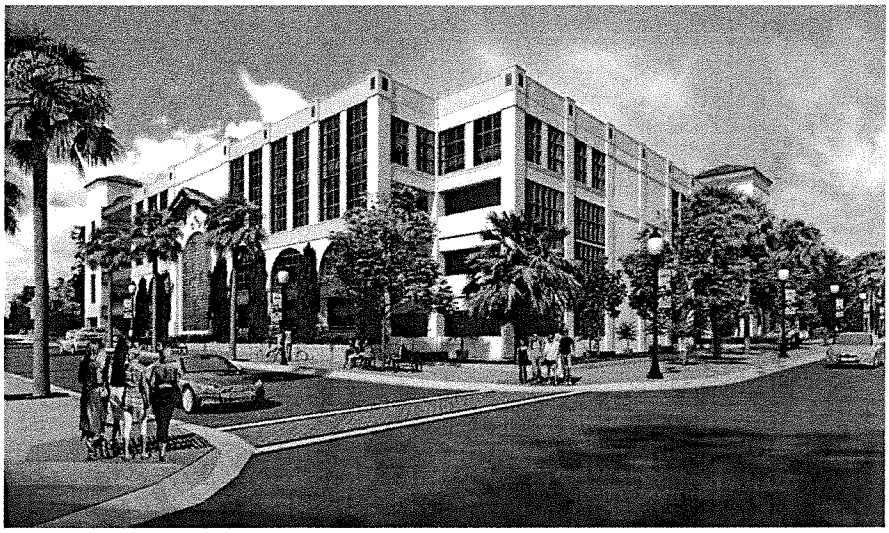

## [illegible]

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

## Project Stats

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

## Proposed Project Team Members

Tully Wyatt

Docusign Envelope ID: A090469A-F06A-4C5C-A1A1-44E4C98E3786

# 3. Contractor Staffing

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

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

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

**Shane Mahan, CCM**
Project Executive

**Ashton Ellis, ASSOC. DBIA, CMIT**
Contractor Contract Manager (CCM)/Program Manager

## PROJECT MANAGEMENT POOL

**Tully Wyatt, DBIA, LEED AP** **Louis Gibilisco** **Caryn Cowin**
Senior Project Manager

**Heide Norman, LEED AP** **Ty Brockway** **Josh Mark**
Project Manager II

**Mario Garzon, CMIT L2**
Project Manager

## IN-HOUSE AS-NEEDED SUPPORT SERVICES

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

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

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

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

**Rick Stassi**
Scheduling Manager

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# 4. Organization & Approach

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

## Proposed Team Members' Qualifications & Experience

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

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

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

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

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

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

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

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

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

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

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

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

# General Approach

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

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

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

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

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

# Team Management Using Task Orders

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

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

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

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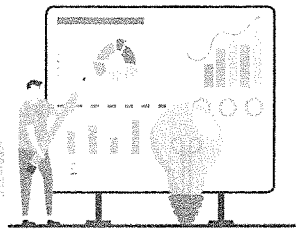
# Task Order Initiation



1. The County issues a task order to Kitchell, attention **CCM/Project Director Ashton Ellis**.
2. Ashton evaluates the task order and confers with the County to verify scope of work, schedule, PM/CM services scope, and proposed staffing plan.
3. Ashton prepares a draft task order Proposal and reviews with **Project Executive Shane Mahan.**
4. Shane submits the draft proposal to **Vice President Geoff Bachanas** for approval.
5. Upon Geoff's approval, Ashton issues the task order proposal to the County for approval.
6. If the County requests modifications to the proposal, the above steps are repeated.
7. Upon the County 's acceptance of Kitchell's task order proposal, the County issues a purchase order to Ashton.
8. Ashton submits the approved task order, the purchase order, and an internal document called a project set-up request form to the accounting team and project controls team.
9. The accounting team creates a job number and establishes the billing format/protocols. The project controls team establishes project controls tools, which include project initiation of the cloud-based file structure, Project Management Information System (PMIS), and SharePoint as applicable to the need.
10. Kitchell commences task order services.

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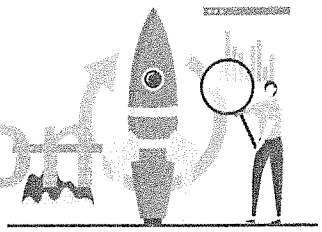
# Task Order Implementation



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

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

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

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

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

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

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

# Roles & Responsibilities

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

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

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

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

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

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

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

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

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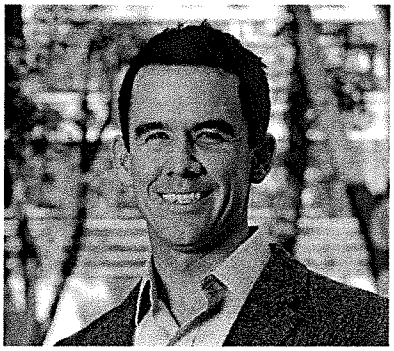

# Shane Mahan, CCM

## PROJECT EXECUTIVE

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

### EDUCATION

BS, Construction Management, University of Nevada, Las Vegas

### LICENSES & CERTIFICATIONS

General Building Contractor License, Class B #1091029, CA

Certified Construction Manager

OSHA 10-Hour Certification

### YEARS OF EXPERIENCE

26 years with Kitchell
29 total years of experience

### REFERENCE

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

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

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

## PROJECT EXPERIENCE

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

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

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

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

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

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

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

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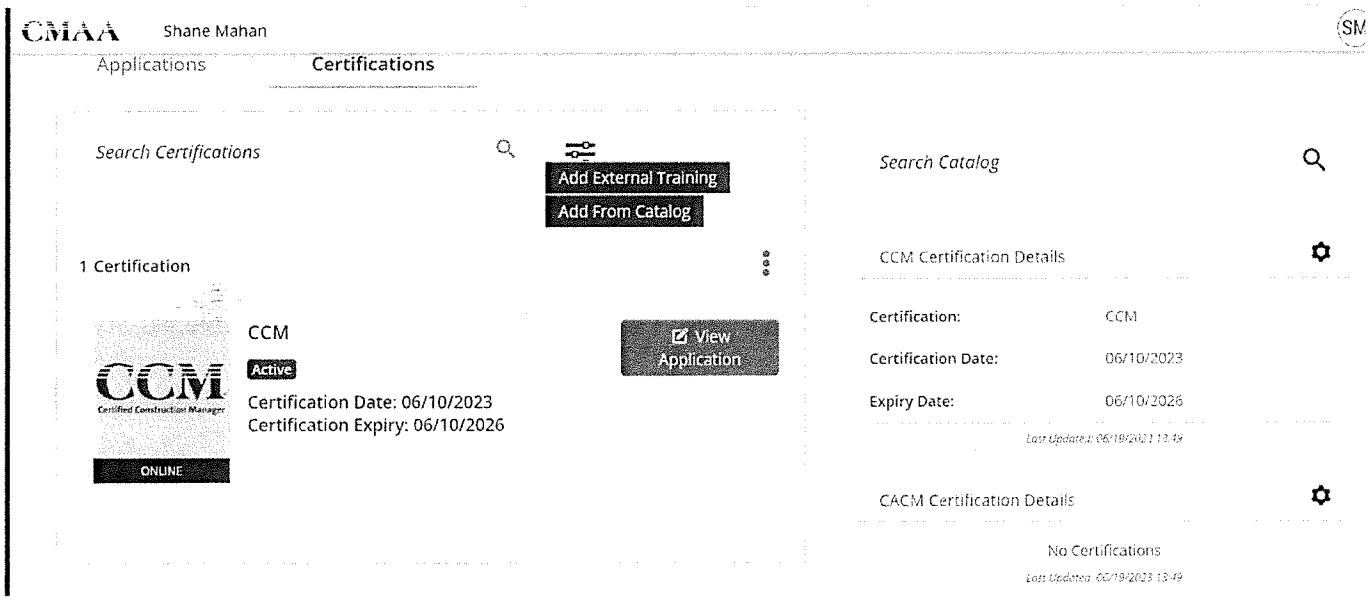
# Test Certifications & Minimum Qualifications

SHANE MAHAN



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# Ashton Ellis, CMIT, ASSOC. DBIA

## CCM/PROGRAM MANAGER

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

### EDUCATION

BA, Interior Design, San Diego State University

### LICENSES & CERTIFICATIONS

Construction Manager in Training

Associate Design-Build Professional

### YEARS OF EXPERIENCE

6 years with Kitchell
15 total years of experience

### REFERENCE

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

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

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

### PROJECT EXPERIENCE

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

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

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

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

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

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

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# Test Certifications & Minimum Qualifications

ASHTON ELLIS

**Ellis, Ashton Kester - CERTIFICATION UPDATE**

Certification <certification@dbia.org>
Thu 3/3/2022 11:54 AM
To: Ashton Ellis <aellis@kitchell.com>

1 attachments (67 KB)
Ellis, Ashton Kester .pdf;

EXTERNAL EMAIL

Hello Ashton,

Congratulations on passing the certification exam!

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

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

Congratulations on this outstanding achievement!

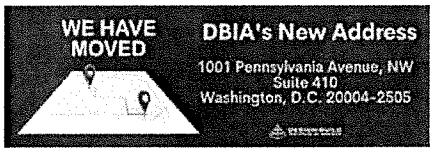
*Certification Team*

Office : (202) 682-0110

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

www.dbia.org

*Shaping the future, one successful collaboration at a time.*



The Construction Manager Certification Institute

CMIT

The CMCI Board of Governors hereby confers on

Ashton Ellis

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

Construction Manager-in-Training

as witnessed and certified by the seal of the Construction Manager Certification Institute.

CMCI Board of Governors Chair

6/10/2026
Valid Through

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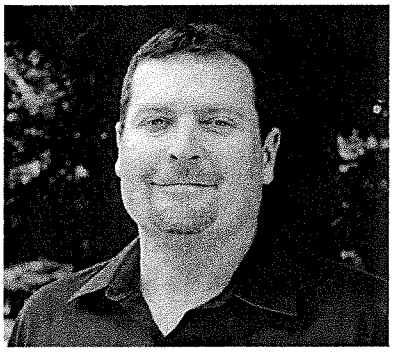

# Tully Wyatt, DBIA, LEED AP

## SENIOR PROJECT MANAGER

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

### EDUCATION

MBA, Florida Institute of Technology

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

### LICENSES & CERTIFICATIONS

Design-Build Professional

LEED Accredited Professional

OSHA 30-hour

### YEARS OF EXPERIENCE

9 years with Kitchell
20 total years of experience

### REFERENCE

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

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

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

### PROJECT EXPERIENCE

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

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

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

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

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

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

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

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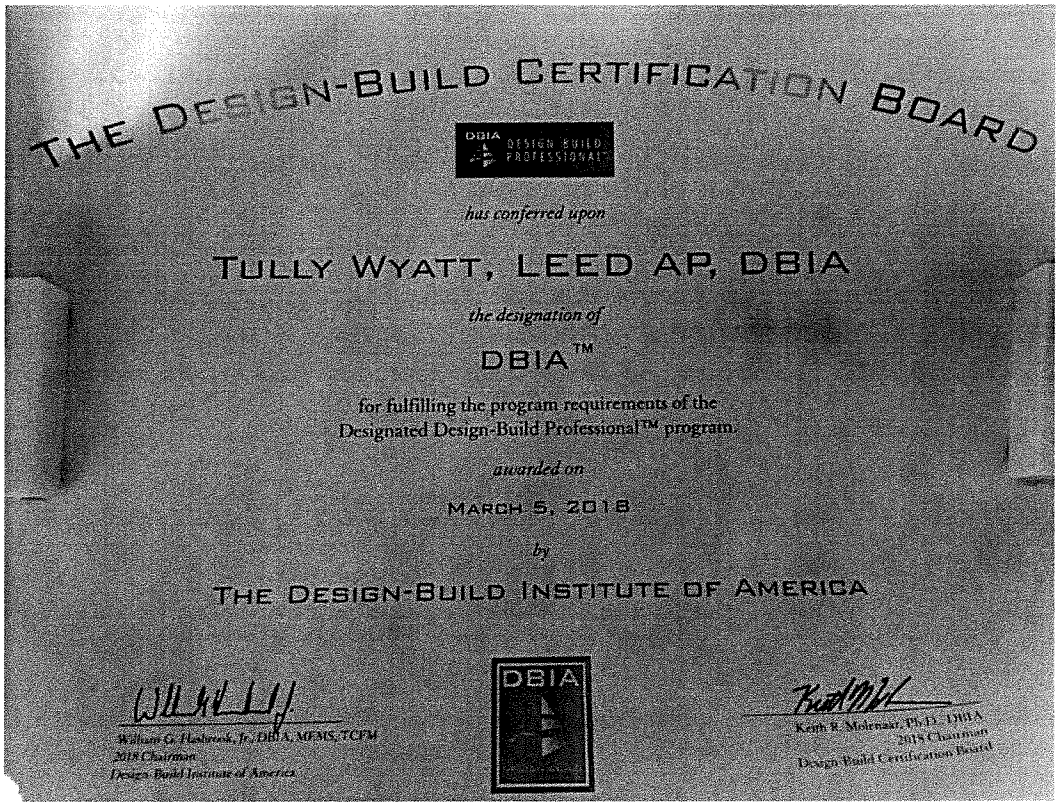
# Test Certifications & Minimum Qualifications

TULLY WYATT



THE DESIGN-BUILD CERTIFICATION BOARD

DBIA DESIGN BUILD PROFESSIONAL

*has conferred upon*

TULLY WYATT, LEED AP, DBIA

*the designation of*

DBIA™

for fulfilling the program requirements of the
Designated Design-Build Professional™ program,

*awarded on*

MARCH 5, 2018

*by*

THE DESIGN-BUILD INSTITUTE OF AMERICA

William G. Hasbrook, Jr., DBIA, MFMS, TCFM
2018 Chairman
Design-Build Institute of America

DBIA

Keith R. Molenaar, Ph.D., DBIA
2018 Chairman
Design-Build Certification Board

GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Tully Wyatt

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

LEED AP

Chairman

June 12, 2008
Date Issued

S. Richard Fedrizzi, President and CEO

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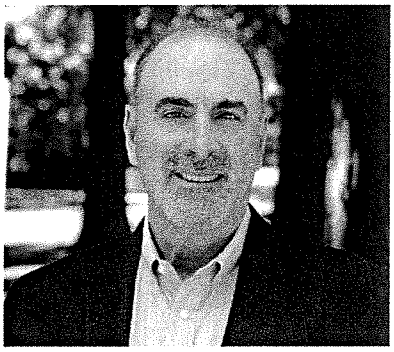

# Lou Gibilisco

## SENIOR PROJECT MANAGER

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

### EDUCATION

MBA, Pepperdine University

BA, Business, California State University, Northridge

### LICENSES & CERTIFICATIONS

OSHA 30-Hour

Construction Quality Management for Contractors, US Army Corps of Engineers/ NAVFAC

### YEARS OF EXPERIENCE

1 years with Kitchell
21 total years of experience

### REFERENCE

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

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

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

## PROJECT EXPERIENCE

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

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

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

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

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

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# Heide Norman, LEED AP

## PROJECT MANAGER II

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

### EDUCATION

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

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

### LICENSES & CERTIFICATIONS

LEED Accredited Professional

Procore Certified

NCARB ARE Candidate

### YEARS OF EXPERIENCE

2 years with Kitchell
34 total years of experience

### REFERENCE

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

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

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

### PROJECT EXPERIENCE

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

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

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

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

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

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

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

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# Test Certifications & Minimum Qualifications

HEIDE NORMAN

GBCI

Heide Norman 07/10/2024

Dear Heide,

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

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

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

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

Sincerely,

Green Business Certification Inc.

GREEN BUSINESS CERTIFICATION INC. 2101 L Street, NW Suite 500 Washington, DC 20037 T: 800.795.1746 F: 202.828.5110 gbci.org

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# Caryn Cowin

## SENIOR PROJECT MANAGER

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

### EDUCATION

Coursework, General Education, Pasadena City College

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

### LICENSES & CERTIFICATIONS

SCAQMD PM-10 Dust Control

OSHA 30-Hour Certification

### YEARS OF EXPERIENCE

< 1 years with Kitchell
29 total years of experience

### REFERENCE

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

**Project:** Cal Poly Staff Augmentation Services

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

## PROJECT EXPERIENCE

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

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

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

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

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

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

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

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

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# Josh Mark

## PROJECT MANAGER II

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

### EDUCATION

BS, Building Construction Management, Purdue University

Coursework, Organizational Leadership and Supervision, Purdue University

### LICENSES & CERTIFICATIONS

OSHA 30-Hour

American Institute of Constructors Certified Associate Constructor (CAC)

American Society of Healthcare Engineering (ASHE) Healthcare Construction Certificate

### YEARS OF EXPERIENCE

1 years with Kitchell
17 total years of experience

### REFERENCE

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

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

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

## PROJECT EXPERIENCE

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

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

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

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

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

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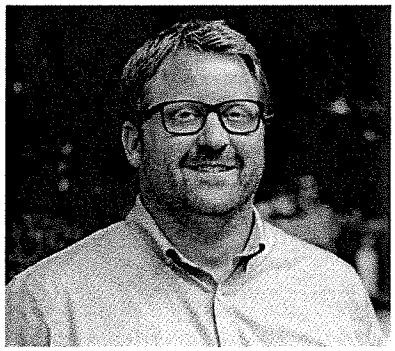

# Ty Brockway

## PROJECT MANAGER II

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

### EDUCATION

BS, Construction Management, California State University, Fresno

### LICENSES & CERTIFICATIONS

OSHA 30-Hour

### YEARS OF EXPERIENCE

1 year with Kitchell
14 total years of experience

### REFERENCE

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

**Project:** Cal Poly Staff Augmentation Services

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

## PROJECT EXPERIENCE

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

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

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

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

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

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

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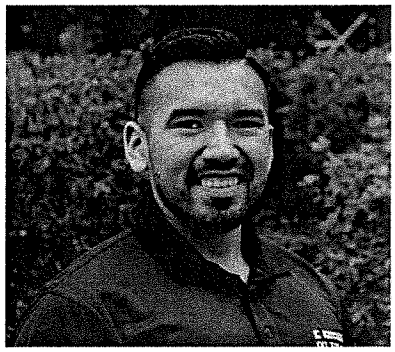

# Mario Garzon, CMIT L2

## PROJECT MANAGER

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

### EDUCATION

BS, Construction Management, California State University, Fresno

### LICENSES & CERTIFICATIONS

Construction Manager-In-Training Level 2

OSHA 30-hour

Procore Certification

### YEARS OF EXPERIENCE

8 years with Kitchell
8 total years of experience

### REFERENCE

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

**Project:** San Joaquin Fish Hatchery Expansion

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

## PROJECT EXPERIENCE

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

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

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

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

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# Test Certifications & Minimum Qualifications

MARIO GARZON

The Construction Manager Certification Institute

CMIT

LEVEL TWO

The CMCI Board of Governors hereby confers on

Mario Garzon

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

## Construction Manager-In-Training

Level Two

as witnessed and certified by the Construction Manager Certification Institute.

*CMCI Board of Governors Chair*

06/29/2029 00:00

*Valid Through*

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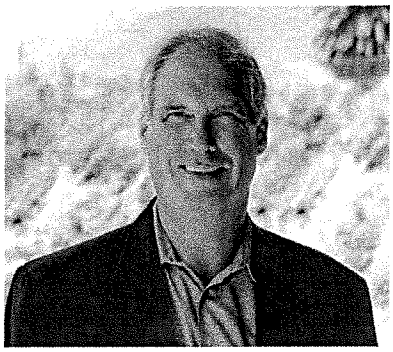

## Randy Rominger, LEED AP, ASSOC. DBIA

### PRINCIPAL-IN-CHARGE

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

### PROJECT EXPERIENCE

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

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

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

## Heather Brown, PE, LEED AP

### CONSTRUCTABILITY REVIEWER

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

### PROJECT EXPERIENCE

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

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

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

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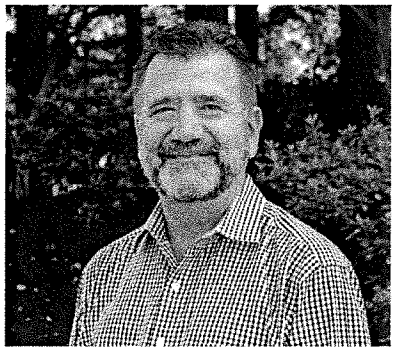

# Rick Stassi

## SCHEDULING MANAGER

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

### PROJECT EXPERIENCE

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

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

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

# Rafael Martin, PE, ASSOC. DBIA, CCM

## PROJECT CONTROLS DIRECTOR

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

### PROJECT EXPERIENCE

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

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

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

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# Matt Chappell, EIT, CEP

## ESTIMATING MANAGER

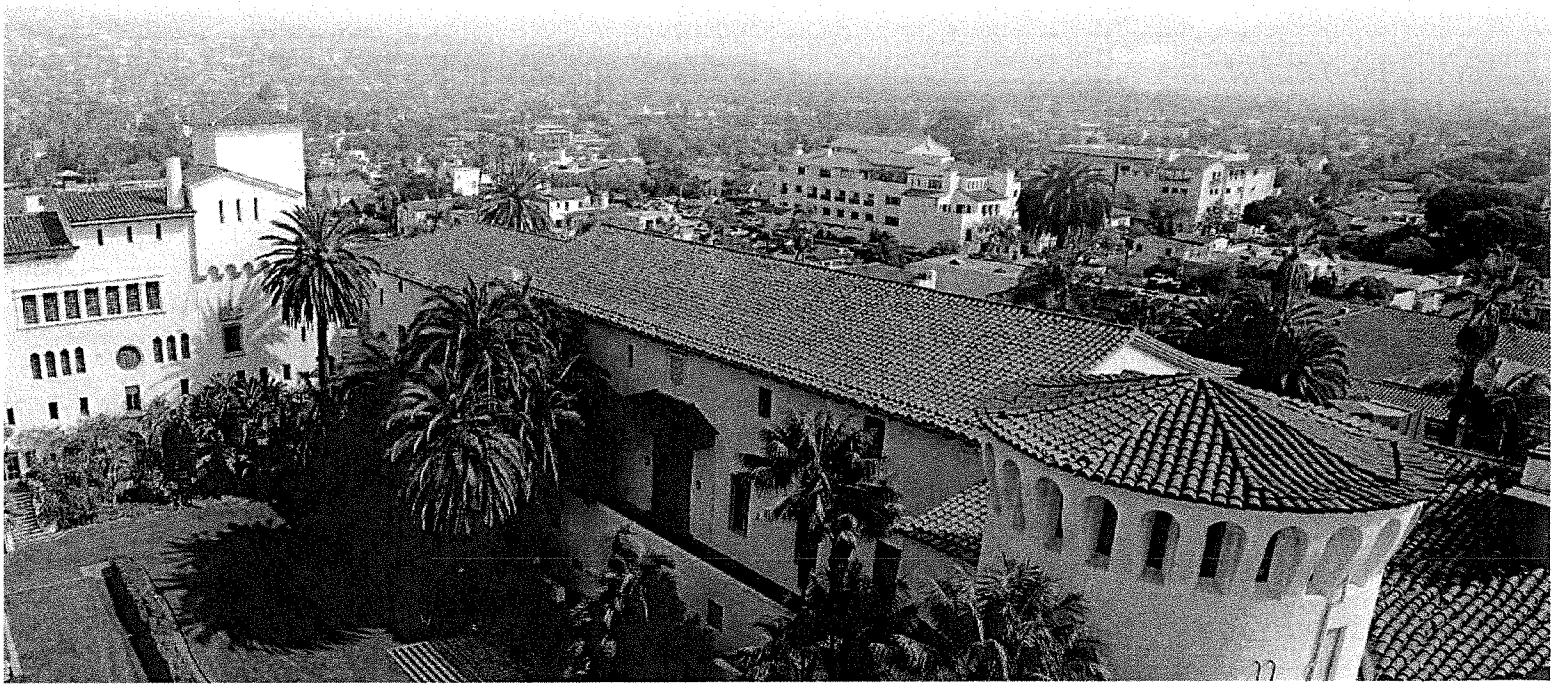
Matt has more than 28 years of experience in private and public construction and design. His experience includes project management, agency/contractor coordination, scheduling and project budgets, utility construction and estimating on multiple municipal and education projects. As a Certified Estimating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

## PROJECT EXPERIENCE

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

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

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



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# 5. Statement of Work

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

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

## Project Scope Development

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

## Cost Estimating/Budget

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

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

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

## Project Schedule Development

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

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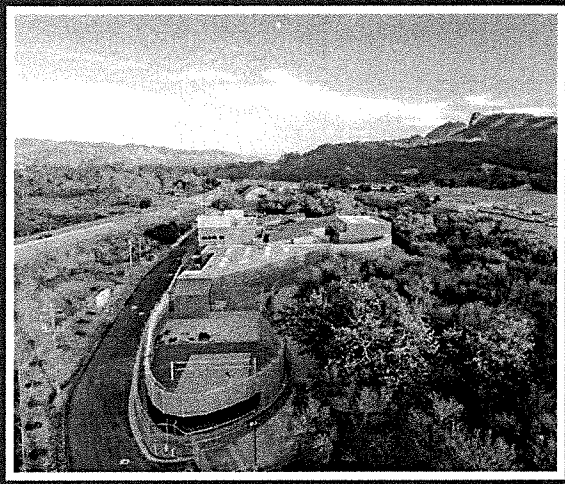

## Collaborative & Timely Solutions at San Luis Obispo County Juvenile Hall Expansion

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

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

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

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

# Project Communications

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

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

Clear understanding of each team member's role and responsibilities on the projects will establish clear performance expectations and eliminate confusion. We have often used a tabular responsibility matrix to accomplish this. Each team member will see a snapshot of their responsibilities and how they relate to other team members. We will generate a detailed responsibility matrix defining the roles and responsibilities of each member on the project team and conduct a project kick-off meeting to convey these roles and responsibilities. This effort will help identify potential conflicts and omissions of activity before they become issues.

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

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# Project Management/ Administration Tasks

## Meetings

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

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

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

## Project Documents

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

## Coordination of Plans & Specifications

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

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

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

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

## Coordination of Value Engineering Process

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

## Project Organization

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

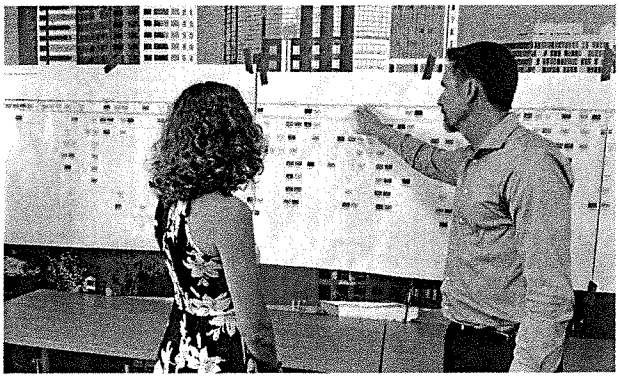
## Contractor Solicitation Strategy

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

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

## Project Permitting

Our PMs work closely with various County departments (Public Works, Planning & Development, Environmental, etc.), and the design team to ensure all necessary permits for the projects are obtained. Throughout each project, we will track the status of all regulatory requirements including special testing and inspections and coordinate the work in the field with the special inspections teams to assure the projects move forward according to the schedule. Additionally, it is recommended that the County and applicable County Inspectors are engaged early in the project to develop a strategy for timely inspections and to ensure that the project team is clear on the inspector's expectations.



## Project Documentation

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

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

### Board Letter Development

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

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

## Project Financial Management

### County Purchasing Requirements

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

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

### Financials Management

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

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

## Construction Management

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

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

## Other Project/Program Tasks

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

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

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

b. Describe your understanding of Project deliverables.

## Understanding of Project Deliverables

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

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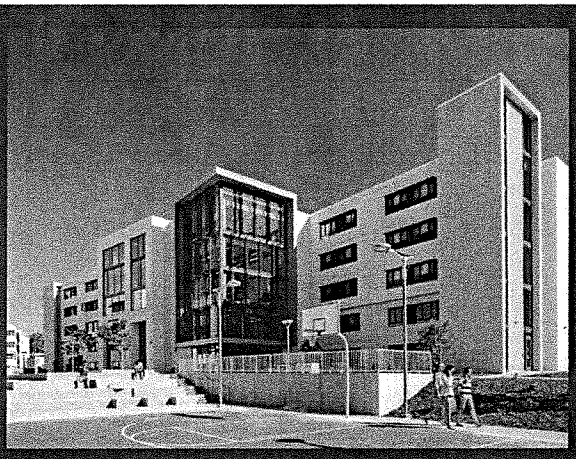
c. Describe your cost control and budgeting methodology.

# Cost Control & Budgeting Methodology

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

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

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



## Cost Control for Cal Poly SLO yakʔitʸutʸu (YTT) Residential Community

Kitchell was vested in maintaining the project budget at the YTT Residential Community. Aside from providing complete reviews of each contractor initiated change order request, we also tapped into our Estimating Department to review potential large scale changes to the project's parking structure facility. In addition, we met bi-weekly with the Owner to review all approved, pending and potential changes to the project relative to the project contingency. These efforts at cost control and of continual budget review afforded the University the opportunities to provide additional facilities to the project (added a 2nd story to the administrative building), provide additional redundancies to vital systems like the lift station, emergency systems, and add critical infrastructure pieces to the campus electrical system (manholes, splice boxes). The combined team effort kept the project moving forward while managing these changes within the project budget.

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# 6. Conflict of Interest

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

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

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# 7. Litigation

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

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

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

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# 8. Agreement for Services of Independent Contractor

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

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

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

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

Signature: _____

Geoff Bachanas, CCM
Vice President of Operations

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

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# 9. Contractor Information Sheet

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

## Contractor Information Sheet

**Name of Proposer** Kitchell/CEM, Inc.

**Business P.O. Box** N/A

**City, State, Zip** N/A

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

**City, State, Zip** San Luis Obispo, CA 93401

**Telephone No.** 805.706.0276 **Fax No.** 916.648.6534

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

**Contact Person Name** Randy Rominger, Principal-in-Charge

**Contact Person Phone No.** 559.263.9660

**Contact Person Email** rrominger@kitchell.com

**Employer's Tax Identification Number** 86-0358697

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# 10. Federal Provisions

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

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

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

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

**1.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**2.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**3.** The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Geoff Bachanas, Vice President of Operations

Name and Title of Contractor's Authorized Official

July 12, 2024

Date

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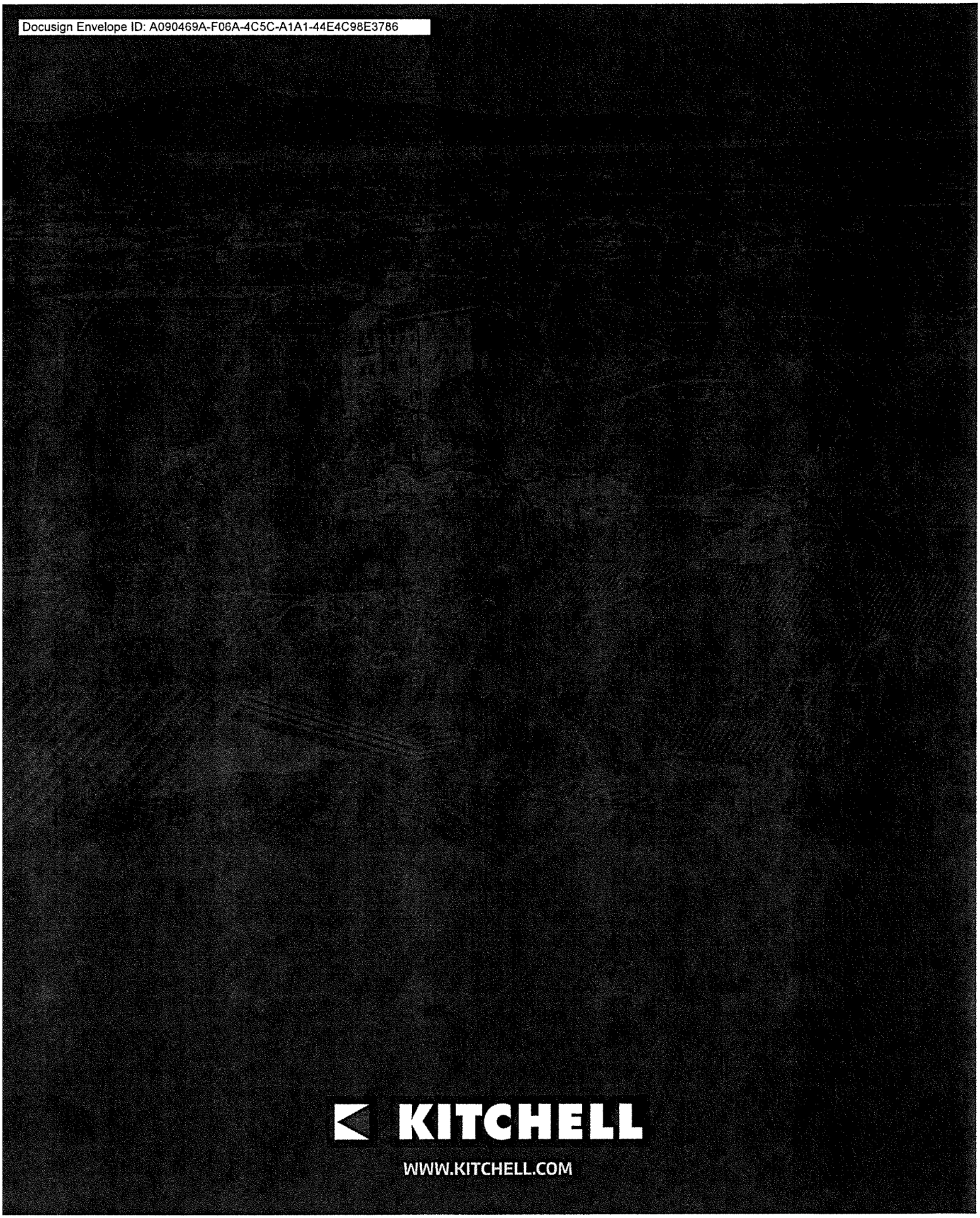

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# COST PROPOSAL

**July 19, 2024**

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

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

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

**Kitchell's Hourly Rates:**

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

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| | |
|---|---|
| Scheduling Department Manager | $190 |
| Scheduler | $165 |

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

**Reimbursable Costs**

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

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# Exhibit B – Payment Arrangements

## Specified Rates of Compensation

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

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

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

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

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

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

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

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

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

John Green
912 West Foster Road
Santa Maria, CA 93455

H. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases greater than the agreed Cost Proposal annual cost escalation rate, which are the direct result of changes in the prevailing wage rates, are reimbursable.

I. The period of performance for each Task Order shall be in accordance with dates specified in such Task Order, and performance under each Task Order shall be completed during the Term. No Task Order shall be valid after the expiration or termination of this Agreement.

J. The total aggregate amount payable by COUNTY for an individual Task Order shall not exceed the Task Order Maximum, unless authorized by amendment of such Task Order duly executed by Contractor and the County Contract Manager.

K. Task Orders may not be used to amend this Agreement.

L. The total aggregate amount payable by COUNTY for all services and all Task Orders resulting from this Agreement shall not exceed $6,000,000.00 ("Maximum Contract Amount"). It is understood and agreed that there is no guarantee, either expressed or implied that any dollar amount will be authorized under this Agreement through Task Orders.

M. All subcontracts shall contain the above provisions.

# Exhibit B-1 – Contractor Rate Schedule

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

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

END OF EXHIBIT B-1

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# 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.

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# Exhibit D– Task Order Form

one COUNTY | one FUTURE

## 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:** | | |
| __/__/202_ | | {End Date} (and in no event later than 8/27/2029) | | |
| **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. {ATTACH TASK ORDER BUDGET}<br>2. |
| **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 SERVCES CAPITAL ASSISTANT DIRECTOR:** | | |
| SIGNATURE | PRINT NAME | DATE |
| | | |

## END OF EXHIBIT D

September 11th, 2025

Ashton Ellis
Project Manager
Casa Nueva – 260 N. San Antonio Road, 2nd Floor

**Re: County of Santa Barbara – North County CRT BHCIP Round 2**

Dear Ashton,

We are excited to submit our proposal for architectural services concerning the CRT BHCIP Round 2 grant application support services.

**Scope of Work**
The proposed scope is as follows:

1. Update utility infrastructure narrative based on current conditions.
2. Remove references to PV array, BESS, and microgrid controllers.
3. Update site access and fencing based on current conditions.
4. Update cost estimate.
5. Create 3D renderings of the proposed project.
6. Update the project report which includes narratives, concept, and estimate.

We will provide the updated report in PDF form and will format as needed for the grant application.

For the construction documents phase through construction administration, Nacht & Lewis shall be paid a fixed fee of **Twenty-Four Thousand Dollars ($24,000.00)**.

Invoices will be issued monthly based on work completed, and payment is due within 60 days of the Nacht & Lewis invoice date.

**Assumptions and Exclusions.**

1. The existing program remains unchanged. We will not be performing additional programming interviews.
2. The existing concept will remain as is with only slight modifications based on the scope listed above.

If you find our proposal acceptable, we kindly request authorization for services. We are grateful for the opportunity to continue serving you and Santa Barbara County.

Sincerely,
NACHT & LEWIS

Lorenzo Lopez, AIA
Principal

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

# PROFESSIONAL SERVICES AGREEMENT

Between

## THE COUNTY OF SANTA BARBARA

And

## Nacht & Lewis Architects, Inc.

## Bridging Design and Construction Administration Consulting Services

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

**Provide programming, surveys, conceptual design and estimating, bridging design and estimating, and construction administration services for the expansion of the Santa Barbara County North Branch Jail.**

## PROJECT NUMBER: 23040

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## END LIST OF EXHIBITS AND ATTACHEMENTS

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

# PROFESSIONAL SERVICES AGREEMENT

# FOR

# PROFESSIONAL BRIDGING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

**This is an agreement between THE COUNTY OF SANTA BARBARA ("Owner" or "County") and Nacht & Lewis Architects, Inc., a California corporation ("Consultant" or "Contractor").**

## PART 1 - RECITALS

**1.01 WHEREAS**, this Professional Services Agreement ("PSA" or "Agreement") sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide professional services to Owner in connection with Owner's **North Branch Jail Expansion Project** ("Project"); and

**1.02 WHEREAS,** Consultant was selected by means of the County's qualifications-based selection ("QBS") process, and represents itself as a professional having the requisite qualifications, licenses and agrees to perform the Services defined below.

**NOW, THEREFORE, Owner and Consultant agree as follows:**

## PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

### 2.01 Agreement For Services

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

### 2.02 Maximum Compensation

A. The sum of all payments made to Consultant pursuant to this PSA shall not exceed a maximum aggregate amount of **Two Million, One Hundred Twelve Thousand, and Five Hundred dollars** (**$2,112,500.00**("Maximum Compensation Limit" or "MCL"). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

### 2.03 Term

A. This PSA is effective as of first the date it is duly executed by both of the parties hereto, and shall remain in effect for a period of **4 years** thereafter, unless earlier terminated in accordance with the provisions of this Agreement ("Term").

### 2.04 Scope

A. The Services and Deliverables identified in "Consultant's Scope of Work & Hourly Rates," attached hereto as Exhibit A and incorporated herein by reference ("SOW"), establish:

1. The full range of Services and Deliverables the County may authorize for projects within the scope of this PSA.
2. The extent of the Services and Deliverables that may be authorized by the Owner's Project Manager ("OPM") within the scope of this PSA.

## PART 3 - OWNER'S RESPONSIBILITIES

### 3.01 Owner Provided Information

A. If required and where available, Owner may provide any of the following for Consultant's use in connection with the Services:

(i) Specialized studies of existing site conditions, including the presence of hazardous materials, soil, air, water, pollution, etc.

B. Consultant must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

### 3.02 Approval & Permit Fees

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

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

### 4.01 Changes in Scope

A. If Owner requests a change in the requirements of the SOW that Consultant contends is material and justifies an increase in compensation, Consultant must, within fourteen (14) calendar days of the Owner's request, advise Owner in writing of such contention before proceeding with such change. If written notice is not given to Owner within such 14-day period, such change shall be deemed immaterial, and Consultant shall not be entitled to additional compensation for such change.

B. If Owner causes a change in the Service(s) or Deliverable(s) that Consultant believes to be material, Consultant must, within fourteen (14) calendar Days of the event that caused such change, notify Owner in writing that Consultant contends Owner has caused a material change in the Service(s) or Deliverable(s). After said notification, Consultant must provide such Service or Deliverables as directed by OPM. If OPM concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant may be adjusted in accordance with Parts 10.01.A.3,and 10.03, below; provided, however, that in no event shall payments to Consultant hereunder exceed the MCL.

C. If there is a material increase in the Service(s) or Deliverable(s) required to complete the Services, and such increase is not in any way attributable to acts or omissions of or on behalf of Consultant, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of Consultant, OPM may request, and Consultant, pursuant to such request, shall provide, assistance in re-allocating the remaining available funds available hereunder. Such assistance must, if requested by OPM, also include a determination of any other Services necessary to complete the Project.

D. If there is a material decrease in the Services or Deliverables required to complete the Services, Consultant If shall immediately notify OPM of such decrease, and agrees to accept a reasonable corresponding reduction in compensation hereunder.

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

### 5.01 Consultant as Independent Contractor

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

### 5.02 No Assignment; Consultant's Use of Subconsultants

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

**5.03 Consultant's General Responsibilities**

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

A. Standard of Care

1. Consultant shall perform all Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's profession and area of specialty in the State of California.

2. At all times during the Term, Consultant shall perform all Services in compliance with all applicable federal, state, and local codes, statutes, laws, regulations and ordinances ("Applicable Laws").

3. Consultant shall use its professional judgment and expertise to verify interpretations of Applicable Laws from the appropriate Government Agency(ies) and authorities having jurisdiction over the Project. Such efforts shall be undertaken in accordance with the acceptable standard of care for this type of Project.

B. Funding by Governmental Agencies

1. If applicable to this PSA, when a Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant shall comply with all requirements of such Federal, State, or outside funding sources, including, but not limited to, requirements set forth in the Construction Documents.

C. HCAI (formally known as OSHPD) Jurisdiction

1. If applicable to this PSA, when a Project is within the jurisdiction of the State of California, Department of Health Access and Information ("HCAI" formally known as OSHPD), Consultant's Instruments of Service must meet all HCAI requirements.

D. Sequence of Consultant's Services

1. Consultant's Services shall proceed sequentially as described in the SOW unless otherwise agreed or directed by the Owner in writing duly executed by OPM.

2. The Milestone Schedule for completion of the Consultant's Services is set forth in the SOW.

E. Submittal of Deliverables

1. Each submittal of a Deliverable by Consultant to Owner hereunder shall include a declaration statement, signed by a duly authorized officer of Consultant, that Consultant coordinated the work of Consultant and its Subconsultants, that such Deliverable is accurate and complete, and that all of Owner's prior review comments have been incorporated therein.

2. Consultant shall furnish to Owner, in form and format suitable for reproduction, original reproducible files and other Instruments of Service, and computer flash drives containing

each submittal in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2003 or newer.

F. Printing & Reproduction

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

G. Meetings

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

H. Consultant's Staff and Subconsultants

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

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

## PART 6 - CONSULTANT'S SCHEDULE

**6.01** Schedule

A. Consultant shall schedule and promptly perform all Services and Deliverables in coordination with the County.

B. Consultant shall perform all Services and Deliverables within the time and project schedule set forth in this Agreement. Time is of the essence in this Agreement.

C. Consultant shall provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the project schedule set forth in this Agreement.

## PART 7 - INDEMNIFICATION & INSURANCE

**7.01** Exhibit D Indemnification and Insurance Requirements

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

## PART 8 - REPRESENTATION BY COUNSEL

A. Both parties to this PSA were represented by counsel in the negotiation and execution of this PSA.

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

## PART 9 - HAZARDOUS MATERIALS

### 9.01 Responsibility for Hazardous Materials

A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.

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

## PART 10 - COMPENSATION & PAYMENT

### 10.01 Compensation

A. Payments will be made as set forth herein

1. Maximum Compensation Limit

    a. The Maximum Compensation Limit ("MCL") includes the maximum aggregate amount of compensation payable to Consultant hereunder. Total payment by Owner to Consultant shall not exceed the MCL specified in Exhibit C, attached hereto and incorporated herein by reference. Consultant is fully responsible for the provision of all Services and Deliverables, compensation for which shall not exceed the MCL.

2. Consultant's Hourly Rate Schedule

    a. Consultant's Hourly Rate Schedule is set forth in the SOW.

    b. Non-Fixed fee Services provided by Subconsultants are subject to the Director's prior written approval, and shall be set forth in an Amendment to this PSA.

3. Changes

    a. During the Term of this PSA, the Owner may authorize changes to this PSA, other than by amending this PSA in accordance with Part 15.B., below, only in accordance with Part 4.01, above, and Part 10.03, below, and only to the extent authorized by the Board of Supervisors in approving this PSA.

4. Prevailing Wages

    a. Certain Services to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. Consultant is solely responsible for determining whether the Services, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). County has

obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with County's Public Works Agency and are available upon request. Consultant is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). Consultant acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Services, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner) Consultant has included (and shall include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

5. Errors and Omissions

   a. Consultant must correct all errors and omissions attributable to acts and/or omissions of and/or on behalf of Consultant and/or Subconsultants without cost to Owner.

   b. Owner has the right to pursue claims for any errors and omissions of or on behalf of Consultant and/or Subconsultant(s).

**10.02 Reimbursable Expenses**

A. When travel is authorized as a reimbursable expense, Consultant agrees to comply with the Santa Barbara County and Federal travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found in the Capital Projects Division.

B. All reimbursable expenses, including travel, mileage, copying, printing, etc. should be included in the MCL and not billed separately.

**10.03 Supplemental Services & Deliverables**

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

**10.04 Payment**

A. Payment Requests

   1. Owner will endeavor to make payments within thirty (30) Days after the OPM's approval of the Consultant's correct Payment Request.

B. Invoices

   1. Consultant may submit a Payment Request not more than once each month.

C. Progress Payments

   1. Owner may, in its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.

**10.05 Release of All Claims**

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

### 10.06 Timely Billings

A. Consultant agrees to bill Owner on a timely basis and not later than ninety (90) Days after:

1. Services are performed; or
2. Billings are otherwise due pursuant to the terms of the PSA.

B. Owner has no liability for payment of, and has sole discretion to pay or decline payment of, any billings submitted after the expiration of such ninety (90) Day period.

### 10.07 Consultant's Accounting Records

A. Accounting System & Records Retention

1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years after expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.

B. Owner's Auditing Rights

1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices relating to the performance or administration of this PSA, or affecting any changes or modifications to this PSA.

C. Applicability to Subcontracts

1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts, including, but not limited to, contracts with Subconsultants, exceeding Ten Thousand Dollars ($10,000) in value in connection with this PSA, including any modification(s) thereof.

## PART 11 - TERM & TERMINATION

### 11.01 Owner's Rights

A. Termination for Convenience

1. The Director may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work hereunder as specified in the notice.
2. If this PSA is so terminated, Consultant will be compensated as set forth below.

B. Termination for Breach

1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from the County's OPM specifying such failure or violation, whether subject to cure, and, if subject to cure, the time and manner of cure, Owner may terminate this PSA in accordance with Part 11.01.A.1, above.
2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.

3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment due to Consultant for Services performed prior to such termination for convenience in accordance with Section 11.02, below.

C. Suspension for Convenience

1. OPM may, without cause, order Consultant in writing to suspend, delay, or interrupt the Services under this PSA in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision, and such suspension shall not constitute a breach in this Agreement.

D. The rights and remedies provided herein to Owner are in addition to any other rights and remedies provided by law in this PSA.

**11.02 Consultant's Compensation Upon Termination**

A. In the event of Owner's termination of this PSA, Consultant will receive compensation as follows:

1. For fully performed and accepted items of Service, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for that item of Service or expense.

2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.

B. In no event will the total compensation paid for any item of Service exceed the value specified in this PSA for such item of Service.

**11.03 Delivery of Documents**

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

## PART 12 - DISPUTE RESOLUTION

**12.01 Consultant's Questions & Concerns**

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

**12.02 Dispute Resolution During Construction**

A. Alternate Dispute Resolution (ADR)

1. Owner intends, but shall not be required, to use ADR techniques including Partnering and Mediation during Design.

B. Consultant and its Subconsultants shall participate in all ADR efforts as directed by Owner.

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

**12.03 Negotiations Before and During Mediation**

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

**12.04 Mediation**

A. Voluntary Mediation

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

B. Initiation of Mediation

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

C. Request for Mediation

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

D. Selection of Mediator

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

E. Qualifications of a Mediator:

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

F. Vacancies

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

G. Representation

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

H. Time and Place of Mediation

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

I. Identification of Matters in Dispute

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

J. Authority of Mediator

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

K. Privacy

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

L. Confidentiality

1. The Mediator will not divulge confidential information disclosed to a Mediator by the Parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.
3. The Mediator must not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.
4. The Parties shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:

a. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute;

b. Statements made by the other Party in the course of the Mediation proceedings;

c. Proposals made or views expressed by the Mediator;

d. Whether the other Party had or had not indicted willingness to accept a proposal for settlement made by the Mediator.

M. No Stenographic Record

1. There shall be no stenographic record of the Mediation.

N. Termination of Mediation

1. The Mediation shall be terminated:

a. By the execution of a Settlement Agreement by the Parties with respect to the issues subject to the Mediation;

b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or

c. By a written declaration of one or more of the Parties to the effect that the Mediation proceedings are terminated.

O. Exclusion of Liability

1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.

P. Interpretation and Application of These Mediation Provisions

1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.

Q. Expenses

1. The expenses of witnesses for each Party must be paid by the Party producing such witnesses.

2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned equally between the Parties, or otherwise, as the Mediator finds appropriate, or as may otherwise be agreed by the Parties, provided, however, that a Party shall not be responsible for any such Mediation expense to which such Party did not consent in advance in writing.

### 12.05 Compensation for Participation in Mediation

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

## PART 13 - MISCELLANEOUS PROVISIONS

### 13.01 Capitalization and Formatting

A. Terms capitalized in this PSA include those that are:

1. Specifically defined; or

2. Titles of Parts or paragraphs; or

3. Titles of reports or Deliverables; or

4. Titles of other documents.

B. Unless otherwise indicated, highlighted, **emboldened**, *italicized*, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.

C. Text shown with Strike Through font is meant to, and does, exclude such text from the PSA. It is shown as such merely for the convenience of the Owner.

D. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

**13.02 Force Majeure**

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

**13.03 Waiver**

A. In the event any provision of this PSA is held to be invalid and unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding on the Parties.

B. One or more waivers by either Party of any provision, term, condition or covenant shall not constitute a waiver of any subsequent breach.

**13.04 Timely Approvals**

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

**13.05 Ownership & Use of Instruments of Service**

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

B.

Unless otherwise specified herein, Consultant hereby assigns to Owner all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Consultant pursuant to this PSA (collectively referred to as "Copyrightable Work and Inventions"). Owner shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Consultant agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Consultant warrants that

any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay all damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims.

C. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this PSA.

D. Consultant is not entitled to any fees for Owner's use of Instruments of Service unless Owner enters into an agreement with Consultant for Services in connection therewith.

E.

**13.06 Reliance**

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

**13.07 Taxes**

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

**13.08 Conflicts of Interest**

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

**13.09 No Publicity or Endorsement**

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

**13.10 Non-Discrimination**

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

**13.11 Execution in Counterparts**

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

**13.12 Governing Law**

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

## PART 14 - NOTICES

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

## PART 15 - LIMITS OF AGREEMENT

A. This PSA, including all Exhibits and attachments hereto, together with the Request for Qualifications/Proposal ("RFQ/P") pursuant to which this Agreement was procured and which is hereby incorporated herein by reference, and Consultant's Proposal submitted to County in response to same ("Proposal"), constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereof, and supersede all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.

B. This PSA may be amended only by written agreement signed by Owner and Consultant, except as otherwise expressly authorized herein.

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

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

## PART 16 - ORDER OF PRECEDENCE

A. In the event of conflict or inconsistency between the provisions contained in Parts 1 through 18 of this Agreement and the provisions contained in the Exhibits, the provisions contained in Parts 1 through 18 of this Agreement shall control and prevail over those in the Exhibits, other than Exhibits D , which shall control and prevail. Consultant agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between Consultant's Proposal (attached hereto as part of Exhibit A), on the one hand, and any other provision(s) of this Agreement, on the other, the provisions of this Agreement (including the RFQ/P, incorporated herein by reference) other than Consultant's Proposal shall take precedence and control and prevail.

## PART 17 - EXHIBITS

A. The following listed Exhibits referred to herein are incorporated in this PSA as though set forth in full. In the event of conflict between provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions in the numbered sections shall prevail over the provisions.

1. Exhibit A, "Consultant's Scope of Work & Hourly Rates" and Consultant's Proposal
2. Exhibit B, "Consultant's Staff & Subconsultants"
3. Exhibit C, "Consultant's Compensation"
4. Exhibit D, "Indemnification And Insurance Requirements"
5. Exhibit E, "Notices"
6. Attachments

[*Signatures appear on the following page.*]

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

**County of Santa Barbara**

By: _____
**STEVE LAVAGNINO, CHAIR**
**BOARD OF SUPERVISORS**

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

By: _____
Deputy

**CONSULTANT:**
Nacht & Lewis Architects, Inc.
600 Q Street, Suite 100
Sacramento, CA 95811

By: _____
Authorized Representative

Name: Eric Fadness
Title: Principal
Address: 600 Q Street, Suite 100
City/State/Zip: Sacramento, CA 95811

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

DocuSigned by:
By: _____
8F464B822C84458...
Deputy County Counsel

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

DocuSigned by:
By: _____
A99ED5BD71D04FB...
Deputy

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

DocuSigned by:
By: _____
05F555F00268466...
Risk Manager

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

DocuSigned by:
By: _____ 6/14/2024 | 12:50 PM PDT
Department Head

**END OF AGREEMENT**

## EXHIBIT A

### SCOPE OF WORK; HOURLY RATES

Consultant shall perform all of the following services set forth in this Scope of Work ("Basic Services") in exchange for the Fixed Fee for Basic Services set forth in Section 1.a of Exhibit C, below, which shall include all overhead, administrative costs, and profit. The following hourly rates, which include all overhead, administrative costs, and profit, shall apply to Supplemental Services. No rate increases shall be effective unless approved via an amendment to this PSA duly executed by Consultant and the County Board of Supervisors.

CONSULTANT FIRM NAME: **Nacht & Lewis Architects, Inc.**

**SCOPE OF WORK: SEE ATTACHMENT 1**

**END EXHIBIT A**

# EXHIBIT B

## CONSULTANT'S STAFF & SUBCONSULTANTS

A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be **Eric Fadness**. Consultant declares that Consultant's Project Manager shall be **Roger Davis**. .

B. Consultant will only employ Subconsultants identified in the Consultant's Proposal submitted in response to the County's RFQ/P for this project (each, a "Subconsultant"), as set forth below, and each Subconsultants must, if their profession or specialty is licensable, be licensed by the State of California to perform such Services. Consultant must obtain Owner's prior written approval of any other subconsultants or subcontractors. Upon Owner's request, Consultant shall provide copies of all Subconsultant contracts to Owner.

C. None of the Staff or Subconsultants specified in this Agreement shall be replaced without OPM's prior written approval in each instance pursuant to an amendment to this PSA. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, upon written notice from the OPM, Consultant shall, within fifteen (15) calendar days, remove that person from the Project and provide a qualified replacement acceptable to OPM, and subject to OPM's prior written approval.

**List of Consultant's Staff**

**N/A – Varies.**

**List of Subconsultants**:

**Refer to ATTACHMENT 1**

**END EXHIBIT B**

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

# EXHIBIT C

## CONSULTANT'S COMPENSATION

### 1. COMPENSATION SUMMARY

| | | |
|---|---|---|
| a. | Consultant's **Fixed Fee** for the **Basic Services** described in Exhibit A, "Consultant's Scope of Work" shall be: | |
| | Payment for Basic Services | **$2,000,000.00** |
| | [Payments for Alternates] | $0 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **SUBTOTAL: Fixed Fee for Basic Services** | **$2,000,000.00** |
| | | |
| | | |
| b. | **Allowance for Reimbursable Expenses pursuant to Part 10.02** 1 | **$0** |
| | | |
| c. | Allowance for Additional Basic Services (PSA Part 5.04) and Supplemental Services (PSA Part 10.03) that may be authorized by the Owner in writing pursuant to issuance of a **Change Order,** issued during the Term in accordance with Part 10.03, above. | **$112,500.00** |
| **2.** | **MAXIMUM COMPENSATION (a+b+c)** | **$2,112,500.00** |

### 3. PROGRESS PAYMENTS

a. For **FIXED FEE** portion, Progress Payments will be on the basis of completion of Project Milestones.
b. For **HOURLY FEE** portion, Progress Payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A or B to the PSA. (**Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown**)

c. Only invoices identifying personnel listed in Exhibit A or B to the PSA will be accepted by Owner for payment.

d. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period; completed milestones and deliverables.

**END EXHIBIT C**

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

## EXHIBIT D

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

INDEMNIFICATION

**A. Indemnification pertaining to Design Professional Services:**

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'S has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation**: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **(Not required if 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 revisions 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 state 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 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.
    iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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

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

## EXHIBIT E

## NOTICES

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

**a. Owner:**

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

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

**b. Consultant:**

**Nacht & Lewis Architects, Inc.**
**600 Q. Street**
**Sacramento, CA 95811**

Attention: **Eric Fadness, efadness@nachtlewis.com**

**END EXHIBIT E**

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## ATTACHMENT 1

# Santa Barbara County North Branch Jail Expansion Project
# Bridging Architect Services

## I. PROJECT DESCRIPTION

The project will expand the current North Branch Jail Facility located at 2301 Black Road in Santa Maria, California. The scope of work is for the bridging Bridging Design of one (1) or two (2) housing pods similar to the existing housing pod design. The final determination of the project's scope and magnitude will be made upon completion of the Programming and Site Investigation phase.

The County is investigating the feasibility of incorporating an approximately 30-bed Step-down Facility (SDF) on the same parcel as the North Branch Jail but not directly connected to the Jail complex. In the Programming and Site Investigation Phase, conceptual-level programming and planning of the Step-down facility to determine the project's scope and order-of-magnitude construction cost will be completed.

## II. SCOPE OF SERVICES

A. Programming and Site Investigation Phase

1. Existing Conditions – Consultant and Consultant's Team shall review and analyze as-built documents, the project site, the existing buildings on-site, utility usage, infrastructure, and service tie-ins to inform the bridging design.
    a) The Consultant and Consultant Team shall allot five (5) site visits to the project site to review and evaluate the existing conditions and utilities.
2. Survey – Consultant's Team shall perform a survey during the site investigation phase and shall include other relevant reports prepared by the County.
    a) ALTA and Topographic Survey: Prepare an ALTA survey to confirm the site boundary, existing topography, the State of California lease boundary, and visible surface utility locations.
    b) The Consultant shall support the County's effort to modify the existing lease with the State of California including coordination of the new ground lease boundary and exhibits for use by the County in presenting to the State.
    c) The county will provide the AutoCAD files of the existing site survey documents to serve as a base for the survey.
3. Conceptual Utilities and Agency Coordination - Consultant and Consultant's Team shall coordinate and meet with utility companies and City representatives, as required, to gain beneficial project information that will assist in implementing the Project.
    a) The Consultant shall contact the utility representatives to determine the requirements for this project. The information collected shall include the availability and capacity of utility services (water (including fire), sewer, drainage, gas, electric) to serve this project.
    b) The Consultant shall prepare preliminary utility demands for the facility and discuss the likely connection points and infrastructure upgrade requirements the City will demand. No physical inspections or testing will be performed on any utilities for the site.
    c) The Consultant and Consultant's Team shall meet with the County's Energy Manager and General Services to establish the Net Zero Energy (NZE) requirements for the project.
4. Programming – The Consultant and Consultant's Team shall organize and conduct programming meetings with County Sheriff, General Services, County Counsel, CEO's

Office, County Energy Manager and County Facilities / Maintenance.

a) Develop operational requirements for housing types, support services, administrative support, recreation, visiting, food services (existing capacity), laundry (existing capacity), site access, NZE options, and stipulated judgment requirements.

b) Consultant shall perform a preliminary permit/code/regulatory agency review.

c) The Consultant shall develop a detailed project schedule with milestones, including all project phases.

d) The Consultant shall develop conceptual design options for the County to review and consider/select for the final bridging design. The consultant will prepare a minimum of three (3) conceptual designs.

e) 30 Bed Step Down Facility – The Consultant and Consultant's Team shall organize and conduct programming meetings with the County Sheriff, General Services, County Counsel, CEO's Office, County Energy Manager, Behavioral Wellness, and County Facilities / Maintenance.

1) The conceptual design will be limited to a planning diagram to confirm the facility's square footage, functional layout, and approximate site location and access requirements. The intended level of detail shall be adequate for conceptual square-foot estimates of construction costs.

2) Additional meetings: (X) show the quantity of meetings

(a) County Behavioral Wellness/Other Departments (4)

(b) Combined meeting with Behavioral Wellness, County Counsel, CEO Office, and General Services (2)

(c) General Services, County Facilities/Maintenance Staff (1)

f) The Consultant shall provide an estimate of the probable cost of the project based on square-foot estimates of construction costs.

g) The Consultant shall participate with the County in estimate reconciliation and possible value engineering activities to maintain the project budget. This includes three (3) separate meetings of up to three (3) hours each. This will happen before proceeding to the Bridging Design phase.

h) The Consultant and Consultant's Team shall review, incorporate and/or respond to all County comments to the Programming Documents and Project Schedule deliverables.

5. Deliverables – The consultant shall provide the County with an electronic copy of the 95% draft for review. The Consultant shall incorporate the County's comments and one (1) electronic copy of the final documents as follows:

a) Boundary and Topographic survey

b) Programming Summary Document – including conceptual planning diagrams

c) Project Schedule

d) Estimate of Probable Cost

6. Meetings: (X) show the quantity of meetings

a) Interface meeting with the State to discuss the expansion of the existing ground lease (1)

b) County Sheriff and General Services team (5)

c) Combined meeting with the Sheriff, County Counsel, CEOs Office, and General Services (3)

d) General Services, County Energy Manager (1)

e) General Services, County Facilities/Maintenance Staff (2)

f) Meeting with the BSCC and CDCR to review Ground Lease constraints (2)

B. Bridging Design Phase

1. Bridging Design Documents—The Consultant shall prepare and provide Bridging Design documents for a single housing pod. The bridging documents will include a combination of design narratives, concept drawings, and performance and prescriptive technical specifications that include measurable criteria that define facility systems' performance and establish the levels of quality allowed by the Project budget.

   a) The Consultant shall develop conceptual plans for the selected single housing pod design.

   b) The consultant shall confirm the preliminary permit/code/regulatory agency review of the selected bridging design concept.

   c) The consultant shall review the 2008 EIR complied with for the NBJP and the California Environmental Quality (CEQA) status and any mitigation criteria.

   d) Consultant shall meet with utility company(s) to validate due diligence assumptions.

   e) The consultant shall work with the General Service, Facilities/Building Maintenance, and Department of Public Works (DPW) Stormwater Division to confirm the incorporation of county standards and determine sustainable maintenance and energy design goals.

   f) The Consultant shall update a detailed project schedule with milestones, including all phases.

   g) The Consultant shall provide an updated estimate of the project's probable cost based on square-foot estimates of construction costs.

   h) The Consultant shall participate with the County in estimate reconciliation and possible value engineering activities to maintain the project budget. This includes three (3) separate meetings of up to three (3) hours each.

   i) The Consultant and Consultant Team shall review, incorporate, and/or respond to all County comments to the Bridging Documents and Project Schedule deliverables.

2. Meetings: (X) show the quantity of meetings

   a) Conceptual Design Reviews (3)

   b) Attend Board of Supervisors Hearing and support staff in presentation of Concept options (2)

   c) County Fire – permit related (1)

   d) General Services, County Energy Manager (1)

e) General Services, County Facilities/Maintenance (1)

f) County Environmental (1)

g) DPW Stormwater (1)

h) Utility Companies (as required)

i) State Agencies (BSCC, CDCR, OSFM) (2)

3. Deliverables – Consultant shall provide an electronic copy of 95% draft to the County for review. The Consultant shall incorporate County's comments and one (1) electronic copy of the final documents, as follows:

a) Concept design options (minimum 3)

1) Includes: Site Plan, Floor Plan, Sketch and/or Elevation, Corresponding Estimate

b) 95% Bridging Design (based on selected Concept design)

1) Conceptual Plans

2) Design Intent Narratives

3) Bridging Specifications

c) Prepare a presentation and assist County in presenting of the project to BSCC

d) Project Schedule

e) Estimate of Probable Cost

f) 100% Bridging Design Deliverable

1) Incorporate all final County comments into final set.

C. <u>DBE Selection and Project Delivery Phase</u>

1. Design Builder Selection Services—The consultant shall assist the County in selecting the Design-Build partner to deliver the project.

a) Attend the pre-proposal meeting (1 meeting)

b) Review and respond to pre-proposal requests for information (RFI's), substitution requests, submittals, etc.

c) Participate in confidential design meetings with the shortlisted design-builders (6 total meetings)

d) Participate in and evaluation of the design-builder proposals and interviews (DBE Interviews (3), Recommendation/Selection meeting (1), Risk/Coordination meeting (1))

2. Risk/Coordination Meeting – After selection the Consultant shall prepare for one (1) risk/coordination meeting with the selected Design Builder. This meeting will review all the project requirements and clarify any discrepancies with the Bridging Documents.

3. DBE Design Review – Consultant shall review and comment on the DBE's design at the 100% DD, 50% CD, and 95% CD phases. Reviews shall include all disciplines.

a) The design review is intended to review the design-builder's design documents

for continuity with the design-builder's proposal, the project's design criteria, and the County's goals and objectives. The 50% CD and 95% CD phase reviews will serve as a back-check of the design-builder's responses to comments from the 50% CD review.

4. Construction Services Phase – The Consultant and Consultant's Team service shall complete the following tasks on an on-call basis. Tasks shall be billed on an hourly basis against the established construction phase services contingency:

   a) Review and respond to individual RFIs, submittals, and /or contractor change orders regarding conformance with the project program and bridging documents. The consultant and Consultant Team are not intended to review all such project documentation but are limited to reviewing specific items upon request by the County.

   b) Attend specific weekly Owner-Architect-Contractor (OAC) meetings, special coordination meetings, and pre-installation meetings at the county's request (assume ten (10) meetings).

   c) The Consultant shall perform project site visits (one per six months of construction) during construction and prepare site visit reports.

D. Exclusions

1. Design Development Documents
2. Construction Documents
3. Utility coordination will be limited to researching existing facilities.
4. Extensive site work and site investigation to determine hidden conditions not documented in original drawings, as-built drawings, or previous modernization projects.
5. CEQA documentation/processing
6. Traffic Studies
7. Design of booster pumps or lift stations.
8. Phasing, traffic control or construction logistics or sequencing plans.
9. Assessment and evaluation of the existing jail and other site structures.
10. Payment of any fees including permit fees, application fees, inspection fees, etc.
11. Potholding existing utilities.
12. Plumbing fixture selection and cut sheets.
13. Energy code compliance documentation
14. Commissioning of building systems, services related to the development of commissioning plans, and services related to support third party commissioning of the building.
15. Preparation or coordination of the documentation necessary for LEED certification.
16. Perimeter Fence Detection / Protection System.
17. Personal Alarm Locating system (wireless).
18. Two Way Radio Communications.
19. Nurse Call System.
20. Design of any upgrades or replacements of the existing security system.

## III. COMPENSATION

For the above services for the North Branch Jail Project, the Consultant shall be paid a fixed fee of **Two Million Dollars and no cents ($2,000,000.00)**. For construction phase services under paragraph C.4 above,

the consultant shall be paid on an hourly basis up to a not-exceed-amount of Thirty Thousand Dollars and no cents ($30,000.00)

Compensation Breakdown by Phase of Work:

| Bridging Design Services - Phases | | Compensation | |
|---|---|---|---|
| | | | |
| **Programming / Site Investigation** | | **$750,000.00** | Fixed Fee |
| **Bridging Design Phase** | | **$755,000.00** | Fixed Fee |
| **DBE Selection / Project Delivery** | | **$495,000.00** | Fixed Fee |
| | | | |
| | | | |
| **Total Compensation** | | **$2,000,000.00** | Fixed Fee |
| *Contingency for Construction Phase Services* | | ***$30,000.00*** | Hourly NTE |

Expenses:
Expenses related to the project such as reproduction, plotting, postage and mileage are included in the above fees. Any reimbursable expenses required for additional services will be billed at actual cost plus an administrative charge of 10%. Mileage is at the Internal Revenue Service standard mileage rate. The current rate is 67 cents per mile.

Payment:
Invoices for services rendered will be submitted monthly and will be based on the percentage of work completed. Payments are due and payable 60 days from the date of the consultants' invoice.

Additional Services:
Should the scope of services be modified from what has been outlined above, the resulting work shall be provided only when authorized in writing by the County and Consultant. Such services shall be billed as additional services on a time and materials basis at the hourly rates shown on the Billing Rate Schedule, or a negotiated stipulated sum.

## IV. BILLING RATE SCHEDULE

**Nacht & Lewis**

| POSITION | HOURLY RATE |
|---|---|
| Principal | 365.00 |
| Practice Leader | 305.00 |
| Senior Project Manager | 270.00 |
| Project Manager | 235.00 |
| Senior Project Architect | 250.00 |
| Senior Project Coordinator | 215.00 |
| Project Architect | 220.00 |
| Project Coordinator | 185.00 |
| Designer | 185.00 |
| Interior Designer | 185.00 |
| Senior Design Technician II | 170.00 |
| Senior Design Technician | 155.00 |
| Design Technology Coordinator | 155.00 |
| Design Technician | 140.00 |
| Office Manager | 150.00 |
| Graphic Designer | 135.00 |
| Marketing Coordinator | 125.00 |
| Project Administrator | 120.00 |
| Administration | 95.00 |

**AVS Engineers**

| | |
|---|---|
| Principal | $213.00 |
| Systems Engineer | $189.00 |
| Senior Designer | $152.00 |

**Capital Engineering Consultants, Inc.**

| | |
|---|---|
| Sr. Principal | $260.00 |
| Principal | $236.00 |
| Director | $228.00 |
| Sr. Project Manager | $217.00 |
| Project Manager | $208.00 |
| Field Services | $204.00 |
| Senior Engineer | $185.00 |
| Engineer | $168.00 |
| Senior Designer | $159.00 |
| Designer | $146.00 |
| Technician / CADD Intern | $134.00 |
| Intern | $126.00 |
| Project Administrator | $113.50 |
| Sr. Admin. | $79.50 |
| Clerical / Admin. | $63.50 |

**CYS Structural Engineering**

| | |
|---|---|
| Principal | $195.00 |
| Senior Structural Engineer | $170.00 |
| Project Manager | $145.00 |
| Structural Engineer | $135.00 |
| Professional Engineer, P.E. | $115.00 |
| Engineer, EIT | $95.00 |
| Sr. Drafter | $95.00 |
| Drafter | $85.00 |
| Administrative | $65.00 |

**Collings & Associates**

| | |
|---|---|
| Principal Engineer | $215.00 |
| Senior Engineer | $185.00 |
| Staff Engineer | $155.00 |
| CAD / Drafting Services | $120.00 |
| Administration / Clerical | $85.00 |

**Willdan Engineering**

| | |
|---|---|
| Director of Engineering | $237.00 |
| Deputy Director of Engineering | $231.00 |
| Associate Engineer II | $186.00 |
| Principal Project Manager | $210.00 |
| Supervising Surveyor | $197.00 |
| Assistant Engineer III | $161.00 |
| Assistant Engineer II | $153.00 |
| Senior Landscape Architect | $184.00 |
| Senior Survey Analyst | $187.00 |

**JMPE Electrical Engineering Lighting Design**

| | |
|---|---|
| Engineering | $200.00 |
| Drafting | $100.00 |

**Shen Milson & Wilke**

| | |
|---|---|
| Partner | $300.00 |
| Senior Principal | $275.00 |
| Principal | $250.00 |
| Senior Associate | $210.00 |
| Associate | $180.00 |
| Consultant | $125.00 |
| Senior BIM Designer | $180.00 |
| BIM Designer | $115.00 |
| Admin. | $90.00 |

**Sierra West Group**

| | |
|---|---|
| Principal Program Manager/Investigator | $150.00 |
| Principal / Chief Estimator | $125.00 / $150.00 |
| Cost Manager / Quantity Surveyor | $110.00 |
| Mechanical / Electrical Estimator | $110.00 |
| Civil Engineer / Estimator | $110.00 |
| Administrative | $78.00 |

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one COUNTY one FUTURE

**GENERAL SERVICES DEPARTMENT**

**Kirk Lagerquist, Director**
Lynne Dible, Assistant Director, Finance, Administration & Procurement Services
John L. Green, Assistant Director, Capital, Facilities-Maintenance & Energy
Ted Teyber, Assistant Director, Fleet & Real Property

## Notice to Proceed One (NTP-1)

**Date Issued:** September 12, 2025

**To:** Lorenzo Lopez, Principal
Nacht & Lewis
600 Q St. Suite 100
Sacramento, CA 95811
916.329.4009 (D)
916.802.1115 (mobile)

**Project #:** 23014
**Project Title:** County of Santa Barbara – North County CRT BHCIP Round 2 Project
**Project Manager:** Ashton Ellis

This letter, Notice to Proceed One (NTP 1), establishes September 12, 2025 as the official date for the commencement of the work in accordance with the executed Professional Services Agreement associated with County Project No. 23040, NBJ Bridging Documents Project. You are hereby authorized to proceed on the County of Santa Barbara – North County CRT BHCIP Round 2 project with the activities outlined in the proposal dated, September 11, 2025, and attached for reference. The total cost of the design services for the project is $24,000.00. You have Twenty-One (21) calendar days to complete the scope of work as defined for this project. Your contract completion date shall be on or before October 3, 2025. We look forward to a successful project.

If you should have any questions concerning the above project, please contact Ashton Ellis at: AEllis@countyofsb.org P: 916-718-6922.

Sincerely,

DocuSigned by:
Ashton Ellis
35C3DD5D9E7346B...

Ashton Ellis, Project Manager

ACCEPTANCE OF NOTICE:

Signed by:
Lorenzo Lopez
EBF19E00FBF64CD...

Lorenzo Lopez, Principal, Nacht & Lewis

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September 11th, 2025

Ashton Ellis
Project Manager
Casa Nueva – 260 N. San Antonio Road, 2nd Floor

**Re: County of Santa Barbara – North County CRT BHCIP Round 2**

Dear Ashton,

We are excited to submit our proposal for architectural services concerning the CRT BHCIP Round 2 grant application support services.

**Scope of Work**
The proposed scope is as follows:

1. Update utility infrastructure narrative based on current conditions.
2. Remove references to PV array, BESS, and microgrid controllers.
3. Update site access and fencing based on current conditions.
4. Update cost estimate.
5. Create 3D renderings of the proposed project.
6. Update the project report which includes narratives, concept, and estimate.

We will provide the updated report in PDF form and will format as needed for the grant application.

For the construction documents phase through construction administration, Nacht & Lewis shall be paid a fixed fee of **Twenty-Four Thousand Dollars ($24,000.00)**.

Invoices will be issued monthly based on work completed, and payment is due within 60 days of the Nacht & Lewis invoice date.

**Assumptions and Exclusions.**

1. The existing program remains unchanged. We will not be performing additional programming interviews.
2. The existing concept will remain as is with only slight modifications based on the scope listed above.

If you find our proposal acceptable, we kindly request authorization for services. We are grateful for the opportunity to continue serving you and Santa Barbara County.

Sincerely,
NACHT & LEWIS

Lorenzo Lopez, AIA
Principal

## DEANN SPLINTER, ASSOCIATE AIA, ASHE
HEALTHCARE LEADER

**Registration:** N/A
**Years of Experience:** 16 with the firm I 34 total

**Education**
Drafting Program
American River College

Computer Drafting
Sacramento City College

Drafting Program
Napa Valley College

**Affiliations**
» American Institute of Architects (AIA), Central Valley Chapter

**Qualifications & Responsibilities**
DeAnn has more than 30 years of experience in planning and design through the construction administration phase of projects. DeAnn has managed multiple behavioral health projects, including a new Crisis Residential Treatment facility in Mendocino County and a Programming and Feasibility Study for an adult and children's psychiatric clinic for UCSF. Currently, she is managing a new Psychiatric Health Facility project in Mendocino County and numerous tenant improvement and in-fill hospital projects.

As a Senior Project Manager, DeAnn will manage client relationships and focus on keeping the client informed through the programing and design process. She will be directly responsible for the management and production of project programming, and as the day-to-day contact, she will have a key decision-making role and will be accountable for project deliverables. She will ensure that your voice is heard and will track and update the project schedule to make sure the design team achieves project objectives in the planned time frames.

**Relevant Experience**
» Mendocino County Psychiatric Health Facility, Mendocino, CA
» Mendocino County Crisis Residential Treatment Facility, Ukiah, CA
» UCDHS C Street Infusion and Interventional Psychiatry Clinic, Sacramento, CA
» BASS Comprehensive Cancer Center, Walnut Creek, CA
» UCSF Women's Imaging & Primary Care Clinic, San Francisco, CA
» Sonoma Valley Hospital New Emergency Department and OR Addition, Sonoma, CA
» BASS Medical Group Mixing Pharmacy, Walnut Creek, CA
» BASS Medical Group Neurology Clinic, Walnut Creek, CA
» Sutter Health Pyxis Replacement Project, Northern California
» Dignity Health St. Joseph Medical Center Emergency Department Expansion, Stockton, CA
» UCSF Multispecialty Clinic, Waterfront a China Basin Landing, San Francisco, CA
» UCSF Department of Psychiatry Program Study, San Francisco, CA
» Marshal Hospital CARES Clinic Expansion Study, Placerville CA

### *WHY DEANN?*

With over 34 years of experience, DeAnn combines her leadership, technical knowledge, and a hands-on approach to manage complex, important, patient and community-centered projects. Because of her strong understanding of trauma-informed and culturally responsive design projects, she is sensitive to the importance of project deadlines/schedules and budgets. It is important to her that the user groups are heard and that their needs are documented for a successful project.

# DIANA M. ESTORGA
## CAPITAL DIVISION CHIEF -GENERAL SERVICES

Experienced Santa Barbara County leader with 26 years of institutional knowledge and experience in capital design, construction, project management, contract administration, and construction management. Possess a B.S. in Civil Engineering and have more than 15 years of progressively responsible management, program management, planning, budgeting and supervisorial experience across County Departments.

## EDUCATION

California Polytechnic State University County of Santa Barbara
Bachelor of Science – Civil Engineering

## RELEVANT SKILLS

**Management/Supervision**

- Ability to effectively lead, manage and organize teams, including project managers and operations and maintenance staff, department partners, external contractors and technical consultants, and specialists in public projects (horizontal and vertical construction).
- Ability to effectively guide, coach, mentor and train and evaluate performance of staff.

**Program Management**

- Ability to assemble, review, prepare and analyze budget resources for annual multi-division operating budgets and capital budget justifications and cost estimates.
- Knowledge of County business and fiscal analyses, processes, and techniques related to project management and construction management in the design, development and construction of public projects including large-scale, complex projects.
- Ability to utilize systems including the County's financial system to organize and analyze data to forecast fiscal needs and develop accurate cost estimates.

**Compliance**

- Knowledgeable of local, State, and Federal requirements related to procurement, funding, contracting, and construction administration including but not limited to County Code, Public Contact Code, California Government Code, Code of Federal Regulations, California Building Code, and Construction Specifications Institute Standards.

**Technical Knowledge**

- Knowledgeable of engineering, architecture, construction management and design principles.
- Ability to prepare, read and understand proposals and bid documents including plans, specifications, estimates, contracts, and schedules for all phases of construction and building maintenance.

**Communication**

- Ability to effectively communicate through use of clear, concise language and active listening.
- Ability to negotiate contracts with design professionals and contractors; present financial and technical information; and provide respectful, professional customer service.

**Leadership Style**

- Lead with respect, integrity, care, and empathy.
- Strive to motivate, to encourage, to be accountable and to be consistent through listening, communicating, and being aware.
- Seek to make contributions to the Department that make our workplace empowering, motivating, accepting and inclusive.

- Solution driven and team oriented

## CURRENT RELEVANT DUTIES

- Manage a team of project managers and coordinators; tracking their progress and performance to ensure division's Capital and emergency projects are completed on time, on budget and in accordance with local, State and Federal requirements.
- Participate in developing and implementing the Department's strategic initiatives, Division's goals and operations and programs budget.
- Collaborate with other Department and Division Leaders to report progress of Capital and emergency projects; to obtain input and coordinate schedules, resources, budget and funding sources for projects and programs; and to make recommendations and develop solutions.
- Develop and manage the Capital Division's Pavement and Accessibility Programs.
- Solicit, develop and obtain approval of the County's 5-Year Capital Improvement Program.
- Update, develop and maintain Capital Division boilerplates or templates to streamline project management, procurement and contract administration.
- Capital Division's Accessibility Coordinator: Provide guidance on project compliance with the American's with Disabilities Act (ADA) requirements and reviewing and responding to filed ADA grievances associated with County facilities.
- Represent the General Services Department in the areas of Procurement, Projects, Finance and as the Grants Lead for the design and implementation of the County's new Enterprise Resource Plan.
- Emergency Responder: Provide logistic support during health, safety, and natural disasters.

## WORK HISTORY

**County of Santa Barbara – General Services Department – Capital Division - Santa Maria, CA**

| | |
|---|---|
| Capital Division Chief | December 2024-Present |
| Capital Division Manager | February 2023-December 2024 |

**County of Santa Barbara – Public Works Department – Transportation Division- Santa Maria, CA**

| | |
|---|---|
| Engineering Section Manager | October 2021-October 2022 |
| Program Business Leader | December 2018-February 2023 |
| Project Leader | January 2016-December 2018 |
| Civil Engineering Associate III | June 2007-January 2016 |
| Civil Engineering Associate II | July 2001-June 2007 |
| Civil Engineering Associate I | August 1999-July 2001 |

## RELEVANT TRAINING AND DEVELOPMENT

**County of Santa Barbara-Public Works Department**

| | |
|---|---|
| Leadership Development Program | 2019-2023 |

**County of Santa Barbara-Employee University**

| | |
|---|---|
| Leadership Certificate Program | Graduated 2021 |
| Introduction to Supervision | December 2015 |
| Effective Workplace Communication | October 2015 |
| Performance Management | September 2014 |

**Caltrans Local Assistance Training**

| | |
|---|---|
| A&E Audit and Review and Calculating Indirect Cost Rate | December 2015 |
| Federal Aid Series | April 2015 |
| Procuring A&E Contracts | February 2015 |
| Residents Engineer's Academy | October 2013 |

## ERIC FADNESS, AIA
PRINCIPAL

**Registration:** Architect - CA C25272
**Years of Experience:** 31 with the firm I 40 total

**Education**
Bachelor of Architecture
California Polytechnic State University, San Luis Obispo

Urban Architecture at Washington, Alexandria Center for Urban Studies

**Affiliations**
- AIA Academy of Architecture for Justice
- American Institute of Architects, Central Valley Chapter (AIACV)
- California State Association of Counties (CSAC)
- California State Sheriff's Association - Corporate 100 Member

**Qualifications & Responsibilities**
With over 40 years of professional experience, Eric brings extensive expertise in justice architecture and leadership to his team and his clients. As Principal of the firm's justice work, he has a diverse background in planning and design of courthouses, as well as state correctional and local detention facilities. He specializes in re-entry, medical and behavioral health treatment environments, with a comprehensive understanding of the current issues and best practices for safe and secure operations of these facilities. He is skilled at team organization and leadership, and he takes a hands-on pragmatic approach to each project.

Eric is responsible for the work and performance of the Nacht & Lewis team to ensure that each project's design, schedule, budget and quality control requirements are met.

**Relevant Experience**
- Mendocino County Psychiatric Health Facility, Mendocino, CA
- Mendocino County Crisis Residential Treatment Facility, Ukiah, CA
- Napa County Staff Secure Transitional Housing Facility, Napa, CA
- Solano County Behavioral Health Diversion and Adult Board and Care Facilities Project in Fairfield, CA
- El Dorado County Recovery, Rehabilitation, Recovery and Re-entry Facility, Placerville, CA
- Santa Barbara County North County Crisis Residential Treatment Facility, Santa Maria, CA
- CDCR Correctional Medical/Mental Health Housing (7 projects statewide)
- CDCR Enhanced Outpatient Facilities (4 projects statewide)
- Amador County 40-Bed Jail Medical and Mental Health Addition, Amador, CA
- Butte County Jail/MH Housing Addition Bridging Design, Oroville, CA
- ColusaJail/MH Housing Addition Bridging Design, Colusa, CA
- Marin Correctional Facility – Accessibility Retrofits, San Rafael, CA
- Mendocino County Jail Special Needs Housing Addition, Ukiah, CA
- Sacramento County Branch Jail Medical/MH/Programs/Food Service Criteria Design, Elk Grove, CA
- Sacramento County ADA Assessment of Main and Branch Jails, Sacramento, CA
- Sacramento County Bridging/Concept Jail Health Services Addition, Sacramento, CA Planner

### *WHY ERIC?*

With over 40 years of experience, Eric combines technical expertise, leadership, and a hands-on approach to deliver impactful, community-centered facilities. His deep understanding of trauma-informed, culturally responsive design and his ability to manage complex schedules and budgets make him uniquely qualified to lead a project to success. In addition, Eric has utilized Lean Principles to achieve project goals on time and within budget. His ability to lead multidisciplinary teams through all design and construction phases ensures seamless integration of architectural, structural, mechanical, and electrical systems while maintaining flexibility to adapt to evolving client needs.

# Bond BHCIP Round 2: Unmet Needs Form 2: Budget Template

| Applicant Identification and Classification | User Input |
|---|---|
| Applicant name | County of Santa Barbara |
| Primary Applicant's legal entity type | County/City |

## *Budget Worksheet Instructions*

*Please review the **Budget Narrative and Glossary of Terms** for any clarifications.*

*Please use this budget template as a worksheet to fill out all data fields required for this project's financial estimates/funds requested.*

*This budget will be the basis of conditional BHCIP funding, if awarded. When entering amounts, please ensure accuracy by providing professional estimates.*

*Please seek and include **actual bids or estimates from Department of Industrial Relations (DIR)-registered design-build professionals**, whenever possible.*

*Please submit **accurate bids from qualified professionals**, contractors, architects, and engineers for an estimated start of construction in 2026-27.*

*Please include California **DIR prevailing wage labor costs** in your region for all relevant onsite construction trades.*

*Please include **notes and additional comments** as needed for special circumstances and/or details of funding sought per line item requested.*

*This budget worksheet will **autocalculate match, contingencies, and owner administration costs.***

*Please fill in **sources of capital** at the bottom of the budget worksheet.*

## BOND BHCIP ROUND 2 BUDGET: GRANT REQUEST

| Use of Funds | Funded by Grant | Funded by Cash Match | Total Costs | Notes |
|---|---|---|---|---|
| ***FEASIBILITY/DUE DILIGENCE*** | | | | |
| Owner Administration (10% autofill) | $0 | Intentionally Blank | $0 | |
| Legal | $0 | $0 | $0 | |
| Architect (schematic drawings/fit study) | $0 | $25,000 | $25,000 | Design Services as required to get the Design-Build RFQ out for solicittion |
| Consultants (Specify) | $0 | $0 | $0 | |
| Engineering | $0 | $0 | $0 | |
| Construction Manager/Owner's Representative | $0 | $0 | $0 | |
| Preliminary Title Report (submitted with application) | $0 | $0 | $0 | |
| Phase 1 Environmental Report | $0 | $10,000 | $10,000 | Amendment/additional environmental services as required to the existing EIR |
| Phase 2 Environmental Report, if necessary | $0 | $50,000 | $50,000 | Amendment/additional environmental services as required to the existing EIR |
| Site Surveys (soils and environmental) | $0 | $30,000 | $30,000 | Additional site surveys as needed (Geological survey has been completed) |
| Other Feasibility/Due Diligence Costs | $0 | $10,000 | $10,000 | Utility locating services for where to tie into |
| Other Feasibility/Due Diligence Costs | $0 | $0 | $0 | |
| Contingency (10% autofill) | $0 | Intentionally Blank | $0 | |
| **Total Feasibility Costs** | $0 | $125,000 | $125,000 | |
| **Use of Funds** | **Funded by Grant** | **Funded by Cash Match** | **Total Costs** | **Notes** |
| ***DEVELOPMENT PLANNING*** | | $250,000 | | |
| Owner Administration (10% autofill) | $0 | Intentionally Blank | $0 | |
| Legal | $0 | $20,000 | $20,000 | |
| Architect (design drawings and construction drawings) | $0 | $695,730 | $695,730 | |
| Construction Manager/Owner's Representative | $0 | $253,915 | $253,915 | |
| Civil Engineer | $0 | $160,943 | $160,943 | |
| Mechanical, Electrical, and Plumbing (MEP) Engineer | $0 | $353,411 | $353,411 | |
| Structural Engineer | $0 | $160,943 | $160,943 | |
| Certified Appraisal Fee (for Property Match) | $0 | $0 | $0 | |
| Consultants (Specify) | $0 | $135,500 | $135,500 | Cost Estimating, Security, Landscape, fire/life safety |
| Consultants (Specify) | $0 | $0 | $0 | |
| Consultants (Specify) | $0 | $0 | $0 | |
| Other Development Planning Costs (Specify) | $0 | $140,000 | $140,000 | Owner's Administration through design |
| Other Development Planning Costs (Specify) | $0 | $0 | $0 | |
| Other Development Planning Costs (Specify) | $0 | $0 | $0 | |
| ALTA Lender's Policy (estimate 0.01% of total grant award) | $0 | $0 | $0 | |
| Contingency (10% autofill) | $0 | Intentionally Blank | $0 | |
| **Total Development Planning Costs** | $0 | $1,920,442 | $1,920,442 | |
| **Use of Funds** | **Funded by Grant** | **Funded by Cash Match** | **Total Costs** | **Notes** |
| ***CONSTRUCTION PERMITS AND FEES*** | | | | |
| Owner Administration (10% autofill) | $16,993 | Intentionally Blank | $16,993 | |
| Payment and Performance (P&P) Bonds by General Contractor | $169,929 | $0 | $169,929 | |
| Builder's Risk Insurance | $0 | $0 | $0 | Included in Ground Up New Construction |
| Building Permit Fees | $0 | $212,411 | $212,411 | |
| Local Development Impact Fees | $0 | $127,447 | $127,447 | |
| DIR Employment Reporting | $0 | $42,482 | $42,482 | Community Workforce Agreement Reporting requirements |
| Other Construction Permits and Fees (Specify) | $0 | $84,964 | $84,964 | Fire Marshal |
| Other Construction Permits and Fees (Specify) | $0 | $0 | $0 | |
| Other Construction Permits and Fees (Specify) | $0 | $0 | $0 | |
| Owner's Contingency (10% autofill) | $18,692 | Intentionally Blank | $18,692 | |
| **Total Permits and Fees Costs** | $205,614 | $467,304 | $672,918 | |
| **Use of Funds** | **Funded by Grant** | **Funded by Cash Match** | **Total Costs** | **Notes** |
| ***LAND COSTS/ACQUISITION*** | | | | |
| Owner Administration (2% autofill) | $0.00 | Intentionally Blank | $0 | |
| Land Cost or Value | | | $0 | |
| Closing Costs | | | $0 | |
| Legal | | | $0 | |
| Broker Fee | | | $0 | |
| Appraisal Fee | | | $0 | |
| Property Insurance at Closing | | | $0 | |
| Construction Manager | | | $0 | |
| Demolition Involved in Acquisition | | | $0 | |
| Other Acquisition Costs (Specify) | | | $0 | |
| Contingency (5% autofill) | $0.00 | Intentionally Blank | $0 | |
| **Total Land Costs** | $0.00 | $0 | $0 | |
| Off-Site Improvements (if needed) | | | $0 | |
| **Total Acquisition Costs** | $0.00 | $0 | $0 | |
| **Development Phase** | **Funded by Grant** | **Funded by Cash Match** | **Total Costs** | **Notes** |
| ***REHABILITATION OF EXISTING FACILITY*** | | | | |
| Owner Administration (5% autofill) | $0 | Intentionally Blank | $0 | |
| Legal | | | $0 | |
| Construction Manager/Owner's Representative | | | $0 | |
| Physical Needs Assessment (PNA) | | | $0 | |
| Asbestos and Lead Paint Survey (required for all rehabs) | | | $0 | |
| Site Work/Grading (materials and labor) | | | $0 | |
| Hard Costs (materials and labor); labor must include prevailing wages | | | $0 | |
| Furniture/Fixtures/Equipment (FFE; 10% cap) | | | $0 | |
| Demolition | | | $0 | |
| Contractor Overhead | | | $0 | |
| Contractor Profit | | | $0 | |
| Prevailing Wages Administration | | | $0 | |
| Builder's Risk Insurance | | | $0 | |
| General Liability Insurance | | | $0 | |
| Project Inspection | | | $0 | |
| Urban Greening | | | $0 | |
| Other Rehabilitation (specify) | | | $0 | |
| Other Rehabilitation (specify) | | | $0 | |
| Other Rehabilitation (specify) | | | $0 | |
| Owner's Contingency (20% autofill) | $0 | Intentionally Blank | $0 | |
| **Total Rehabilitation Costs** | $0 | $0 | $0 | |
| **Use of Funds** | **Funded by Grant** | **Funded by Cash Match** | **Total Costs** | **Notes** |
| ***Ground-Up New Construction*** | | | | |
| Owner Administration (5% autofill) | $928,046 | Intentionally Blank | $928,046 | |
| Legal | $25,000 | $0 | $25,000 | |
| Construction Manager/Owner's Representative | $1,515,536 | $139,558 | $1,655,094 | |
| Site Work (materials and labor) | $3,398,812 | $0 | $3,398,812 | |
| Hard Costs (materials and labor; labor must include prevailing wages) | $10,000,600 | $0 | $10,000,600 | |
| Furniture/Fixtures/Equipment (FFE; 10% cap) | $487,988 | $405,000 | $892,988 | |
| Demolition | $0 | $0 | $0 | No demolition required. Grading included in site work. |
| General Conditions/Requirements | $1,071,953 | $0 | $1,071,953 | |
| Contractor Profit | $832,103 | $0 | $832,103 | |
| Prevailing Wages Administration | $66,997 | $0 | $66,997 | |
| Builder's Risk Insurance | $394,948 | $0 | $394,948 | |
| General Liability Insurance | $349,483 | $0 | $349,483 | |
| Project Inspection | $184,997 | $0 | $184,997 | |
| Urban Greening | $0 | $0 | $0 | |
| Other New Construction (specify) | $0 | $43,500 | $43,500 | Card Access Consultant |
| Other New Construction (specify) | $0 | $19,500 | $19,500 | Data/Phone |
| Other New Construction (specify) | $0 | $29,358 | $29,358 | Security Cameras |
| Other New Construction (specify) | $0 | $899,399 | $899,399 | Back-up Generator |
| Other New Construction (specify) | $232,499 | $0 | $232,499 | Environmental monitoring (Biological per EIR) |
| Owner's Contingency (20% autofill) | $3,897,792 | Intentionally Blank | $3,897,792 | |
| **Total New Construction Costs** | $23,386,754 | $1,536,315 | $24,923,069 | |
| **Development Phase** | **Funded by Grant** | **Funded by Cash Match** | **Total Costs** | **Notes** |
| ***OTHER PROJECT COSTS*** | | | | |
| Post-Construction Commissioning | $127,447 | $0 | $127,447 | |
| Accounting/Reimbursable | $101,957 | $0 | $101,957 | |
| Other Costs (specify) | $101,957 | $0 | $101,957 | Project close out |
| Other Costs (specify) | $0 | $50,939 | $50,939 | Moving Fees |
| Other Costs (specify) | $0 | $0 | $0 | |
| Other Costs (specify) | $0 | $0 | $0 | |
| Owner's Contingency (10% autofill) | $33,136 | Intentionally Blank | $33,136 | |
| **Total Other Project Costs** | $364,497 | $50,939 | $415,436 | |
| **Development Phase** | **Funded by Grant** | **Funded by Cash Match** | **Total Costs** | **Notes** |
| ***DEVELOPER COSTS*** | | | | |
| Developer Overhead | | Intentionally Blank | $0 | |
| Consultants/Processing Agents | | Intentionally Blank | $0 | |
| Project Administration | | Intentionally Blank | $0 | |
| Other Developer Costs (specify) | | Intentionally Blank | $0 | |
| **Total Developer Costs** | $0 | $0 | $0 | |
| **TOTAL PROJECT COSTS** | **$23,956,865** | **$4,100,000** | **$28,056,865** | |
| **Sub-Totals** | **Dollar Amounts** | **Total Percentages** | Notes | **Additional Notes** |
| **Match $ Amount as % of Total Costs** | **$4,145,000** | **17.30%** | | *Match must meet % required. Match % does include contingency.* |
| **Total Contingency** | **$3,949,621** | **16.49%** | | *% of Total Project Cost* |
| **Total Administration** | **$945,039** | **3.94%** | | *% of Total Project Cost* |

***UPDATED* BHCIP APPLICATION BUDGET ***

| | |
|---|---|
| ***TOTAL BOND BHCIP ROUND 2 FUNDING REQUEST*** | **$23,956,864.91** |
| **BREAKDOWN OF FUNDS REQUESTED** | **Amount** |
| | |
| REQUIRED MATCH AMOUNT (city, county, non-profit 10%) | $2,395,686 |

| SOURCES OF CAPITAL | Amount | Funding Source Details | |
|---|---|---|---|
| Bond BHCIP Round 2 | $23,956,865 | | |
| Other Grants | | | |
| Other Grants | | | |
| Other Bond Investments | | | |
| Other Bond Investments | | | |
| Equity/Other Funds | | | |
| Equity/Other Funds | | | |
| Debt | | | |
| Source of Match (specify) | | | |
| Cash | $4,000,000 | | The funding is a combination of approved General Funds and awarded Community Corrections Partnership Funds |
| Local funding | $4,000,000 | | |
| MHSA (CFTN) | | | |
| BHSA | $0 | | |
| Foundation/philanthropic support | | | |
| Opioid settlement funds for SUD facilities | | | |
| Incentive payments from managed care plans | | | |
| Other Sources | | | |
| Property | $0 | | |
| Buildings originally intended for another purpose | | | |
| Government and Tribal property | | | |
| Land trust | | | |
| Surplus land | | | |
| Other (land must be encumbered) | | | |
| Sunk Costs | $100,000 | | The funding is a combination of approved General Funds and awarded Community Corrections Partnership Funds |
| **Total Sources of Funds** | **$28,056,865** | | |

# Bond BHCIP Round 2: Unmet Needs

## Form 3: Development Team Information and Behavioral Health Experience

Instructions: Please complete the following tables with your development team's information (Table A) and experience relevant to acquiring, rehabilitating, and/or developing the proposed project (Table B).

**APPLICANT'S LEGAL ENTITY NAME:** County of Santa Barbara, a political subdivision of the State of California, acting through

### Table A: Development Team Information

| | Name | Company Name | Website | Email | Telephone Number | Address |
|---|---|---|---|---|---|---|
| **Primary/Co applicant** | Antonette Navarro, Director of Behavioral Wellness | County of Santa Barbara | www.countyofsb.org | anavarro@sbcbwell.org | 805-681-5220 | 315 Camino Del Remedio, Santa Barbara, CA 93110 |
| **Legal Representation** | County Counsel | County of Santa Barbara | www.countyofsb.org | | | 105 E. Anapamu Street, Santa Barbara, CA 93101 |
| **Construction Manager** | TBD | | | | | |
| **Development Management Firm** | Diana Estorga, Capital Division Chief<br>Scott Henriksen, Capital Division Manager | County of Santa Barbara, General Services Department | www.countyofsb.org | DiEstorga@countyofsb.org;<br>shenriksen@countyofsb.org | 805-698-1096;<br>805-705-8669 | 260 N. San Antonio Road, 2nd Floor, Santa Barbara, CA 93117 |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Owner's Representative** | Ashton Ellis, Contract Project Manager | County of Santa Barbara | | aellis@countyofsb.org | 916-718-6922 | 260 N. San Antonio Road, 2nd Floor, Santa Barbara, CA 93117 |
| **Architect** | Lorenzo Lopenz | Nacht & Lewis | nachtlewis.com | llopez@nachtlewis.com | 916-329-4000 | 600 Q Street, Suite 100, Sacramento, CA 95811 |
| **Civil Engineer** | TBD | | | | | |
| **General Contractor** | TBD | | | | | |
| **Specialty Consultant** | TBD | | | | | |
| **Specialty Consultant** | TBD | | | | | |
| **Specialty Consultant** | TBD | | | | | |
| **Specialty Consultant** | TBD | | | | | |
| | | | | | | |
| | | | | | | |

| Table B: Development Team Relevant Behavioral Health Project Experience | | | |
|---|---|---|---|
| | **Name** | **Years of Experience** | **Previous Projects** |
| **Primary/Co applicant** | Antonette Navarro | 20+ | Antonette Navarro is the Director of Behavioral Wellness and will collaborate with the Development Team to ensure the needs of our programs are met, including licensing and other care management aspects. |
| **Legal Representation** | | | |
| **Construction Manager** | | | |
| **Development Management Firm** | | | |
| **Owner's Representative** | | | |
| **Architect** | | | |
| **Civil Engineer** | | | |
| **General Contractor** | | | |
| **Specialty Consultant** | | | |
| **Specialty Consultant** | | | |

| | | | |
|---|---|---|---|
| **Specialty Consultant** | | | |
| **Specialty Consultant** | | | |
| | | | |
| | | | |

# Bond BHCIP Round 2: Unmet Needs
# Form 4: Design, Acquisition, and Construction Milestone Schedule

| | |
|---|---|
| **Applicant Entity Name:** | County of Santa Barbara, Department of Behavioral Wellness |
| **Lead Authorized Representative or Project Director Name:** | Antonette Navarro |

Instructions: Please provide the best estimates for completion dates for each of the following milestones. Consult your professional development team to establish milestone completion dates. These milestones will form the basis for your project's payment schedule.

## *Estimated Milestones*

| PHASE | MILESTONE | ESTIMATED COMPLETION DATE (or N/A) |
|---|---|---|
| Phase 1: Planning and Pre-Development | Development team identified | July 2024 |
| | Business plan | N/A |
| | Feasibility study | N/A |
| | Real estate attorney hired | N/A |
| | Architect hired | July 2024 |
| | Site programming | March 2025 |
| | Fit study | March 2025 |
| | Stakeholder support | March 2025 |
| Phase 2: Design Development | Schematic drawings started | September 2026 |
| | Construction manager hired | September 2026 |
| | Engineering teams (civil/structural/MEP) hired | September 2026 |
| | Schematic drawings complete | October 2026 |
| | Preliminary plan review at planning department | October 2026 |
| | Design drawings started | October 2026 |
| | Design drawings complete | December 2026 |
| Phase 3: Shovel Ready | Construction drawings started | December 2026 |
| | General contractor Request for Proposals (RFP) started | Design-Build RFQ: April 2026 |
| | General contractor selected | Design-Build Entity: August 2026 |
| | Construction contract (GMAX) executed | GMP Reached: January 2027 |
| | Construction drawings 85% complete | February 2027 |
| | Construction drawings submitted for building permit | February 2027 |
| | Building permit Issued | June 2027 |
| Phase 3: Shovel Ready/Acquisition | Interiors and operating systems finalized | N/A |
| | Properties identified | August 2024 |
| | Letter of Intent (LOI) delivered | N/A |
| | Purchase and Sale (PSA) delivered | N/A |
| | PSA executed | N/A |
| | Physical needs assessment finished | N/A |
| | Community support approvals secured | N/A |
| | Legal review of title/PSA/due diligence completed | N/A |
| | Will Serve Letters approved | N/A |
| | Due diligence ends | N/A |
| | Non-refundable deposit delivered | N/A |
| | Land closing/encumbered (post-building permit) | N/A |
| Final Phase: Construction | Break ground/start construction | July 2027 |
| | Foundations complete | November 2027 |
| | Exterior envelope complete | March 2028 |
| | Finish construction | September 2028 |
| | Fixtures and equipment delivery | November 2028 |
| | Walk-through/sign-off | December 2028 |
| | All liens lifted/final payments | January 2029 |
| | Temporary Certificate of Occupancy issued | January 2029 |
| Project Completion | Interiors and operating systems finalized | N/A |
| | Start operations | June 2029 |

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# Bond BHCIP Round 2: Unmet Needs
# Form 5: Applicant's Certification of Prevailing Wage

I, Antonette Navarro _____, as Lead Authorized Representative of

County of Santa Barbara Department of Behavioral Wellness
_____ (insert name of entity applying), certify that:

1. The information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I possess the legal authority to submit this certification on behalf of the Applicant.
3. I am providing this information in conjunction with an application for funding from the State of California pursuant to the Department of Health Care Services' (DHCS') Bond Behavioral Health Continuum Infrastructure Program (BHCIP) and acknowledge that the State and Advocates for Human Potential, Inc. (AHP), the administrative entity for BHCIP, are relying on this information in awarding grant funds.
4. As part of the application, Applicant has submitted a construction budget for North County SRFs _____ ("Project"),two 16-bed Social Rehabilitation Facilities serving individuals experiencing an acute mental health crisis in a home-like, short-term setting. The construction budget was prepared with the assistance of a licensed contractor, architect, or experienced construction manager, and specifically adheres to the compliance requirements that all construction work will be performed by skilled workers being paid current prevailing wages for the Project's region, pursuant to California Labor Code Section 1720 et seq. I further certify that Applicant shall, in constructing the Project, meet the prevailing wage requirements for construction projects in the State of California (Lab. Code, Sec. 1720 et seq.). **Applicant shall, prior to commencing construction of the Project, provide a certification of compliance with California's prevailing wage law, registration with the California Department of Industrial Relations (DIR). The certification shall (a) verify that prevailing wages have been or will be paid, (b) verify that labor records will be maintained and made available to any enforcement agency upon request, (c) verify that Applicant's contractor is or will be registered with DIR, and (d) be signed by the general contractor(s) and the Applicant.**

The Applicant shall indemnify, defend, and hold harmless AHP and DHCS against any and all liabilities to third persons and other losses and for any other costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements, or penalties, as a result of any claim or liability resulting from the failure of the Sponsor (or its lower-tier subcontractors or consultants) pertaining or relating to implementing the Prevailing Wage requirement.

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I certify that the above information is true and correct, and that the Applicant will comply with all requirements set forth above as a condition of receiving the grant funds.

DocuSigned by:
Antonette "Toni" Navarro
2095C5A16FE1474...

Signature of Lead Authorized Representative

10/8/2025

Date

Antonette Navarro

Typed Name of Signatory

Director of Behavioral Wellness

Title of Signatory

Docusign Envelope ID: 0E7B9202-4344-41B5-B4B2-795CEF793EE4

# Bond BHCIP Round 2: Unmet Needs
# Form 6: Applicant's Certification of Funding Terms

I, Antonette Navarro, as the Lead Authorized Representative of

County of Santa Barbara Department of Behavioral Wellness

_____ (name of entity applying) certify that:

1. The information, statements, and attachments included in this application are, to the best of my knowledge and belief, true and correct.

2. I possess the legal authority to submit this application on behalf of the entity identified as the Applicant for funding.

3. The following is a complete disclosure of all identities of interest—of all persons or entities, including affiliates, that will provide goods or services to the Department of Health Care Services' (DHCS') Bond Behavioral Health Continuum Infrastructure Program (BHCIP) project ("Project") either (a) in one or more capacity or (b) that qualify as a "Related Party" to any person or entity that will provide goods or services to the Project. "Related Party" is defined in Section 10302 of Title 4 of the California Code of Regulations (CTCAC Regulations).
4. *(List all identities of interest in the box below.)*

| |
|---|
| County of Santa Barbara Department of General Services |

5. As of the date of the application, the Project, or the real property on which the Project is proposed ("Property"), is not party to or the subject of any claim or action at the state or federal appellate level.

6. Grantees shall promptly notify DHCS in writing for changes that will impact the scope of the potential Project, including the Project's physical location/address, Statement of Work (SOW), and/or timeline for completion of the Project. Grantees will need to submit a formal change request to DHCS. Any changes to the original Project application may result in withdrawal of the conditional award.

7. Grantees are responsible for ensuring that their Project is on schedule and on budget. Grantees who are awarded Bond BHCIP funds shall be solely responsible for any costs to complete the Project in excess of the program funds award amount. Neither DHCS nor Advocates for Human Potential, Inc. (AHP) will be responsible for any cost overruns.

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8. I have disclosed and described below any claim or action undertaken that affects or potentially affects the feasibility of the Project. In addition, I acknowledge that all information in this application and attachments is public and may be disclosed by the State.
9. I understand and agree that DHCS will require Eligible Applicants to submit a complete application with all required documents. Further, I understand and agree that DHCS reserves the right to request clarification of unclear or ambiguous statements made in an application and other supporting documents.
10. I understand and agree with DHCS that funds awarded pursuant to the Program must be used to supplement, and not supplant, other funding available from existing local, state, or federal programs or from grants with similar purposes. Bond BHCIP funding may not be used for "reimbursement" of other funding sources for a similar purpose. Only costs incurred after the date of Notice of Bond BHCIP Conditional Award that are associated with completing the Project would be eligible for reimbursement, per the Welfare and Institutions Code, Section 5960.15.
11. I further warrant and certify that Applicant will comply with the following guidelines as a condition of receiving this funding:
    a. Applicant shall not impose unnecessary barriers to entry for justice-involved populations, to the extent possible and consistent with state law.
    b. Applicant shall serve the targeted population(s) when and as described within the application.
    c. Applicant commits to the provision of services and building use restrictions (property title shall be legally encumbered for required term) for 30 years after the expansion Project is placed in service.
    d. Applicant shall use professionally licensed and insured contractors to carry out the work required for the Project.
    e. Applicant shall comply with all applicable federal, state, and local relocation laws and shall have an approved relocation plan prior to proceeding with any phase of the Project that will result in the displacement of persons or businesses, if the proposed Project requires relocation of any current residents.
    f. Applicant shall adhere to the accessibility requirements set forth in California Building Code Chapter 11A and Chapter 11B and the Americans with Disabilities Act, Title II.
    g. Applicant shall meet the prevailing wage requirements for construction projects in the State of California (Lab. Code, Sec. 1720 et seq.). Applicant shall provide a certification of compliance with California's prevailing wage law, as well as all applicable federal prevailing wage law. The certification shall (a) verify that prevailing wages have been or will be paid, (b) verify that labor records will be maintained and made available to any enforcement agency upon request, and (c) be signed by the general contractor(s) and the Applicant.
    h. Applicant shall collect and report data to DHCS as required.

The Applicant shall defend, indemnify, and hold harmless the Authority and the State of California, and all officers, trustees, agents, and employees of the same, as well as Advocates for Human Potential, Inc. (AHP), the BHCIP third-party administrator, from and against any and all claims, losses, costs, damages,

Docusign Envelope ID: 0E7B9202-4344-41B5-B4B2-795CEF793EE4

or liabilities of any kind or nature, including attorneys' fees, whether direct or indirect, arising from or relating to the Grant or Project.

I certify that County of Santa Barbara Department of Behavioral Wellness [insert Applicant name] will receive, expend, and administer all funds received under this initiative pursuant to the terms outlined above and understand this is a condition of receiving such funds.

The information provided within the form and attached is true and correct.

DocuSigned by:
Antonette "Toni" Navarro
2095C5A16FE1474...

Signature of Lead Authorized Representative

10/8/2025

Date

Antonette Navarro

Typed Name of Signatory

Director of Behavioral Wellness

Title of Signatory

# Bond BHCIP Round 2: Unmet Needs
# Form 7: Community Engagement

All applicants will be expected to describe how they have engaged stakeholders and other community members in identifying the need for their project facility type(s). This will include ensuring that due diligence for zoning and planning support has been captured.

Instructions: Explain how stakeholders (e.g., local departments, county, city, etc.) and/or county behavioral health departments and community voices have been meaningfully involved in the visioning and development of this project. Examples of engagement may include advisory council meetings, focus groups, survey results, or stakeholder engagement sessions that pertain to behavioral health. An example has been provided.

**APPLICANT ENTITY NAME**: County of Santa Barbara Department of Behavioral Wellness

| Date | Type of Outreach (e.g., letter, call, community meeting) | Name/Title/Organization of Individual Contacted | Outreach Description | Local Needs/Concerns Identified |
|---|---|---|---|---|
| *Example: 5/20/25* | *Held community meetings and gathered local data on need for peer respite facilities in county.* | *Jane Smith, County Behavioral Health Department Director*<br><br>*Ed Watson, CEO of XYZ Health Plan* | *Reviewed needs assessments reports, used BHCIP Round 2 Planning Grant, held local stakeholder focus groups, and collaborated with local insurance providers that cover* | *With support from the Round 2 Planning Grant, the County conducted an assessment on how many peer respite facilities are in the community. Through this assessment, as well as focus groups and ongoing meetings with insurance providers, the County identified that peer* |

| | | | | |
|---|---|---|---|---|
| | | | *people served by Medi-Cal.* | *respite facilities are limited throughout the county. There is strong support that peer respite facilities are needed to meet the community need.* |
| 9/5/2024 | Presentation at MH | MHSA Steering Committee | Informed stakeholders of the | Stakeholders expressed their perceived need in the |
| 10/2/2024 | BWell CBO Collabo | Community partners | Informed stakeholders of the | Stakeholders asked about the possibility of expanding |
| 10/9/2024 | Depot Street In-Per | Community partners and Behavioral | Informed stakeholders of the | Stakeholders expressed perceived need in the |
| 10/16/2024 | Behavioral Wellnes | Behavioral Wellness Commission | Informed stakeholders of the | Stakeholders expressed perceived need in the |
| 10/23/2024 | Housing and Recov | Housing and Recovery Action Team | Informed stakeholders of the | Stakeholders expressed their perceived need in the |
| 11/5/2024 | UCSB Housing and | UCSB Basic Needs and Rapid Rehousing | Informed stakeholders of the | Stakeholders expressed their perceived need in the |
| 11/5/2024 | Board of Supervisc | Santa Barbara County Board of Supervisors | Presented resolution to the | Stakeholders expressed their perceived need in the |
| 9/25/2025 | Presentation to Cor | Community Corrections Partners | Secure support for the SREs and | Stakeholders expressed their perceived need in the |

**Bond BHCIP Round 2: Unmet Needs**
**Form 8: Schematic Design Checklist**

**Applicant Entity Name:** County of Santa Barbara, Department of Behavioral Wellness

**Lead Authorized Representative or Project Director:** Antonette Navarro

**Instructions:** Please complete this form by providing as much information as possible. Fill in yellow cells with the assistance of your development team. Ideally, your schematic design (SD) drawings will include all architectural and engineering technical information below to support the phase of development your project is in.

| | | Date Started | Date Completed |
|---|---|---|---|
| ☑ | **Civil Engineering** | | |
| | Site Dimension Control | November 2024 | December 2024 |
| | Off-Site Utilities | May 2025 | September 2025 |
| | Onsite Utilities | May 2025 | September 2025 |
| | Grading and Drainage | May 2025 | September 2025 |
| ☐ | **Structural Engineering** | | |
| | Foundation Design | July 2026 | November 2026 |
| | Garage Design | N/A | N/A |
| | Building Frame | July 2026 | November 2026 |
| ☑ | **Architectural/Interiors** | | |
| | Building and Site Plan | January 2025 | September 2025 |
| | Unit Plans and Finish Program | January 2025 | September 2025 |
| | Amenity Space Layout | January 2025 | September 2025 |
| | Area Tabulations | January 2025 | September 2025 |
| | Roof Design | May 2025 | September 2025 |
| | Exterior Elevations | May 2025 | September 2025 |
| | Exterior Materials | May 2025 | September 2025 |
| | Elevator Quality and Speed | N/A | N/A |
| ☐ | **MEP Engineering** | | |
| | HVAC Systems Design | July 2026 | November 2026 |
| | Electrical Systems | July 2026 | November 2026 |
| | Plumbing Systems | July 2026 | November 2026 |
| | Energy Conservation Concepts | July 2026 | November 2026 |
| ☐ | **Landscape Architecture** | | |
| | Landscape Design Concepts | July 2026 | November 2026 |
| | Hardscape Design Concepts | July 2026 | November 2026 |
| | Softscape Design Concepts | July 2026 | November 2026 |
| ☐ | **Development** | | |
| | Schedule Summary | July 2026 | November 2026 |
| | Soft Cost Summary | July 2026 | November 2026 |
| | Consultant Proposal Summary | | |
| | Building Tabulations Summary | September 2025 | October 2025 |
| | Full SD Drawing Set Review | July 2026 | November 2026 |
| | Building Elevations Review | | |
| | Building Core Spaces and Systems | | |
| | Unit Plan Review | | |
| | Site and Landscape Design Review | | |
| | Lighting Exterior Concepts Review | | |
| ☑ | **Construction** | | |
| | Hard Cost Budget Summary | September 2025 | October 2025 |

## Bond BHCIP Round 2 Form 9: Facility Financial Operating Pro Forma (Template)

***Instructions*** ***Please complete the table with professional estimates and projections for your facility's annual revenue (income) and annual expenses, in order to show annual net operating income.***

**APPLICANT ENTITY NAME: County of Santa Barbara, Department of Behavioral Wellness**

| | % annual growth | Any amounts placed in the green boxes will be multiplied each year by the annual growth percentage, which you can change. Type in the orange boxes to overwrite the amounts in those boxes, as needed. | | | | |
|---|---|---|---|---|---|---|
| **REVENUE** | 1.02 | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| Net Patient Service Revenue | | $4,473,873 | $4,608,090 | $4,746,332 | $4,888,722 | $5,035,384 |
| Total Operating Grants and Contracts | | $0 | $0 | $0 | $0 | $0 |
| Contributions/Fundraising Income | | $0 | $0 | $0 | $0 | $0 |
| Donated Goods and Services | | $0 | $0 | $0 | $0 | $0 |
| Net Assets Released from Restriction | | $0 | $0 | $0 | $0 | $0 |
| *Other Operating Revenue (BHSA/Realignment)* | | $1,446,849 | $1,490,254 | $1,534,962 | $1,581,011 | $1,628,441 |
| **Total Operating Revenue** | | **$5,920,722** | **$6,098,344** | **$6,281,294** | **$6,469,733** | **$6,663,825** |
| **EXPENSES** | 1.03 | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| Salaries and Related Expenses | | $2,872,151 | $2,958,315 | $3,047,065 | $3,138,477 | $3,232,631 |
| Benefits | | $861,647 | $887,496 | $914,121 | $941,544 | $969,791 |
| Payroll Taxes | | $201,050 | $207,081 | $213,294 | $219,693 | $226,283 |
| Rent | | $500,000 | $515,000 | $530,450 | $546,364 | $562,754 |
| Debt Service/Mortgage Payments | | $0 | $0 | $0 | $0 | $0 |
| Professional Contracted/Consultant Fees | | $160,000 | $164,800 | $169,744 | $174,836 | $180,081 |
| Supplies | | $134,936 | $138,984 | $143,154 | $147,448 | $151,872 |
| Insurance | | $64,294 | $66,223 | $68,210 | $70,256 | $72,363 |
| Travel and Training | | $24,326 | $25,056 | $25,807 | $26,582 | $27,379 |
| Licensing and Permits | | $0 | $0 | $0 | $0 | $0 |
| General Administration | | $0 | $0 | $0 | $0 | $0 |
| Facility Operation and Maintenance | | $22,546 | $23,222 | $23,919 | $24,637 | $25,376 |
| Printing/Postage | | $0 | $0 | $0 | $0 | $0 |
| Property Taxes/Local Fees | | $0 | $0 | $0 | $0 | $0 |
| Technology (Computers and Other Equipment) | | $37,646 | $38,775 | $39,939 | $41,137 | $42,371 |
| Telephone/Internet | | $10,000 | $10,300 | $10,609 | $10,927 | $11,255 |
| Utilities | | $28,000 | $28,840 | $29,705 | $30,596 | $31,514 |
| Other (Specify) Medical Records | | $1,122 | $1,156 | $1,190 | $1,226 | $1,263 |
| Other (Specify) Indirect Costs @ 20.4% | | $802,709 | $826,790 | $851,594 | $877,142 | $903,456 |
| **TOTAL OPERATING EXPENSES** | | **$5,720,427** | **$5,892,038** | **$6,068,801** | **$6,250,865** | **$6,438,389** |
| **Net Operating Income** | | $200,295 | $206,306 | $212,493 | $218,868 | $225,436 |

7 See Attachment C or go to Dept. of Developmental Services Reimbursement Rates.
8 This includes the SSI/SSP pass through effective January 1, 2017.
Printing and Postage Licensing and Permits Property Taxes

Advertising
Total Operating Expenses Rent or Loan Payments Total Expenses

Total Net Income (Loss)

500
$1,711
$6,000

500
$113,294
$30,396
$415,724

(-399,668)

Presumes property purchased for $600,000 with
$100,000 down payment

$500,000 loan for 30 years at 4.5%

(Revenue $160,056 minus Cost $415,724 = Loss

# County of Santa Barbara
## BOARD OF SUPERVISORS
## Minute Order

**September 23, 2025**

**Present:** 5 - Supervisor Lee, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT — File Reference No. 25-00821

**RE:** Consider recommendations regarding a Resolution authorizing application to and participation in the California Department of Health Care Services (DHCS) Bond Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2 Unmet Needs Program Grant Funds, as follows:

a) Adopt a Resolution that authorizes and directs the County's submission of one application (Application) for the California DHCS Bond BHCIP Round 2 Unmet Needs Program Grant Funds being administered by Advocates for Human Potential, Inc. for new construction of and expansion of services with two 16-bed Social Rehabilitation Facilities focused on crisis residential treatment located near the North Branch jail, in the Fifth District, by budgets to be developed by the County Department of General Services;

b) Direct the Department of Behavioral Wellness Director or designee to return to the Board of Supervisors for authority to execute a Program Funding Agreement and any additional funding requirements for a Bond BHCIP Round 2 Award; and

c) Determine that the above recommended actions are not a project that is subject to environmental review under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15378(b)(4) and (b)(5), finding that the actions are governmental funding mechanisms and/or administrative or fiscal activities that will not result in direct or indirect physical changes in the environment.

**A motion was made by Supervisor Nelson, seconded by Supervisor Lee, that this matter be acted on as follows:**

**a) Adopted;**

**RESOLUTION NO. 25-214**

**b) Directed; and**

**c) Approved.**

**The motion carried by the following vote:**

**Ayes:** 4 - Supervisor Lee, Supervisor Capps, Supervisor Nelson, and Supervisor Lavagnino

**Absent:** 1 - Supervisor Hartmann

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# RESOLUTION OF THE BOARD OF SUPERVISORS
# COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF AUTHORIZATING
APPLICATION TO AND PARTICIPATION
IN THE BOND BEHAVIORAL HEALTH
CONTINUUM INFRASTRUCTURE
PROGRAM ("BOND BHCIP") ROUND 2
UNMET NEEDS PROGRAM

RESOLUTION NO. 25-214

**WHEREAS**, the California Department of Health Care Services, through its contractor Advocates for Human Potential, Inc., ("**Department**") has issued a Request for Applications, dated May 30, 2025 ("**RFA**"), for the Bond BHCIP Round 2 (2025) Unmet Needs Program ("**Program**"). The Department has issued the RFA for Program grant funds pursuant to California Welfare and Institutions Code Sections 5965-5967.01 ("**Behavioral Health Infrastructure Bond Act of 2024**"); and

**WHEREAS**, the County of Santa Barbara, on behalf of its Department of Behavioral Wellness, a political subdivision of the State of California ("**Applicant**"), desires to apply for Program grant funds and may submit one application for Program grant funds ("**Application**") to the Department for review and consideration; and

**WHEREAS**, the Department is authorized to administer Bond BHCIP pursuant to the Behavioral Health Infrastructure Bond Act of 2024. Program funding allocations are subject to the terms and conditions of the RFA, the Application, Program Funding Agreement ("Program Funding Agreement"), and all other legal requirements of the Program.

**NOW, THEREFORE, BE IT HEREBY ORDERED AND RESOLVED** by the Board of Supervisors of the County of Santa Barbara, acting as the governing body of the County of Santa Barbara, as follows:

1. Applicant is hereby authorized and directed to submit one Application to the Department in response to the RFA, and to apply for Program grant funds as determined by budgets developed by County of Santa Barbara, Department of General Services.

2. If the Application is approved, and there is an award of Program grant funds to Applicant, the Director of the Department of Behavioral Wellness, or designee, is hereby authorized and directed to enter into, execute, and deliver the Program Funding Agreement for the total award amount, and all other documents required or deemed necessary or appropriate to secure the Program grant funds from the Department and to participate in the Program (collectively, the "**Program Documents**").

3. Applicant acknowledges and agrees that, once the Program Funding Agreement is a legally binding, enforceable contract, it shall be subject to the terms and conditions specified in the Program Funding Agreement; any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Program Funding Agreement; and funds are to be used for the allowable expenditures and activities identified in the Program Funding Agreement.

Docusign Envelope ID: 58A559EC-4F31-43A3-AF25-70B446784BB1

4. The Director of the Department of Behavioral Wellness, or designee (the "**Authorized Signatory**"), is authorized to execute the Application and the Program Documents on behalf of Applicant for participation in the Program.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Santa Barbara, this 23rd day of September, 2025.

AYES: Supervisors Lee, Capps, Nelson and Lavagnino
NOS: None
ABSTAIN: None
ABSENT: Supervisor Hartmann

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: Sheila dla Guerra
Deputy Clerk of the Board

LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: BB
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SHAFFER, CPA
AUDITOR-CONTROLLER

By: Signed by: Shawna Jorgensen DF6DB6D7D6344E6...
Deputy Auditor-Controller

## LORENZO LOPEZ, AIA, LEED AP
PRINCIPAL

**Registration:** Architect - CA C27981
**Years of Experience:** 25 with the firm I 30 total

**Education**
Bachelor of Architecture
California Polytechnic State University, San Luis Obispo

**Affiliations**
- American Institute of Architects (AIA), Central Valley Chapter
- AIA Academy of Architecture for Justice

**Qualifications & Responsibilities**
Lorenzo has planned all of Nacht & Lewis' justice facilities, including licensed correctional and out-of-custody behavioral health facilities, for two decades. Lorenzo has relevant project experience and first-hand knowledge of California Building Code facility design, especially as it relates to requirements for public buildings, public housing, and locked facilities where applicable.

He is a leader in the AIA's Academy of Architecture for Justice Knowledge Community, a national forum for the exchange of ideas with the goal of advancing the state of justice architecture, including behavioral health diversion, re-entry, and alternatives to incarceration. Lorenzo also consults with the Office of the State Fire Marshal (OSFM) on committees to interpret codes, author new code language, and create interpretive manuals. He has consulted as the liaison to the Office of the State Fire Marshal (OSFM) for CDCR, the Judicial Council of California, and counties and negotiated various alternate means and methods requests to overcome challenging code requirements.

**Relevant Experience**
- Mendocino County Psychiatric Health Facility, Mendocino, CA
- Mendocino County Crisis Residential Treatment Facility, Ukiah, CA
- Napa County Staff Secure Transitional Housing Facility, Napa, CA
- Solano County Behavioral Health Diversion and Adult Board and Care Facilities Project in Fairfield, CA
- Santa Barbara County North County Crisis Residential Treatment Facility, Santa Maria, CA
- Mono County Civic Center, Mammoth Lakes, CA
- CDCR Correctional Medical/Mental Health Housing (7 projects statewide)
- CDCR Enhanced Outpatient Facilities (4 projects statewide)
- Department of Veterans Affairs Medical Center (including secure psych), Mather, CA
- Amador County 40-Bed Jail Medical and Mental Health Addition, Amador, CA
- Butte County Jail/MH Housing Addition Bridging Design, Oroville, CA
- ColusaJail/MH Housing Addition Bridging Design, Colusa, CA
- El Dorado Jail/MH Housing Addition Design-Build, Placerville, CA
- Marin Correctional Facility – Accessibility Retrofits, San Rafael, CA
- Mendocino County Jail Special Needs Housing Addition, Ukiah, CA
- Sacramento County Branch Jail Medical/MH/Programs/Food Service Criteria Design, Elk Grove, CA
- Sacramento County ADA Assessment of Main and Branch Jails, Sacramento, CA
- Sacramento County Bridging/Concept Jail Health Services Addition, Sacramento, CA Planner
- Sacramento County Public Defender Office Tenant Improvement, Sacramento, CA
- Calaveras County Various Civic Center Renovations, San Andreas CA

### *WHY LORENZO?*

Lorenzo is an expert in design for behavioral health facilities, planning of civic buildings, and building codes. The majority of his work has been for California counties, often in rural parts of the state; he understands how to successfully deliver complex public projects. Of note, he is especially passionate about facilities that provide behavioral health serves due to his brother who has struggled with mental health issues his entire life as a paranoid schizophrenic.

# DESIGN FOR BEHAVIORAL HEALTH & SEQUENTIAL INTERCEPT MODEL

OCTOBER 3, 2025

nacht&lewis

## ABOUT US

Established in 1922, Nacht & Lewis plays a key role in shaping the community of California. We provide professional planning and architectural design services to public sector markets: civic, education, healthcare, justice, accessibility and public safety. Our portfolio includes a number of award-winning projects for federal, state, county and local government agencies.

The firm is led by five principals: Lorenzo Lopez, Eric Fadness, Mike Parrott, Brian Maytum, and Eric Sifuentes. Each principal specializes in their respective market sectors, allowing for an attentive and committed leader for each unique client. Nacht & Lewis has 37 professionals, including 12 licensed architects, 4 LEED accredited professionals, and a Division of the State Architect certified CASp accessibility individual.

### DESIGNING SPACES FOR WELL BEING

At Nacht & Lewis, we're deeply invested in projects that support behavioral health, especially those focused on diversion, reentry, and community-based programs. Established in healthcare and justice architecture, we're actively shaping the next generation of behavioral health facilities.

Our experience involves medical facilities that provide emergency services and acute psychiatric care and justice projects that integrate healthcare and behavioral health, including county and state correctional projects. We've designed over a dozen ground-up mental health housing and outpatient facilities for the California Department of Corrections and Rehabilitation (CDCR); all were subject to OSHPD (now HCAI) requirements and were essential hospitals within the CDCR campuses.

Nacht & Lewis is assisting Sacramento and Santa Barbara counties resolve mental health obstacles in their facilities in response to a consent decree and stipulated judgment respectively.

**FIRM CONTACT**
Lorenzo Lopez, AIA, LEED AP
Principal
llopez@nachtlewis.com
P: 916.329. 4009

Federal Identification Number: 94-2688872
Small Business Certification: 19813
California Corp. Number: C1003795

Napa County Staff Secure Transitional Housing Facility
**Napa, CA**

Our work includes:

» Specialty housing jail additions in Amador and Mendocino County are under construction.
» A multi-story intake and healthcare addition to the Sacramento Main Jail featuring a clinic, infirmary, and dedicated mental health housing.

Historically, behavioral health funding has been concentrated on in-custody care, but that's changing. The state now prioritizes out-of-custody facilities that reduce the demand for in-custody services, offering new opportunities to expand community-based care.

## WHAT WE DO

The services provided by our team includes the following:

› Architectural Design
› Building Information Modeling
› Code Analysis
› Construction Administration
› Cost Control
› Feasibility Studies
› Grant Funding Support
› Interior Design
› Master Planning
› Needs Assessments
› Post Occupancy Evaluation
› Programming
› Site Analysis
› Site Planning
› Space Planning
› Sustainable Design

## MENDOCINO COUNTY CRISIS RESIDENTIAL TREATMENT (CRT) FACILITY

*Designed as the state's only fully ADA-compliant facility with a home-like setting while balancing the need for anti-ligature design and operational efficiency.*

**Location:** Ukiah, California
**Construction Type:** New Construction
**Completion Date:** January 2022
**Final Construction Cost:** $3,101,669

The Crisis Residential Treatment facility offers social rehabilitation services in a safe, welcoming, non-institutional residential setting. The CRT shall provide a less restrictive but structured program as an alternative to hospitalization for individuals experiencing an acute psychiatric episode or crises who require 24-hour support in order to return to community living. Nacht & Lewis has completed the design planning and design of the Crisis Residential Treatment facility as the criteria architect for this project, which is currently in under construction. The project, located in the City of Ukiah, has received a grant from the California Health Facilities Finance Authority for the construction of the facility.

## SOLANO COUNTY BEHAVIORAL HEALTH DIVERSION AND ADULT BOARD AND CARE FACILITY

*A semi-secure campus with two 16-bed residential units with an administration and program building that includes inpatient and outpatient services.*

**Location:** Fairfield, California
**Construction Type:** New Construction
**Completion Date:** October 2022
**Final Construction Cost:** $12,000,000

The Behavioral Health Diversion and Adult Board and Care Facilities Project in Fairfield, CA is a new licensed behavioral health treatment residential campus consisting of three (3) new buildings of approximately 12,600 combined gross square feet on a one-acre site to support a total of 32 beds for adult residents experiencing mental illness and facing risk of housing insecurity. This diversion program enhances the existing campus services, which includes a public clinic, social services office, and mental health/substance abuse facility. The multi-building complex features two single-story residential units with 16 beds each, a commons building for administrative functions and various treatment programs, and outdoor spaces designed for recreation and socialization, all within a landscape of water-efficient, low-maintenance plants. The new campus will help divert Solano County Health and Social Service clients from the criminal justice system or homelessness and improve their quality of life through mental health treatment services.

## MENDOCINO COUNTY PSYCHIATRIC HEALTH FACILITY (PHF)

*A secure 16-bed facility, super PHF licensed under the California Department of Health Care Services providing office space for the National Alliance on Mental Illness.*

**Location:** Ukiah, California
**Construction Type:** New Construction
**Completion Date:** In Progress
**Final Construction Cost:** $13,300,000

Mendocino County Code entitled the "Mental Health Treatment Act" adopting a county transaction (sales) and use tax for the specific purpose of funding improved services, treatment and facilities for persons with mental health conditions. Nacht & Lewis was selected to provide planning and design services for the Psychiatric Health Facility (PHF). The PHF will be a locked facility, of up to 16-beds, that operates 24-hours, 7 days a week providing observation and treatment for individuals experiencing an acute mental illness under licensed psychiatric direction.

## NAPA COUNTY STAFF SECURE TRANSITIONAL HOUSING FACILITY

*Originally designed for reentry programming, this facility is now being considered for diversion programs. A recent grant application aims to repurpose it as a Mental Health Rehabilitation Center, Sobering Center, and Residential Treatment facility including withdrawal management.*

**Location:** Napa, California
**Construction Type:** New Construction
**Completion Date:** June 2019
**Final Construction Cost:** $16,000,000

The Napa County Department of Corrections facility includes a 72-bed, 20,962 sq. ft. staff-secure facility (State of California Board of State and Community Corrections (BSCC) Type IV). This minimum-custody correctional facility provides an environment that fosters cognitive-behavioral change and allows individuals to build a foundation for transition back into the community. The county received a conditional funding award of $13 million through SB1022 for the design and construction of the new facility. As the first project of a multi-phased, master-planned relocation of Napa County's main jail, the project includes bringing new utility infrastructure from off-site to support the new facility and the future build-out of the new jail.

## UC DAVIS HEALTH C ST. INFUSION AND INTERVENTION PSYCHIATRY CLINIC

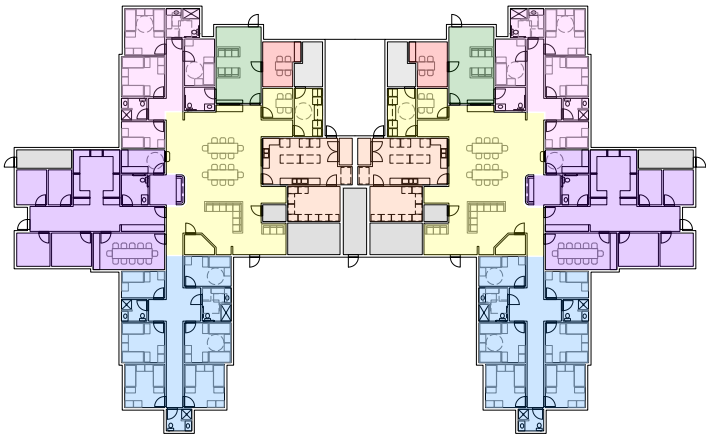
**Location:** Sacramento, California
**Construction Type:** Tenant Improvement
**Completion Date:** May 2025
**Construction Budget:** $21,000,000

Nacht & Lewis provided comprehensive design services, covering all phases from programming and planning to construction, for a 15,500 sq. ft. tenant improvement project. This project included the creation of a new infusion therapy clinic with a compounding pharmacy and an advanced psychiatric therepeutics clinic specializing in Transcranial Magnetic Stimulation (TMS) and other advanced therapies for treating depression.

Nacht & Lewis led a code analysis to determine the feasibility of converting an existing unlimited area building, constructed with Type IIB and VB construction, into an I-2.1 occupancy clinic. Due to the building's age and history of varied uses, its classification was inconsistent.

In collaboration with Jensen Hughes, the UCDH Fire Marshal's Office, and city officials, the team confirmed the building's suitability as an accessory use for I-2.1 occupancy, ensuring code compliance and supporting UC Davis Health's clinical expansion goals.

## SANTA BARBARA COUNTY CRISIS RESIDENTIAL TREATMENT CENTER



**Location:** Santa Maria, California
**Construction Type:** New Construction
**Completion Date:** In Progress
**Construction Budget:** TBD (Grant Package Awaiting Funding)

Nacht & Lewis assisted in programming and concept design for two 16-bed facilities as part of a grant application for state funding. Similar to the Napa County project, the concept and estimate were provided to the county as part of their Grant Application for Behavioral Health Continuum Infrastructure Program (BHCIP) funding through the California Department of Healthcare Services.

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# Sequential Intercept Model

**Sacramento County**
**911 Communications Center Tenant Improvements**
Elk Grove, CA

**City of Sacramento**
**911 Dispatch & Training Facility**
Sacramento, CA

**Superior Court of CA**
**Solano Courts Tenant Improvements**
Fairfield, CA

**Superior Court of CA**
**Plumas-Sierra Courthouse**
Portola, CA

**Mono County Civic Center**
Mammoth Lakes, CA

**BHCIP Grant Funding Support**
- Napa County - Residential Treatment/Mental Health Resource Center/Sobering/Detox
- Santa Barbara County - Crisis Residential Treatment/Jail Diversion

COMMUNITY

**INTERCEPT 0**
Community Services

**Crisis Lines**

**Crisis Care Continuum**

**INTERCEPT 1**
Law Enforcement

**911**

**Local Law Enforcement**

**INTERCEPT 2**
Initial Detention / Initial Court Hearings

**Initial Detention**

**First Court Appearance**

**INTERCEPT 3**
Jails / Courts

**Specialty Court**

**Jail**

**Dispositional Court**

**INTERCEPT 4**
Reentry

**Prison Reentry**

**Jail Reentry**

**INTERCEPT 5**
Community Corrections

Violation

**Parole**

Violation

**Probation**

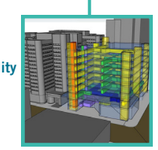
COMMUNITY

**Mendocino County**
**Crisis Residential Treatment Facility**
Ukiah, CA

**Mendocino County**
**Psychiatric Health Facility**
Ukiah, CA

**Solano County**
**Mental Health Diversion and Adult Board and Care Facility**
Fairfield, CA

**Sacramento County Main Jail**
Sacramento, CA



**Sacramento County**
**Intake/Health Service Facility**
**Programming/Concepts** - Complete
**Bridging Documents** - On Hold
Sacramento, CA

**Robert Matsui Federal Courthouse**
Sacramento, CA

**CDCR** - Statewide
**7 Mental Health Housing**
**4 Enhanced Outpatient Facilities**

**Napa County**
**Staff Secure Transitional Housing Facility**
Napa, CA

**Napa County Probation** - In Progress
Napa, CA

## THE FUTURE OF BEHAVIORAL HEALTH PROJECTS

As grant funding fuels new behavioral health initiatives, many counties are navigating the complexities of project delivery for the first time. These projects demand experienced design teams that understand the nuances of agency approvals, construction regulations, and funding constraints. Much like the early days of state jail funding, success hinges on selecting architects and engineers with specialized expertise in this space.

At Nacht & Lewis, we're committed to supporting counties and architecture and engineering firms in navigating these challenges. Whether it's understanding funding requirements, evaluating project delivery methods, or designing facilities that balance security with care, we're here to help.

nacht&lewis

**Nacht & Lewis Architects, Inc.**
600 Q Street, Suite 100 | Sacramento, CA 95811
T: 916.329.4000
» nachtlewis.com

# CONDITION OF TITLE

Issued By:

Fidelity National Title Insurance Company

Guarantee Number:

**FSBA-425240094**
**Amendment A**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**
a corporation, herein called the Company

## GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

**Fidelity National Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

**Fidelity National Title Company**
**3700 State Street, Suite 100**
**Santa Barbara, CA 93105**

Countersigned By:

Authorized Officer or Agent

NATIONAL TITLE INSURANCE COMPANY FIDELITY CORPORATE SEAL

| ISSUING OFFICE: |
|---|
| Title Officer: Steven Amenta<br>Fidelity National Title Company<br>3700 State Street, Suite 100<br>Santa Barbara, CA 93105<br>Phone: (805)879-9414 x9414<br>Main Phone: (805)879-9400<br>Email: Samenta@fnf.com |

## SCHEDULE A

| Amount of Liability | Fee | Title Officer |
|---|---|---|
| $5,000.00 | $500.00 | Steven Amenta |

Date of Guarantee: October 7, 2025 at 07:30 AM

1. Name of Assured: County of Santa Barbara

2. The estate or interest in the Land which is covered by this Guarantee is:

   A Fee

3. The Land referred to in this Guarantee is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. ASSURANCES:

   According to the Public Records as of the Date of Guarantee,

   a. Title to the estate or interest in the Land is vested in:

      County of Santa Barbara

   b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

**END OF SCHEDULE A**

# EXHIBIT "A"

Legal Description

**For APN/Parcel ID(s): 113-210-024, 113-210-023, 113-210-022, 113-210-025, 113-210-026 and 113-210-027**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Being a portion of Subdivision No. 5 as allotted to Isaac Goldtree in the Final Decree of Partition of the Rancho Punta de la Laguna, a copy of which recorded December 7, 1880 in Book W of Deeds, Page 333, in the office the County Recorder, County of Santa Barbara, State of California, more particularly described as follows:

Beginning at a point in the Easterly line of said Subdivision No. 5, said point being the centerline intersection of Black Road and Betteravia Road as shown on the Record of Survey filed in Book 87 of Records of Survey, Page 96, as a set nail and tag marked LS 3485; thence

First - S00º41'25"W, along said centerline and said Easterly line, 1412.60 feet to a point; thence,

Second - N89º18'35"W departing said centerline and said Easterly line, 1627.61 feet to a point of intersection with the Southerly prolongation of the Easterly line of an existing dirt farm road, as said road exists today; thence,

Third - N00º13'32"E along said prolongation, said Easterly line of said existing dirt farm road, and its Northerly prolongation, 1279.16 feet to a point of intersection with the Southerly line of said Betteravia Road, said road is described in the Deed to the County of Santa Barbara recorded August 27, 1947 as Instrument No. 11628 in Book 738 of Official Records, Page 413, in the office of said County Recorder; thence,

Fourth - N86º54'11"E along the Southerly line of said Betteravia Road as described in said deed, 1611.51 feet to a point of intersection with the Westerly line of said Black Road, 60.00 feet wide, said Westerly line being 30.00 feet Westerly of said centerline of Black Road and 30.00 feet Westerly of said Easterly line of said Subdivision No. 5, said point being depicted on said Record of Survey; thence,

Fifth - N00º41'25"E along said Westerly line, said line being 30.00 feet Westerly of and parallel with said Easterly line of Subdivision No. 5 and said centerline of said Black Road, 25.05 feet to Station 138+76.24, the point of beginning for the land described in said deed to the County of Santa Barbara for said Betteravia Road; thence,

Sixth - along the control line described in said deed to the County of Santa Barbara for said Betteravia Road, N86º54'11"E, 30.07 feet to the point of beginning.

Above described land is shown on Record of Survey recorded in Book 178 Page 15 of Record of Survey, in the office of the County Recorder of said County.

EXCEPTING therefrom 60% of 100% of the oil, gas, gasoline, asphaltum and other hydrocarbon substances of whatever category in and under said land, but without rights to the surface thereof above a depth of 500 feet, as conveyed by the Union Sugar Company, a California corporation to SMV Minerals, Inc., a California corporation, by deed recorded June 15, 1972 as Instrument No. 22088 in Book 2406, Page 199 of Official Record.

# SCHEDULE B

**1. REAL ESTATE TAXES:**

a. There were no taxes levied for the fiscal year 2025-2026 as the property was vested in a public entity.

b. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

c. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

**2. THE FOLLOWING DEFECTS, LIENS AND ENCUMBRANCES (WHICH ARE NOT NECESSARILY SHOWN IN THEIR ORDER OF PRIORITY) AGAINST THE INTEREST:**

a. Water rights, claims or title to water, whether or not disclosed by the public records.

b. Rights of the public as to any portion of the land lying within the area commonly known as any public street or highway.

c. The rights for electrical transmission line in favor of Midland Counties public services corporation over an undisclosed portion of said land in the deed recorded December 28, 1916 in Book 156, Page 502 of Deeds, and re-recorded January 15, 1917 in Book 158, Page 174 of Deeds.

Pacific Gas & Electric Company, a corporation, succeeded to the interests of Midland Counties Public Service Corporation by deed dated December 31, 1938 and recorded February 7, 1939 as Instrument No. 1013 in Book 455, Page 290, et seq., of Official Records.

d. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas & Electric Company, a California corporation
Purpose: Poles
Recorded: July 24, 1942, Instrument No. 5644, Book 556, Page 36, of Official Records
Affects: Easterly portion of said land

e. That certain interest, (whether fee or easement), as granted to the County of Santa Barbara and the rights incidental there to as set forth in a document

Purpose: Public road
Recorded: December 31, 1968 as Instrument Nos. 40338 & 40339 in Book 2257, Page 391 thru 395, Official Records
Affects: That portion of said land lying within Betteravia Road

f. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: State of California
Purpose: State water project waterlines
Recorded: February 5, 1996, Instrument No. 96-6842, of Official Records
Affects: An Easterly portion of said land

## SCHEDULE B
(continued)

Restrictions on the use, by the owners of said land, of the easement area as set forth in the easement document shown hereinabove.

Reference is made to said document for full particulars.

g. Matters contained in that certain document

Entitled: "Judgement After Trial Santa Maria Groundwater Litigation Santa Barbara Superior Court Lead Case No. 1-97-CV-770214"
Plaintiff: Santa Maria Valley Water Conservation District City of Santa Maria, et al.
Defendents: City of Santa Maria, et al.
Recorded: March 25, 2008, Instrument No. 2008-16608, of Official Records

Matters contained in that certain document

Entitled: "Notice of Entry of Judgment and Certificate of Electronic Service Santa Maria Groundwater Litigation Santa Barbara Superior Court Lead Case No. 1-97-CV-770214"
Plaintiff: Santa Maria Valley Water Conservation District City of Santa Maria, et al.
Defendents: City of Santa Maria, et al.
Recorded: June 19, 2014, Instrument No. 2014-27774 of Official Records

Reference is hereby made to said documents for full particulars.

h. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: July 17, 2015
Lessor: County of Santa Barbara, a Political Subdivision of the State of California
Lessee: Department of Corrections and Rehabilitation of the State of California
Recording Date: August 4, 2015
Recording No.: Instrument No. 2015-0041634 of Official Records

Among other things, said document provides: right of first offer

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Reference is hereby made to said document for full particulars.

i. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Golden State Water Company, a California corporation
Purpose: A permanent easement for the present and future construction, reconstruction, operation, repair, and maintenance of public utilities including but not limited to waterlines, a water meter and with such accessory parts and structures, and with all surface, subsurface and other utilities and appurtenances thereto and for right of way purposes to permit pedestrian and vehicular ingress and egress and passage across such real property, as necessary for installing, constructing, operating, maintaining and replacing Facilities
Recorded: March 1, 2019, Instrument No. 2019-0008242 of Official Records
Affects: A portion of said land

## SCHEDULE B
(continued)

Reference is hereby made to said document for full particulars.

j. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

| | |
|---|---|
| Granted to: | Laguna County Sanitation District |
| Purpose: | Access easement for the present and future construction, reconstruction, operation, repair, and maintenance of public utilities and for right of way purposes to permit pedestrian and vehicular ingress and egress and passage across such real property, as necessary for installing, constructing, operating, maintaining and replacing at surface grade and subsurface Facilities |
| Recorded: | March 1, 2019, Instrument No. 2019-0008243 of Official Records |
| Affects: | Portion of said land |

Reference is hereby made to said document for full particulars.

k. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

| | |
|---|---|
| Granted to: | Laguna County Sanitation District |
| Purpose: | For the present and future construction, reconstruction, operation, repair, and maintenance of public utilities and for right of way purposes to permit pedestrian and vehicular ingress and egress and passage across such real property, as necessary for installing, constructing, operating, maintaining and replacing Facilities |
| Recorded: | March 1, 2019, Instrument No. 2019-0008244 of Official Records |
| Affects: | A portion of said land |

Reference is hereby made to said document for full particulars.

l. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

m. This Guarantee is not a commitment or any indication the Company is willing to insure any future purchaser or lender. The Company may have additional exceptions and/or requirements that appear in an offer of insurance and any final policy of title insurance and the Company reserves the right to decline to insure any future purchaser or lender for any reason it may see fit to do so.

**3. THE FOLLOWING MATTERS ARE DISCLOSED BY NAME ONLY AND THE COMPANY, WITHOUT ADDITIONAL INFORMATION, IS UNABLE TO DETERMINE WHETHER ANY OR ALL OF THESE MATTERS ARE DEFECTS, LIENS OR ENCUMBRANCES AGAINST THE INTEREST:**

a. None

**END OF SCHEDULE B**

## EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.

(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.

(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.

(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.

(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

## GUARANTEE CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.

(b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.

(f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

### 2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### 4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4 (a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

(continued)

**5. PROOF OF LOSS OR DAMAGE**

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY**

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

**7. LIMITATION OF LIABILITY**

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

**9. PAYMENT OF LOSS**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

**10. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

(continued)

**11. ARBITRATION**

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is Two Million And No/100 Dollars ($2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars ($2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**13. SEVERABILITY**

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**14. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**15. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

Fidelity National Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

**END OF CONDITIONS**

N

Black Road

West Betteravia Road

PROPOSED CRISIS RESIDENTIAL
TREATMENT FACILITY

# PREFACE TO OPINION OF PROBABLE COST

The Opinion of Probable Cost hereunder has been compiled from drawings and specifications believed to be an accurate portrayal of the project as drawn and indicated by the architect and/or engineers on drawings. If said drawings and specifications are incomplete, the project cost engineer has included those items which would usually appear in final drawings and specifications for a complete project in a manner ordinarily prudent under the circumstances. Specialty items unknown to the cost engineer will not normally be included unless communicated through the architect and/or engineers.

The user is cautioned that changes in the scope of the project or the drawings and specifications after the Opinion of Probable Cost has been submitted can cause cost changes and the cost engineer should be notified for appropriate addenda to be issued to the Opinion of Probable Cost.

Escalation has been added to the Opinion of Probable Cost to the anticipated start of construction on the whole project. The escalation is based on a starting date believed to be accurate; however, unwarranted delays should be cause for added escalation at the current rate.

The Opinion of Probable Cost has also been adjusted for geographical location based on local material and labor rates as well as local construction practice in a prevailing wage environment.

In the Current Buyer's market for construction, our experience shows the following results on competitive bids, as a differential from final Opinion of Probable Cost.

| | |
|---|---|
| 1 Bid, (Sole Sourced or Negotiated) | + 15% to +38% |
| 2 - 3 Bids | + 8% to +12% |
| 4 - 5 Bids | + 4% to - 4% |
| 6 - 7 Bids | - 5% to - 7% |
| 8 or more bids | - 8% to - 20% |

***Accordingly, it is extremely important that the owner maintain continuous contact with the bidders during the bid period to assure a minimum of 4 - 5 Bids***

**Opinion of Probable Cost**

An Opinion of Probable Cost shall be construed as an indefinite evaluation of cost based on similar structures, produced from plans and/or criteria during early stages of design commonly indicated as schematic or concept level. The cost engineer will add items which are not on the plans and use judgment but cannot know in total what the architect/engineer will later include.

In providing Opinion of Probable Costs, the Client understands that the consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's Opinion of Probable Costs are made on the basis of the Consultant's professional judgment and experience and historical costs and data as the basis of pricing. The Consultant does not provide warranty or expressedly imply the bids or the negotiated cost of the work will not vary from the Consultant's Opinion of Probable Cost.

The Opinion of Probable Cost is comprised of a survey of the quantities measured from the plans and specifications beyond the schematic stage commonly known as design development or working drawings. The estimator will add those items which may not appear on the plans but which he deems may later be included by the Architect & Engineers.
The total cost is based on the work being performed by a single prime contractor in a continuous phase with construction.

The Opinion of Probable Cost will make the assumption that the following will be covered separately or not required for this project, unless specifically noted.

1. Hazardous abatement
2. Offsite work
3. Utility company fees, unless otherwise noted.
4. Any unforeseen subterranean conditions or objects

**CONTINGENCY**

The Owner and the Consultant agree that certain costs and changes may be required, and therefore, the final construction cost of the Project may exceed the Opinion of Probable Cost.

**BID**

An offer to enter into a contract at a fixed price good for a limited length of time.

**SOFT COSTS - Not included in Current Cost Estimate**

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

Sierra West Group
CONSTRUCTION CONSULTANTS

## COMPLETE SUMMARY

GROSS SF: 15,460
**ARCHITECT:** **Nacht & Lewis** DATE: 7-Oct-25

| | CURRENT ESTIMATE | GFA | | | TOTAL COST | BLDG $/GSF | TOTAL BLDG $/GSF |
|---|---|---|---|---|---|---|---|
| | | | | | | GROSS SF: | 15,460 |
| | SITE WORK | | | | $3,398,812 | | |
| | OFF SITE WORK | | | | NOT ANTICIPATED | | |
| | CRISIS RESIDENTIAL FACILITY | 15,460 | SF | | $10,000,600 | $866.71 | |
| **SUBTOTAL CONSTRUCTION** | | **15,460** | SF | | **$13,399,412** | **$866.71** | |
| 19.0 | GENERAL CONDITIONS | | | 8.0% | $1,071,953 | $69.34 | |
| 20.0 | CONTINGENCY | | | 15.0% | $2,170,705 | $140.41 | |
| 21.0 | DBE DELIVERY MARK UP STRUCTURE | | | | NOT ANTICIPATED | | |
| 22.0 | OVERHEAD & PROFIT | | | 5.0% | $832,103 | $53.82 | |
| 23.0 | BONDS AND INSURANCE | | | 2.0% | $349,483 | $22.61 | |
| **DBB DELIVERY** | EXCLUDES - BLDR'S RISK INS., CCIP/ SUB DEFAULT INSURANCE | | | | | | |
| **SUBTOTAL MARK UPS** | | | | | **$4,424,244** | **$286.17** | |
| **SUBTOTAL CONSTRUCTION - TODAY'S DOLLARS** | | | | | **$17,823,656** | **$1,152.89** | $1,152.89 |
| | | Months | | Monthly Inflation | | | |
| | Escalation to January 2027 from Estimate Preparation Date (8% Annual) | 14 | | 0.67% | $1,663,541 | $107.60 | $107.60 |
| **TOTAL COST OF CONSTRUCTION ON BID DAY** | | **15,460** | | | **$19,487,197** | **$1,260.49** | |

| **ALTERNATE** | **TOTAL W. MARK UP'S** |
|---|---|
| EMERGENCY GENERATOR - 500KVA | **$899,359** |

| | | | |
|---|---|---|---|
| **TOTAL COST OF CONSTRUCTION ON BID DAY** | **$20,386,556** | **$1,318.66** | |

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
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Sierra West Group
CONSTRUCTION CONSULTANTS

## COMPONENT COST SUMMARY

GROSS SF: 15,460
**ARCHITECT:** **Nacht & Lewis** DATE: 7-Oct-25

| SYSTEM | CRISIS RESIDENTIAL FACILTY | | COST W/O MARK UP | $/GSF |
|---|---|---|---|---|
| | SITE WORK | | $3,398,812 | $219.85 |
| **TOTAL SITE WORK** | | | **$3,398,812** | **$219.85** |
| 1.0 | FOUNDATION | | $243,350 | $15.74 |
| 2.0 | VERTICAL STRUCTURE | | $145,490 | $9.41 |
| 3.0 | FLOOR & ROOF STRUCTURE | | $407,250 | $26.34 |
| 4.0 | EXTERIOR CLADDING | | $2,147,660 | $138.92 |
| 5.0 | ROOFING | | $258,360 | $16.71 |
| **SHELL** | | | **$3,202,110** | **$207.12** |
| 6.0 | INTERIOR PARTITION | | $1,512,437 | $97.83 |
| 7.0 | INTERIOR FINISHES | | $482,802 | $31.23 |
| **INTERIORS** | | | **$1,995,239** | **$129.06** |
| 8.0 | MISC. EQUIPMENT | | $569,715 | $36.85 |
| **FUNC. EQUIPMENT** | | | **$569,715** | **$36.85** |
| 10.0 | PLUMBING | | $720,000 | $46.57 |
| 11.0 | HVAC | | $1,233,186 | $79.77 |
| 12.0 | ELECTRICAL | | $2,048,450 | $132.50 |
| **MECHANICAL / ELECTRICAL** | | | **$4,233,536** | **$273.84** |
| **TOTAL BUILDING** | | | **$10,000,600** | **$646.87** |
| **SUBTOTAL SITE WORK AND BUILDING CONSTRUCTION** | | | **$13,399,412** | **$866.71** |
| 19.0 | GENERAL CONDITIONS | 8.0% | $1,071,953 | $69.34 |
| 20.0 | CONTINGENCY | 15.0% | $2,170,705 | $140.41 |
| 22.0 | OVERHEAD & PROFIT | 5.0% | $832,103 | $53.82 |
| 23.0 | BONDS AND INSURANCE | 2.0% | $349,483 | $22.61 |
| **SUBTOTAL MARK UPS** | | | **$4,424,244** | **$286.17** |
| **SUBTOTAL CONSTRUCTION - TODAY'S DOLLARS** | | | **$17,823,656** | **$1,152.89** |
| **TOTAL CONSTRUCTION IN TODAY'S DOLLAR** | | | **$17,823,656** | **$1,152.89** |

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
BY: J. Moreno

**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | MOBILIZATION | 1 | LOT | $25,000.00 | $25,000 | $1.62 |
| | | CLEAR & GRUB | 80,000 | SF | $1.00 | $80,000 | $5.17 |
| | | MISCELLANEOUS DEMOLITION | 1 | LS | $10,000.00 | $10,000 | $0.65 |
| **205.0** | **1.0** | **SUBTOTAL-SITE DEMOLITION** | **15,460** | **SF** | | **$115,000** | **$7.44** |
| | | SITE SURVEY | 80,000 | SF | $0.60 | $48,000 | $3.10 |
| | | WINTERIZATION | 80,000 | SF | $0.25 | $20,000 | $1.29 |
| | | OVER EXCAVATION TO BLDG PADS- 3' D | 2,400 | CYDS | $25.00 | $60,000 | $3.88 |
| | | ENGINEERED FILL TO BLDG PADS- 3' D | 2,400 | CYDS | $40.00 | $96,000 | $6.21 |
| | | OFF HAUL OVER EXCAVATIONS | 221 | CYDS | $30.00 | $6,630 | $0.43 |
| | | SCARIFY, WATER AND COMPACT SUBGRADE | 53,652 | SF | $1.00 | $53,652 | $3.47 |
| | | FINE GRADING TO SITE | 55,922 | SF | $1.50 | $83,883 | $5.43 |
| **220.0** | **14.0** | **SUBTOTAL-EXCAVATION, FILL AND GRADING** | **15,460** | **SF** | | **$368,165** | **$23.81** |
| | | **STORM DRAIN - SURFACE DRAIN** | 55,922 | SF | $1.50 | $83,883 | $5.43 |
| | | **EROSION CONTROL** | 1 | LOT | $27,961.00 | $27,961 | $1.81 |
| | | **SANITARY SEWER** | 780 | LF | $150.00 | $117,000 | $7.57 |
| | | ADD - 1200GAL GREASE INTERCEPTOR | 1 | EA | $15,000.00 | $15,000 | $0.97 |
| | | **DOMESTIC/ FIRE WATER** | 240 | LF | $250.00 | $60,000 | $3.88 |
| | | ADD - BOOSTER PUMP AT CENTRAL PLANT | 1 | LOT | $175,000.00 | $175,000 | $11.32 |
| | | ADD - WATER SOFTNER | 1 | LOT | $45,000.00 | $45,000 | $2.91 |
| | | **LOCAL CENTRAL PLANT AND HYDRONIC PIPING** | | | | | |
| | | UTILITY ENCLOSURE | 300 | SF | $250.00 | $75,000 | $4.85 |
| | | CENTRAL PLANT EQUIPMENT - HEATING AND COOLING | 50 | TONS | $3,000.00 | $150,000 | $9.70 |
| | | ROUGH IN PIPING, PUMPS AND ELECTRICAL | 50 | TONS | $2,500.00 | $125,000 | $8.09 |
| | | **SITE LIGHTING** | 53,652 | SF | $3.00 | $160,956 | $10.41 |
| | | **SITE POWER** | | | | | |
| | | ROAD CROSSING COORDINATION | 1 | LOT | $30,000.00 | $30,000 | $1.94 |
| | | TRENCH AND BACKFILL | 500 | LF | $100.00 | $50,000 | $3.23 |
| | | PRIMARY RACEWAYS ONLY | 500 | LF | $150.00 | $75,000 | $4.85 |
| | | PULL BOXES | 2 | EA | $4,500.00 | $9,000 | $0.58 |
| | | SECONDARY FEEDER- 800A | 200 | LF | $350.00 | $70,000 | $4.53 |
| | | **EMERGENCY POWER - SINGLE 500KVA** | 15,460 | SF | $40.00 | PORTABLE | |
| | | **TELECOMMUNICATION/ DATA** | 500 | LF | $95.00 | $47,500 | $3.07 |
| **277.0** | **15.0** | **SUBTOTAL- SITE UTILITIES** | **15,460** | **SF** | | **$1,374,800** | **$88.93** |

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
BY: J. Moreno

**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | CONCRETE PAVING- WALKS | 18,252 | SF | $15.00 | $273,780 | $17.71 |
| | | CONCRETE PAVING- VEHICLE SECTION | 540 | SF | $25.00 | $13,500 | $0.87 |
| | | TIE INTO (E) AC PAVING | 96 | LF | $35.00 | $3,360 | $0.22 |
| | | AC PAVING | 34,500 | SF | $12.00 | $414,000 | $26.78 |
| | | CURB RAMPS | 360 | SF | $45.00 | $16,200 | $1.05 |
| | | DETECTABLE WARNING PAVERS | 120 | SF | $65.00 | $7,800 | $0.50 |
| | | CONCRETE CURBS | 2,490 | LF | $36.50 | $90,885 | $5.88 |
| | | ADD - ENTRY ENHANCEMENT | 1,000 | SF | $10.00 | $10,000 | $0.65 |
| | | ADD - COURTYARD ENHANCEMENT | 3,500 | SF | $20.00 | $70,000 | $4.53 |
| | | STRIPING- 4" | 470 | LF | $5.00 | $2,350 | $0.15 |
| | | STRIPING- BULK | 1,150 | SF | $6.00 | $6,900 | $0.45 |
| | | ADA/ EVC PARKING SIGNAGE | 9 | EA | $650.00 | $5,850 | $0.38 |
| | | OUTDOOR VISITATION FENCING/ GATES | 300 | LF | $650.00 | $195,000 | $12.61 |
| | | PERIMETER FENCING/ GATES | 860 | LF | $250.00 | $215,000 | $13.91 |
| | | STORAGE SHEDS | 350 | SF | $50.00 | $17,500 | $1.13 |
| | | BASIC MONUMENT | 1 | LOT | $25,000.00 | $25,000 | $1.62 |
| | | TRASH ENCLOSURE | 1 | LOT | $75,000.00 | $75,000 | $4.85 |
| | | LANDSCAPING & IRRIGATION | 2,270 | SF | $15.00 | $34,050 | $2.20 |
| | | MULCH/ MINIMAL PLANTING/ NO IRRIGATION | 8,084 | SF | $8.00 | $64,672 | $4.18 |
| **299.0** | **16.0** | **SUBTOTAL-GENERAL SITE WORK** | **15,460** | **SF** | | **$1,540,847** | **$99.67** |
| | | EXCAVATION/ OFF HAUL TO FOUNDATIONS | 221 | CYDS | $150.00 | $33,150 | $2.14 |
| | | FOOTINGS- CONTINUOUS/ GRADE BEAMS | 216 | CYDS | $950.00 | $205,200 | $13.27 |
| | | FOOTINGS- ISOLATED | 5 | CYDS | $1,000.00 | $5,000 | $0.32 |
| **310.0** | **1.0** | **SUBTOTAL-CONCRETE FOUNDATIONS** | **15,460** | **BLDGSF** | | **$243,350** | **$15.74** |
| | | SLAB ON GRADE- 5" | 15,460 | SF | $22.50 | $347,850 | $22.50 |
| | | CURBING | 920 | LF | $45.00 | $41,400 | $2.68 |
| | | HOLDOWNS | 40 | EA | $450.00 | $18,000 | $1.16 |
| **310.0** | **3.0** | **SUBTOTAL-SLAB ON GRADE** | **15,460** | **FLSF** | | **$407,250** | **$26.34** |
| | | EXTERIOR WALL ASSEMBLIES | 9,429 | SF | $90.00 | $848,610 | $54.89 |
| **410.0** | **4.0** | **SUBTOTAL-EXTERIOR WALLS** | **9,429** | **SF** | | **$848,610** | **$54.89** |
| | | INTERIOR WALLS | 18,440 | SF | $40.00 | $737,600 | $47.71 |
| | | GYPSUM BOARD TO WALLS- IMPACT RESISTANT | 13,968 | SF | | INCLUDED ABOVE | |
| **410.0** | **6.0** | **SUBTOTAL-INTERIOR WALLS** | **18,440** | **SF** | | **$737,600** | **$47.71** |
| | | STRUCTURAL STEEL | 1 | LOT | $100,490.00 | $100,490 | $6.50 |
| **510.0** | **2.0** | **SUBTOTAL-STRUCTURAL STEEL** | **10.0** | **TONS** | | **$100,490** | **$6.50** |

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
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**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | MISCLELLANEOUS METALS | 1 | LOT | $45,000.00 | $45,000 | $2.91 |
| **550.0** | **2.0** | **SUBTOTAL-MISC. METALS** | **15,460** | **BLDGSF** | | **$45,000** | **$2.91** |
| | | ROOF FRAMING/ SHEARWALLS/ BEAMS/ POSTS | 17,780 | SF | $55.00 | $977,900 | $63.25 |
| **610.0** | **4.0** | **SUBTOTAL-ROUGH CARPENTRY** | **15,460** | **BLDGSF** | | **$977,900** | **$63.25** |
| | | BATT INSULATION- R-38 TO ROOF/ CLG | 15,460 | SF | $3.50 | $54,110 | $3.50 |
| **720.0** | **6.0** | **SUBTOTAL-INSULATION** | **15,460** | **SF** | | **$54,110** | **$3.50** |
| | | COMPOSITION SHINGLE ROOFING | 17,780 | SF | $8.00 | $142,240 | $9.20 |
| | | VAPOR BARRIER | 17,780 | SF | $1.50 | $26,670 | $1.73 |
| **740.0** | **5.0** | **SUBTOTAL- ROOFING** | **17,780** | **RFSF** | | **$168,910** | **$10.93** |
| | | ROOF ACCESSORIES AND FLASHINGS | 17,780 | SF | $1.00 | $17,780 | $1.15 |
| | | FASCIA FLASHING | 910 | LF | $8.00 | $7,280 | $0.47 |
| | | GUTTERS & DOWNSPOUTS | 1,030 | LF | $40.00 | $41,200 | $2.66 |
| **760.0** | **5.0** | **SUBTOTAL-SHEET METAL FLASHING** | **17,780** | **RFSF** | | **$66,260** | **$4.29** |
| | | CAULKING AND SEALANTS | 15,460 | SF | $1.50 | $23,190 | $1.50 |
| **790.0** | **5.0** | **SUBTOTAL-CAULK & SEALANTS** | **15,460** | **BLDGSF** | | **$23,190** | **$1.50** |
| | | DOORS, FRAMES & HARDWARE | 15 | EA | $8,500.00 | $127,500 | $8.25 |
| **810.0** | **4.0** | **SUBTOTAL-DOORS/FRAMES/HDWR - EXT.** | **15** | **DRS** | | **$127,500** | **$8.25** |
| | | DOORS, FRAMES & HARDWARE | 72 | EA | $3,500.00 | $252,000 | $16.30 |
| **810.0** | **6.0** | **SUBTOTAL-DOORS/FRAMES/HDWR - INT.** | **72** | **DRS** | | **$252,000** | **$16.30** |
| | | EXTERIOR GLAZING | 646 | SF | $300.00 | $193,650 | $12.53 |
| **830.0** | **4.0** | **SUBTOTAL-EXTERIOR GLAZING** | **646** | **SF** | | **$193,650** | **$12.53** |
| | | INTERIOR GLAZING- BALLISTIC RESIST. L3- TRANSACTION | 48 | SF | $750.00 | $36,000 | $2.33 |
| | | INTERIOR GLAZING- TRANSACTION AT MEDS | 24 | SF | $550.00 | $13,200 | $0.85 |
| | | INTERIOR GLAZING- AT KITCHEN | 67 | SF | $150.00 | $10,050 | $0.65 |
| **840.0** | **7.0** | **SUBTOTAL-INTERIOR GLAZING** | **139** | **SF** | | **$59,250** | **$3.83** |

**County of Santa Barbara**
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**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
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**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | GYPSUM BOARD CEILINGS | 15,045 | SF | $6.00 | $90,270 | $5.84 |
| | | GYPSUM BOARD CEILINGS & FRAMING- IMPACT RESISTAN | 4,976 | SF | $30.00 | $149,280 | $9.66 |
| **910.0** | **6.0** | **SUBTOTAL-DRYWALL,ACOUSTIC - CEILING** | **20,021** | **SF** | | **$239,550** | **$15.49** |
| | | CERAMIC TILE- FLOORS | 304 | SF | $30.00 | $9,120 | $0.59 |
| | | CERAMIC TILE- BASE | 140 | LF | $24.00 | $3,360 | $0.22 |
| | | CERAMIC TILE- WALLS | 4,448 | SF | $28.00 | $124,544 | $8.06 |
| **930.0** | **7.0** | **SUBTOTAL-CERAMIC TILE** | **4,752** | **SF** | | **$137,024** | **$8.86** |
| | | GLUE-UP ACOUSTICAL TILES | 14,741 | SF | $8.00 | $117,928 | $7.63 |
| **950.0** | **7.0** | **SUBTOTAL-ACOUSTICAL TILE** | **14,741** | **SF** | | **$117,928** | **$7.63** |
| | | MIXED FLOORING AND BASE | 13,980 | SF | $10.00 | $139,800 | $9.04 |
| | | EPOXY FLOORING | 720 | SF | $40.00 | $28,800 | $1.86 |
| **965.0** | **7.0** | **SUBTOTAL-FLOORING** | **14,700** | **FLSF** | | **$168,600** | **$10.91** |
| | | PAINT TO GYPSUM BOARD | 58,194 | SF | $1.75 | $101,840 | $6.59 |
| | | EXTERIOR SEALANTS/ PAINT | 9,429 | SF | $3.00 | $28,287 | $1.83 |
| | | WALL PANELING - ALLOWANCE | 15,460 | SF | $5.00 | $77,300 | $5.00 |
| | | PAINT TO DOORS & FRAMES | 87 | EA | $250.00 | $21,750 | $1.41 |
| **990.0** | **6.0** | **SUBTOTAL-PAINT/ WALL COVERING** | **15,460** | **BLDGSF** | | **$229,177** | **$14.82** |
| | | GRAB BARS | 14 | PRS | $315.00 | $4,410 | $0.29 |
| | | TOILET PAPER DISPENSERS | 14 | EA | $200.00 | $2,800 | $0.18 |
| | | SEAT COVER DISPENSERS | 14 | EA | $200.00 | $2,800 | $0.18 |
| | | SANITARY NAPKIN DISPOSALS | 9 | EA | $100.00 | $900 | $0.06 |
| | | NAPKIN VENDORS | 2 | EA | $550.00 | $1,100 | $0.07 |
| | | SOAP DISPENSERS | 14 | EA | $125.00 | $1,750 | $0.11 |
| | | MIRRORS | 14 | EA | $250.00 | $3,500 | $0.23 |
| | | PAPER TOWEL DISPENSERS | 14 | EA | $250.00 | $3,500 | $0.23 |
| | | MOP RACKS | 2 | EA | $350.00 | $700 | $0.05 |
| | | ADA SHOWER SEATS | 4 | EA | $400.00 | $1,600 | $0.10 |
| **1010.0** | **8.0** | **SUBTOTAL-TOILET ACCESSORIES** | **15,460** | **BLDGSF** | | **$23,060** | **$1.49** |

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
BY: J. Moreno

**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | ASSISTIVE LISTENING SYSTEM | 2 | LOT | $3,500.00 | $7,000 | $0.45 |
| | | ALS - PORTABLE | 2 | LOT | $5,000.00 | $10,000 | $0.65 |
| | | DOOR SIGNAGE | 87 | EA | $200.00 | $17,400 | $1.13 |
| | | WINDOW COVERINGS | 632 | SF | $15.00 | $9,480 | $0.61 |
| | | MAGNOMETER ENTRY SECURITY PASS THRU | 2 | EA | $35,000.00 | $70,000 | $4.53 |
| | | FIRE EXTINGUISHERS/ CABINETS | 6 | EA | $500.00 | $3,000 | $0.19 |
| | | DORM FURNISHINGS | 32 | EA | | OFOI | |
| | | STAFF/ LOBBY LOCKERS - 1/2 SIZE | 16 | EA | $650.00 | $10,400 | $0.67 |
| | | KITCHEN EQUIPMENT | 2 | LOT | $95,000.00 | $190,000 | $12.29 |
| | | DRY STORAGE RACKS | 54 | LF | $250.00 | $13,500 | $0.87 |
| | | LAUNDRY EQUIPMENT | 2 | LOT | $12,500.00 | $25,000 | $1.62 |
| | | INTERVIEW EQUIPMENT | 2 | LOT | $25,000.00 | $50,000 | $3.23 |
| **1099.0** | **8.0** | **SUBTOTAL-MISCELLANEOUS SPECIALTIES** | **15,460** | **BLDGSF** | | **$405,780** | **$26.25** |
| | | BASE CABINETS W/ COUNTERTOPS | 137 | LF | $550.00 | $75,075 | $4.86 |
| | | UPPER CABINETS | 30 | LF | $315.00 | $9,450 | $0.61 |
| | | BRACED COUNTERTOPS- 2.5' D | 10 | LF | $250.00 | $2,500 | $0.16 |
| | | BRACED COUNTERTOPS- 2' D | 175 | LF | $200.00 | $35,000 | $2.26 |
| | | BRACED COUNTERTOPS- 12" D | 22 | LF | $175.00 | $3,850 | $0.25 |
| | | STAFF/ NURSE STATIONS- DUAL HGT/ FACED | 20 | LF | $750.00 | $15,000 | $0.97 |
| **1160.0** | **8.0** | **SUBTOTAL-CASEWORK** | **15,460** | **BLDGSF** | | **$140,875** | **$9.11** |
| | | FIRE PROTECTION | 15,460 | SF | $15.00 | $231,900 | $15.00 |
| **1530.0** | **13.0** | **SUBTOTAL-FIRE PROTECTION** | **15,460** | **BLDGSF** | | **$231,900** | **$15.00** |
| | | PLUMBING FIXTURES | 48 | FIX | $15,000.00 | $720,000 | $46.57 |
| **1544.0** | **10.0** | **SUBTOTAL-PLUMBING** | **48** | **FIX** | | **$720,000** | **$46.57** |

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
BY: J. Moreno

**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | **HVAC** | | | | | |
| | | AIR HANDLERS | 50 | TONS | $6,042.00 | $302,100 | $19.54 |
| | | SPLIT SYSTEMS | 4 | TONS | $8,000.00 | $32,000 | $2.07 |
| | | DOAS TO KITCHEN | 2,000 | CFM | $20.00 | $40,000 | $2.59 |
| | | VAV UNITS | 40 | EA | $2,500.00 | $100,000 | $6.47 |
| | | EXHAUST FANS | 15,460 | CFM | $5.00 | $77,300 | $5.00 |
| | | CONTROLS | 15,460 | SF | $7.50 | $115,950 | $7.50 |
| | | **ROUGH IN** | 15,460 | SF | $20.00 | $309,200 | $20.00 |
| | | CONDENSATE PIPING | 15,460 | SF | $1.20 | $18,552 | $1.20 |
| | | HYDRONIC PIPING- HWS&R | 15,460 | SF | $10.00 | $154,600 | $10.00 |
| | | COMMISSIONING | 15,460 | SF | $1.00 | $15,460 | $1.00 |
| | | PIPING IDENTIFICATION | 15,460 | SF | $0.20 | $3,092 | $0.20 |
| | | FIRE STOPPING | 15,460 | SF | $0.50 | $7,730 | $0.50 |
| | | SEISMIC SUPPORT | 15,460 | SF | $0.70 | $10,822 | $0.70 |
| | | PENETRATIONS/ CURBING/ RIGGING | 15,460 | SF | $1.00 | $15,460 | $1.00 |
| | | TEST AND BALANCE | 15,460 | SF | $2.00 | $30,920 | $2.00 |
| **1546.0** | **11.0** | **SUBTOTAL-HVAC** | **15,460** | **BLDGSF** | | **$1,233,186** | **$79.77** |
| | | **LIGHTING** | 15,460 | SF | $40.00 | $618,400 | $40.00 |
| | | **POWER - TWO SEPARATE ELECTRICAL SERVICES** | 15,460 | SF | $40.00 | $618,400 | $40.00 |
| | | **DATA/ SIGNAL** | 15,460 | SF | $15.00 | $231,900 | $15.00 |
| | | **SECURITY** | 15,460 | SF | $30.00 | $463,800 | $30.00 |
| | | **FIRE ALARM** | 15,460 | SF | $7.50 | $115,950 | $7.50 |
| **1610.0** | **12.0** | **SUBTOTAL-ELECTRICAL SYSTEMS** | **15,460** | **BLDGSF** | | **$2,048,450** | **$132.50** |
| | | BLDG SUBTOTAL | | | | $13,399,412 | $866.71 |
| | | GENERAL CONDITIONS | | 8.0% | | $1,071,953 | $69.34 |
| | | CONTINGENCY | | 15.0% | | $2,170,705 | $140.41 |
| | | OVERHEAD & PROFIT | | 5.0% | | $832,103 | $53.82 |
| | | BONDS AND INSURANCE | | 2.0% | | $349,483 | $22.61 |
| | | SUBTOTAL OF MARK UP | | | | $4,424,244 | $286.17 |
| | | TOTAL MARK UP PERCENTAGE | | 33.02% | | | |
| | | **TOTAL CONSTRUCTION IN TODAY'S DOLLAR** | | | | **$17,823,656** | **$1,152.89** |

# COUNTY OF SANTA BARBARA

# NORTH COUNTY CRT

PROJECT NO.: Y242700
OCTOBER 3, 2025

nacht&lewis

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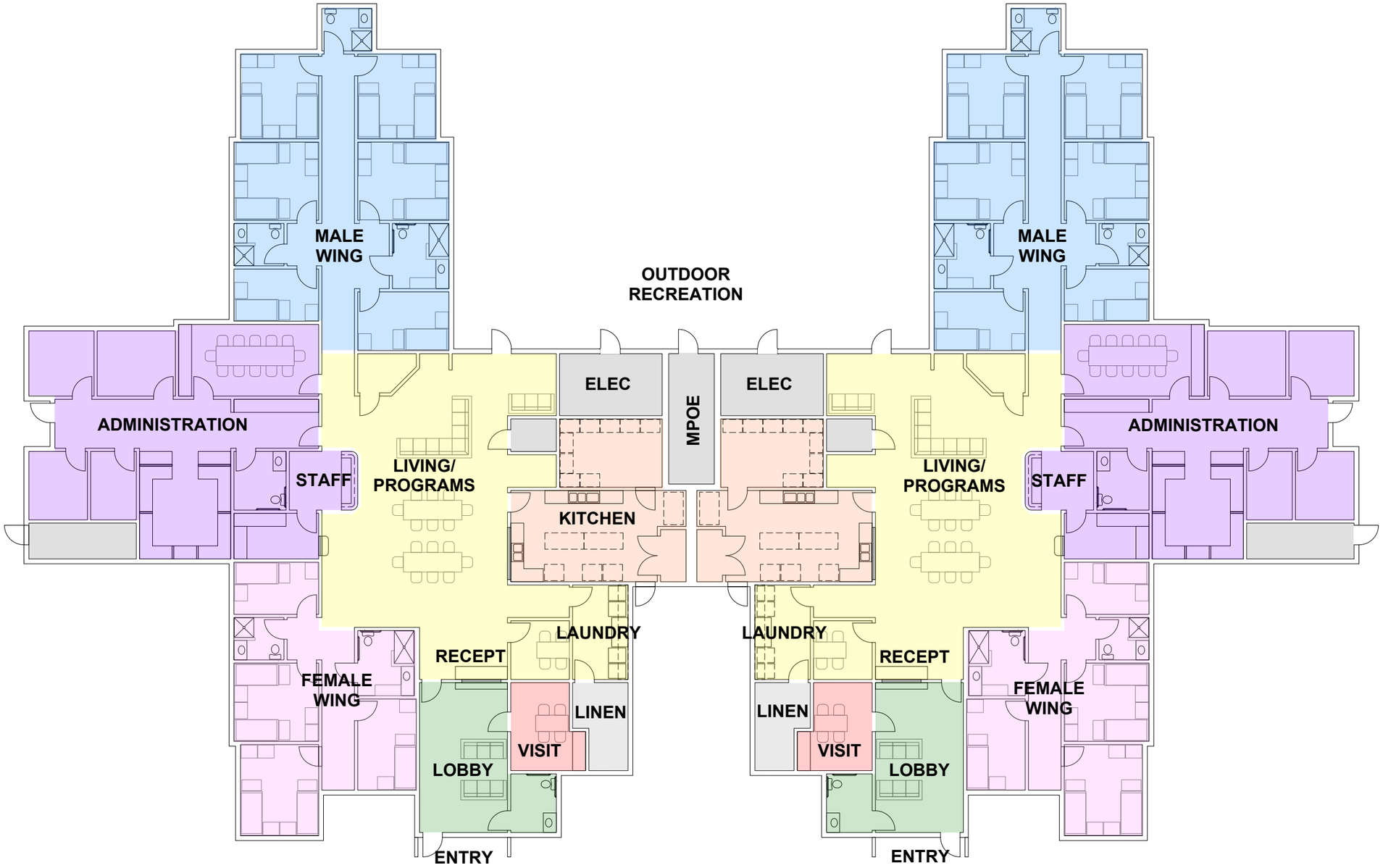
SECTION 1

# ARCHITECTURAL FLOOR PLANS


MALE WING
OUTDOOR RECREATION
MALE WING
ADMINISTRATION
STAFF
LIVING/ PROGRAMS
ELEC
MPOE
ELEC
KITCHEN
LIVING/ PROGRAMS
STAFF
ADMINISTRATION
LAUNDRY
RECEPT
FEMALE WING
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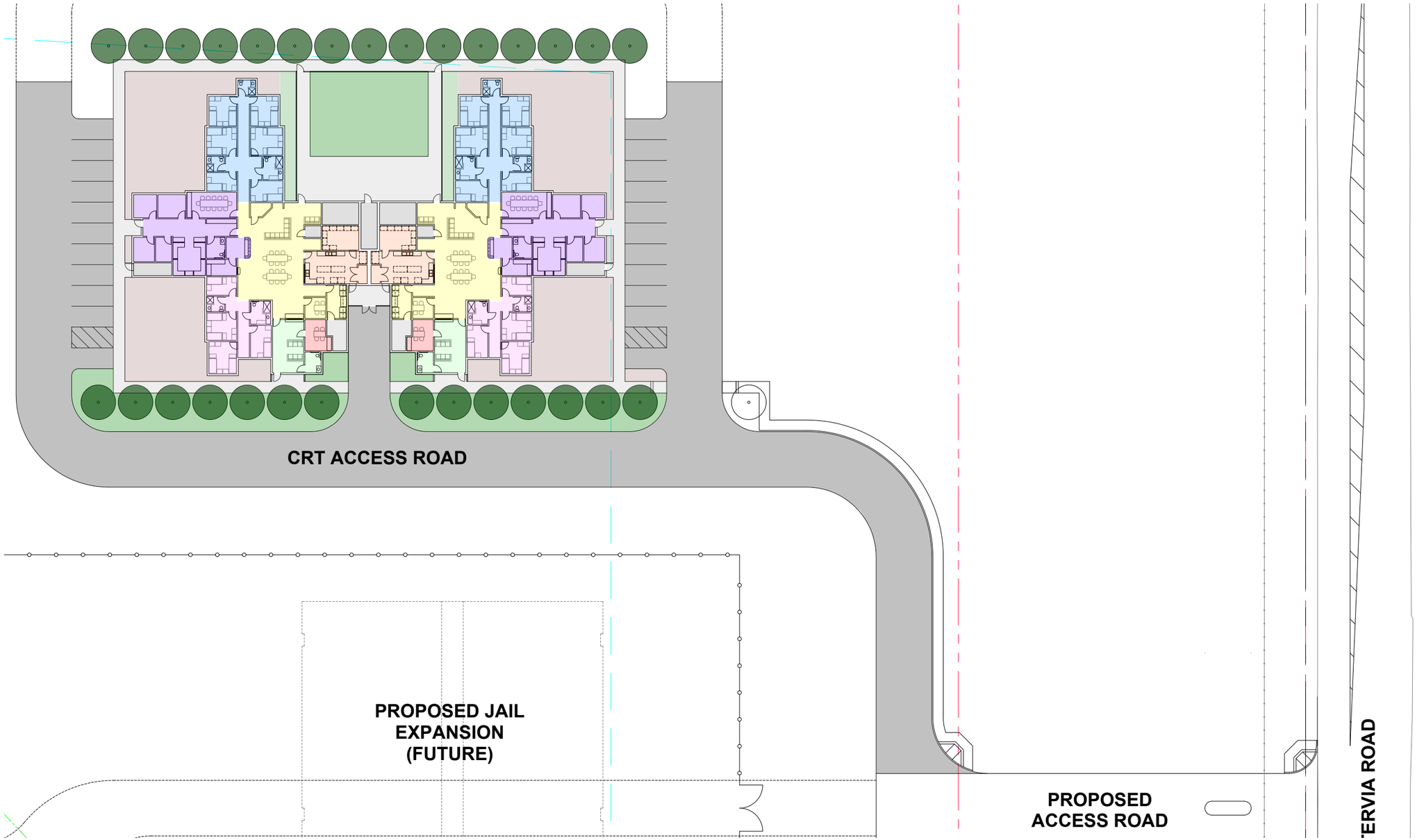
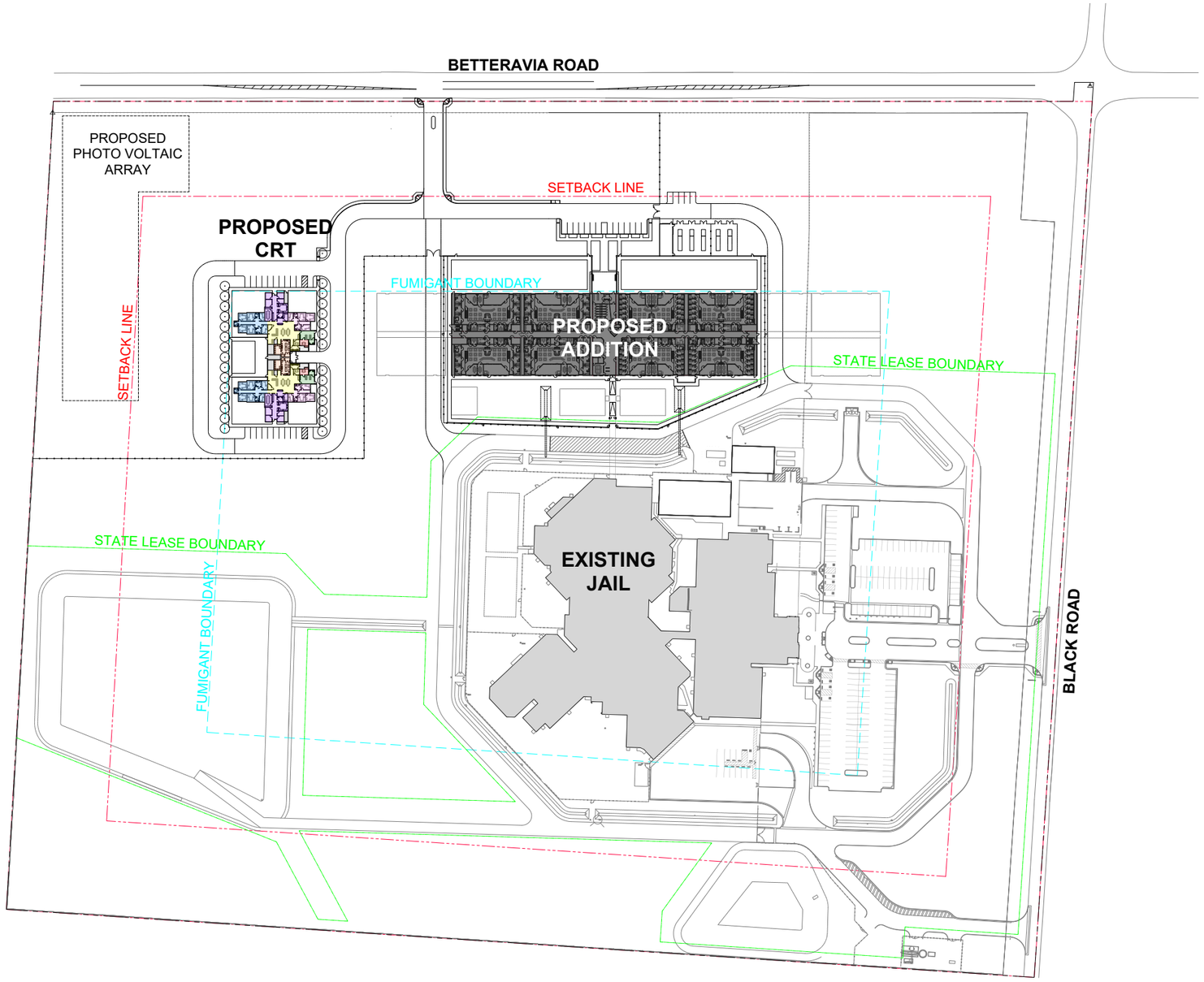
ENTRY

# FLOOR PLAN




# ENLARGED SITE PLAN




# GREATER PARCEL

SECTION 2

# ELEVATIONS

WEST ELEVATION

NORTH ELEVATION

EAST ELEVATION

SOUTH ELEVATION

SECTION 3

# RENDERINGS

SECTION 4

# ARCHITECTURAL PROGRAM

## Architectural Program

### Introduction

The county is assessing ways to reduce the jail population and improve its wraparound service offerings to system-involved individuals. The county has proposed the development of facilities to provide diversion services as an alternative to custody and post-carceral transitional housing and treatment.

This feasibility effort lays the foundation for two Crisis Residential Treatment Centers (CRTs) to be located on the North Branch Jail (NBJ) site. The development of these CRTs is part of a broad initiative by Santa Barbara County to both:

- keep individuals with mental health or substance-use disorders out of custody, and
- to support those leaving custody who may require temporary assistance with Activities of Daily Living (ADLs) and Instrumental ADLs (IADLs) as they transition back to independent living. These are individuals who could benefit from additional time for transition to independent living due to mental health needs or unstable housing conditions who are consequently at higher risk of repeated law enforcement contact and system involvement.

The overall goals of the CRTs are the following:

- To provide an environment in which residents feel safe and comfortable enough to fully engage in therapeutic activities.
- To provide a safe and secure environment for staff conducting their daily tasks and working closely with residents.
- To support residents' successful completion of their treatment programs and translation of the skills learned while in the CRT to the management of responsible, meaningful lives in their communities.

### Building Concept

The CRTs shall be located within one building but hold entirely independent space provisions and operations including, but not limited to: the facility entrance and check-in, living and sleeping areas, support functions, and staff areas. The only exception is the MPOE/data room which will serve the entire building. The CRT is not a law enforcement deflection facility; rather, all those residing here are either serving an out-of-custody sentence or have been recommended to post-release transitional care. The populations of the two CRTs are assigned as follows:

- One CRT is dedicated to diversion from custody, such as those sentenced by the court to participate in a treatment program at the facility.
- One CRT is dedicated to post-release transitional care.

The CRTs are not locked facilities; residents have agreed to participate in the program.

### Feasibility Study Process

The project team commenced work in August 2024. The process involved a series of workshops to understand the county's mission and goals for expanding their out-of-custody treatment service offerings, confirm the types of service offerings possible, and the discover the challenges and opportunities afforded by the site available for locating such services. In these workshops the team also established the operational, design, and technical requirements for the facilities.

The consultant team used the information collected from these meetings to conduct further analysis on the feasibility of establishing such a facility in the proposed location.

Workshop participation included representatives from the following agencies:

- County Executive's Office
- Department of Behavioral Wellness (BeWell)
- Sheriff's Department

Consultants also had the opportunity to tour the Crestwood Behavioral Health Crisis Residential Treatment Program, which yielded highly useful insight for the following proposed CRTs.

### Licensing

The county will seek licensing as a Social Rehabilitation Facility under the California Department of Social Services.

### Referenced Standards and Guidelines

The CRT plan proposed in this report reflects application of the following operational and space standards and regulations:

- State of California Health and Human Services Agency, Department of Social Services, Manual of Policies and Procedures, Community Care Licensing Division, Social Rehabilitation Facilities, Title 22, Division 6, Chapter 2
- Americans with Disabilities Act (ADA), Chapter 11B of the California Building Code
- Health Insurance Portability and Accountability (HIPAA)
- Facilities Guidelines Institute (FGI), 2022 Guidelines for Design and Construction of Residential Health, Care, and Support Facilities.

## Program Narratives

### Chapter Overview

Each CRT will consist of 16 beds. Populations are assigned to a CRT based on their custody status:

- One CRT is dedicated to diversion from custody, such as those sentenced by the court to participate in a treatment program at the facility.
- One CRT is dedicated to post-release transitional care.

Each CRT will contain:

- Four (4) single-bed sleeping rooms
- Six (6) double-bed sleeping rooms
- Living and dining areas for structured and unstructured daily activities
- Individual and group treatment and programming rooms
- Service kitchen and laundry room to support residents' treatment milieus
- Indoor and outdoor visitation spaces
- Staff work areas
- Private resident courtyard

CRT residents will be expected to participate in therapeutic and life skills programs aimed at supporting the successful return to their communities. Programs focus on each individual's specific needs and are integrated into their daily routines and individual treatment plans.

Residents participate in a variety of group and individual therapy and case management services. A major part of each resident's treatment milieu involves development of consistency with IADLS, which includes managing tasks such as meal preparation (and cleanup), laundry, grocery shopping, managing finances, employment searches, and other ongoing responsibilities. These treatment modalities are central to the concept for the CRTs.

This chapter outlines operational principles and corresponding space requirements that shall guide the design of the Crisis Residential Treatment Facilities. Components include:

1.00 Entrance, Lobby, & Intake

2.00 Resident Sleeping Areas

3.00 Resident Living Areas

4.00 Staff Administration & Support

5.00 Building Support

6.00 Exterior Areas

## 1.00 Entrance, Lobby, Intake, & Visitation

The entrance serves as the main front door to the facility for staff, residents, and visitors. The entrance should be easily identifiable from the street and be situated such that a highly intuitive, straightforward path of travel is achievable from the parking lot.

### Functional Requirements

#### Goals & Objectives

- To create a homelike, normalized environment beginning with the individual's first approach to the facility.

#### Psychological and Sociocultural Considerations

- Residents entering the facility for the first time may be in a particularly heightened emotional state: they may be beginning their stay or may have just been released from custody.
- The vast majority of system-involved individuals have a history of trauma. The application of trauma-informed principles throughout all areas of the CRTs must be prioritized in the final configuration and design.

#### Policies & Procedures

- Intake/orientation:
  - The orientation process is as follows:
    - Enter facility (either from NBJ or from the community)
    - Intake screening/processing/paperwork
    - Tour of the residence
    - Escort to room assignment
  - One clinician handles the intake process.
- Visitation:
  - Visitation can take place in the lobby, group living areas, and dedicated space in the outdoor courtyard.
  - Visitors are not allowed in residents' sleeping rooms.

#### Occupants & Users

- Clinical and administrative staff will utilize the main front door to enter and exit the CRT.
- County staff may visit the CRT for a variety of reasons.
- Other professional visitors may meet with residents onsite.
- Residents will access the CRT through the front door.
- Resident visitors will access the CRT through the front door, check in at the front desk, and wait for their loved one in the lobby.

#### Daily Activities

- Intake will take place in the dedicated intake room, also accessed from the lobby.
- Visits will mostly occur in the visitation alcove within the lobby.

### Operational Safety & Security

- A clear view of the front door from the reception desk is required.

### Space Considerations

### Spatial Organization

- To support a trauma-informed environment, it is important to provide intuitive wayfinding at the front entrance to support residents' and visitors' initial orientation to the space. Provide an easily identifiable, straightforward line of travel from the parking lot to the front door, into the entrance, past the reception desk, and into the facility.
- The intake room, while close to the front entrance, should be out of the way of reception queuing, lobby waiting, and the visitation alcove for maximum privacy.
- Convenient access between the entrance/lobby and resident living areas is preferred.
- The visitation courtyard is a cordoned-off area within the private resident courtyard, with clear line of sight for staff supervision.

### Safety & Security Systems

- Delayed egress exit hardware will be installed at the main front entrance.
- Camera coverage is required in the visitation alcove for observation of family reunification interactions.

### Ambient Environment

- Sound mitigation is recommended within the intake room to limit sound transfer into the lobby.

### Furnishings, Fixtures, & Equipment

- A magnetometer should be located at the front door.
- A small bank of six (6) to eight (8) lockers will be provided in the lobby for visitors to keep personal belongings while at the CRT. Lockers should be half-height with a minimum width of 24".

## 2.00 Resident Sleeping Areas

Resident accommodations will consist of single- and double- sleeping rooms. Sleeping rooms are organized on two separate "wings" to support separation to the extent possible when women reside at the facility. Four (4) single sleeping rooms and six (6) double rooms are provided with appropriate allocation for ADA accessibility.

### Functional Requirements

### Goals & Objectives

- Sleeping rooms shall be designed to promote a normalized environment encouraging successful treatment outcomes and restoration.
- To support residents' feelings of safety and security within their resting and hygiene spaces.

### Psychological and Sociocultural Considerations

- While sleeping rooms should promote rest and relaxation, it is preferred that residents spend more time in the therapeutic milieu, in gathering areas with other residents, as this is a major aspect of the CRT program.

### Policies & Procedures

- Residents are assigned to a room based on their individual characteristics, treatment needs, and information collected from jail staff and during the intake interview.
- Only residents assigned to each room are allowed to enter. No other residents (except for roommates assigned to double rooms,) nor visitors may enter the individual's assigned space.

### Occupants & Users

- Residents assigned to each room.
- Staff will circulate through the area to supervise.

### Daily Activities

- Residents will sleep and manage personal hygiene in sleeping room and associated restroom. Residents are allowed to rest and relax during the day in their room, but they will be encouraged to spend most of their time in the collective gathering spaces to support prosocial interactions with staff and other residents.

### Space Considerations

### Spatial Organization

- Resident sleeping wings should be located immediately off the collective living areas (see Section 3.0 *Resident Living Areas).*
- The nurse's station should be located between the wings with views down the main corridor of each.
- Single rooms should be located closest to the nurse's station.

### Ambient Environment

- Independent lighting controls at each bedside and armoire should be installed to support the autonomy of each resident and to mitigate disruption to roommates.

### Furnishings, Fixtures, & Equipment

- Each room shall include:
  - Bed with storage headboard
  - Bedside table
  - Freestanding closet/armoire
- Desks are not to be provided in sleeping rooms. Residents are encouraged to use space in the living areas.

## 3.00 Resident Living Areas

Group living areas are the heart of the therapeutic milieu of the CRT program. Residents are expected to spend most of the day within these areas, interacting with other residents and participating in individual and group programming.

### Functional Requirements

### Goals & Objectives

- To support residents' successful completion of their treatment program (court diversion) and/or transition back into the community (post-incarceration) through the provision of engaging program offerings and activities within the residents' living areas.
- To ensure that residents feel safe in their environment so they can focus on their treatment.
- To maximize staff's ability to meaningfully interact with residents.

### Psychological and Sociocultural Considerations

- Residents must feel safe in order to be able to truly engage in their programming. These group areas must simultaneously convey safety, security, warmth, and support.

### Policies & Procedures

- Kitchen:
  - The kitchen is locked and inaccessible outside of mealtimes.
  - Two (2) staff and two (2) residents are assigned to prepare meals.
- Laundry:
  - Laundry is not scheduled. When residents intend to do their laundry, they will inform a staff member who will provide guidance, if necessary. Staff will step in if they notice a resident has not done laundry within a reasonable period of time.

### Occupants & Users

- Residents will spend most of their day in the living areas.
- Staff will also spend much of their shifts in the living areas interacting with residents.
- Visitors may spend time with loved ones in the living areas.

### Daily Activities

- There are many groups throughout the day that may include all residents or a portion thereof. Groups take place every day (with occasional exceptions).
- Medication is administered to residents based on their individual dosing requirements. Residents will line up at the medication room distribution window for medication administration.
- A snack alcove is provided for residents to keep their own purchased food. It can be accessed freely (i.e., not only during mealtimes).
- Mealtimes are a significant part of the treatment milieu. It is a time when social interaction, ADLs, and other life skills can be practiced.
- A computer terminal is provided for research, employment searches, and other activities authorized by staff.

### Space Considerations

#### Spatial Organization

- A quiet area is provided adjacent to the living room. This area cannot be closed off, though pony wall separation is acceptable. Line of sight is required from the nurse's station and the gathering areas (living room, dining/multipurpose area).
- The medication room must be immediately accessible from the main gathering space/living room.
- The living room, dining room, and other gathering areas should be configured as one, open space to encourage social development and to optimize staff observation.
- The dining room should be located adjacent to the service kitchen.
- The snack alcove must be located outside of the kitchen so residents can freely access the area.
- The conference/break room located within Staff Administration will also be used by residents for group programming. It should be located with access from the main gathering area and from within Staff Administration.
- Access to the enclosed interview/treatment spaces, including the interview/treatment/telepsych room and the conference room (listed in section 4.0) should be slightly out of the way from the main gathering areas to limit sound transmission and direct views into the room by other residents.

#### Safety & Security Systems

- The kitchen requires a lockable door and roll-up window.
- The laundry room should be locked when not in use.

#### Ambient Environment

- The television is located among the gathering spaces, so should be configured to limit sound penetration throughout the area to the extent possible.

#### Furnishings, Fixtures, & Equipment

- The individual interview room will also be used as a telepsych room and should be outfitted appropriately to serve both functions.
- The service kitchen requires two (2) combination refrigerator/freezers, and one (1) upright freezer.
- The laundry room will hold two (2) washing machines, two (2) dryers, a folding table, shelving, and a counter with sink.

## 4.00 Staff Administration & Support

Staff administrative areas are provided for staff to conduct charting, administration, and other "back of house" functions.

### Functional Requirements

#### Goals & Objectives

- To enable staff productivity and collegiality.

#### Psychological and Sociocultural Considerations

- This role, caring for residents in a crisis treatment program, can be stressful and emotional. This area should provide respite and calm for staff to focus on work or to take a break.

#### Policies & Procedures

- This area is for staff only. Residents are not permitted to enter.
- Staff seeing patients for treatment, case management, or other services will meet in the conference room, interview room, or within the living areas (for non-confidential encounters).

#### Occupants & Users

- Staff will occupy the area.

#### Daily Activities

- While dedicated staff offices and workstations are provided, it is expected that most staff onsite will be interacting with residents in the living areas for much of their shifts.
- A "flex" office is provided for use by visiting staff and future expansion.
- Medication will be administered from the distribution window at the medication room. Residents will not access the interior of the room.
- Mail will be delivered to the front door and sorted in the staff area, then delivered to the intended recipients.

### Space Considerations

#### Spatial Organization

- A staff entry is provided for convenience. Staff may enter through this door or through the front entrance.
- The conference room should be situated so that it can be accessed from the staff administrative area and the shared living areas.

#### Safety & Security Systems

- Access into the administrative area requires card access.
- Access from the conference room into the staff-only area must be via card access.

#### Furnishings, Fixtures, & Equipment

- The medication room requires a table or countertop for pill dispensing, counter with upper and lower cabinets, sink, undercounter refrigerator, large cabinet with shelving for resident medications, and a distribution window accessible from the main living area.

### 5.00 Building Support

- A central laundry room is provided for staff to wash linens and other items for outgoing and incoming residents.
- Other Building Support functions are described in the mechanical and electrical narratives.

### 6.00 Exterior areas

A number of exterior areas serve various functions for the CRTS, including:

- A public entry plaza with access to each CRT.
- A Delivery Court for loading and unloading deliveries to each CRT.
- A private resident courtyard
- Outdoor storage.

#### Functional Requirements

##### Goals & Objectives

- Entry Plaza:
  - Clear wayfinding.
  - Safe access to each CRT.
- Delivery Court:
  - Secure and efficient deliveries to the building.
- Resident Private Courtyard:
  - Engagement in meaningful, therapeutic, and fun activities in a safe environment.

##### Psychological and Sociocultural Considerations

- Residents entering the CRT for the first time may be emotional and vulnerable. A warm and welcoming exterior and clear wayfinding is of the utmost importance.

##### Occupants & Users

- Entry Plaza:
  - All people accessing the building will travel through the entry plaza, with the exception of staff who choose to use the side staff entrance.

##### Daily Activities

- Entry Plaza:
  - People will use the entry plaza daily during the day and in the evening.
- Delivery Court:
  - Deliveries to the loading area will arrive at least weekly.
- Resident Outdoor Courtyard:
  - Residents have access to the courtyard every day for specified hours.

#### Space Considerations

##### Spatial Organization

- Each CRT is allocated dedicated square footage for their resident courtyard, but these courtyards can be open to one other. A fence is required around the perimeter of the CRT grounds.

##### Safety & Security Systems

- Cameras are required with coverage throughout all exterior areas.

##### Furnishings, Fixtures, & Equipment

The exterior courtyard will consist of:

- A mall basketball court
- Gardening area with raised plant beds and shed for gardening tools and equipment
- Walking trail
- Benches with a pergola for shade
- Equipment storage shed
- Picnic tables and chairs.
- Small fenced area for visitation

### C1.00 Shared Support Functions

The CRTs, though they share a building, are almost entirely functionally separated. Building IT will be housed in one shared IT Room, however, with two separate sets of servers, one managed by the county and the other by independent vendors.

The program space list can be found on the following pages.

**Santa Barbara County**
Crisis Residential Treatment Centers - Space Summary
Final Space List - October 3, 2025

| Space No. | Functional Component Description | DGSF | GSF |
|---|---|---|---|
| **Crisis Residential Treatment Center - Diversion/Out-of-Custody** | | | |
| A1.00 | Entrance, Lobby & Intake | 578 | 648 |
| A2.00 | Resident Sleeping Areas | 2,349 | 2,631 |
| A3.00 | Resident Living Areas | 2,248 | 2,517 |
| A4.00 | Staff Administration & Support | 1,519 | 1,701 |
| A5.00 | Building Support | 396 | 444 |
| **Total GSF - CRT Diversion/Out-of-Custody** | | | **7,941** |
| A6.00 | Exterior Areas | | 3,320 |
| | | | |
| **Crisis Residential Treatment Center - Post-Release** | | | |
| B1.00 | Entrance, Lobby & Intake | 578 | 648 |
| B2.00 | Resident Sleeping Areas | 2,349 | 2,631 |
| B3.00 | Resident Living Areas | 2,248 | 2,517 |
| B4.00 | Staff Administration & Support | 1,519 | 1,701 |
| B5.00 | Building Support | 396 | 444 |
| **Total GSF - CRT Post-Release** | | | **7,941** |
| B6.00 | Exterior Areas | | 3,320 |
| | | | |
| **Shared Functions** | | | |
| C1.00 | Shared Building Support | 154 | 172 |
| **Total GSF - Shared Building Functions** | | | **172** |
| C2.00 | Exterior Areas | | 18,150 |
| **TOTAL BUILDING GROSS SQUARE FEET** | | | **16,054** |
| **TOTAL EXTERIOR AREAS** | | | **24,790** |

**Santa Barbara County**
Crisis Residential Treatment Center - Diversion-Out-of-Custody Placement
Final Space List - October 3, 2025

| Space No. | Space Description | Net Area Standard | No. Users | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| **A1.00** | **Entrance, Lobby & Intake** | | | | | |
| | **Entrance and Check-In** | | | | | |
| A1.01 | Reception/Visitor Check-In | 48 | 1 | 1 | 48 | |
| A1.02 | Lobby | 250 | 1-6 | 1 | 250 | Magnetometer at front door to facility. |
| | **Visitation** | | | | | |
| A1.03 | Visitation Alcove | 65 | 1-3 | 1 | 65 | Open area off lobby. Comfortable seating. |
| A1.04 | Public Restroom | 60 | 1 | 1 | | All-gender. |
| A1.05 | Visitor Lockers | 10 | - | 1 | 0 | Bay of 8 half-height lockers. 24" minimum width. Part of lobby SF. |
| | **Intake** | | | | | |
| A1.06 | Intake Room | 140 | 2 | 1 | 140 | Table and chairs for intake paperwork processing. Includes property check-in. |
| | Total, Net Area | | | | 503 | |
| | Grossing Factor (15%) | | | | 1.15 | |
| | **Total DGSF** | | | | **578** | |

| Space No. | Space Description | Net Area Standard | No. Users | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| **A2.00** | **Resident Sleeping Areas** | | | | | |
| | **Male Wing** | | | | | |
| | **Grouping 1** | | | | | |
| A2.01 | Sleeping Room - Single | 105 | 1 | 1 | 105 | Bed, bedside table, stand-alone closet. |
| A2.02 | Sleeping Room - Double | 160 | 2 | 1 | 160 | (2) beds, (2) bedside tables, (2) stand-alone closets. |
| A2.03 | Restroom | 50 | 1 | 1 | 50 | Located and shared between two sleeping rooms. |
| | **Grouping 2** | | | | | |
| A2.04 | Sleeping Room - Double | 160 | 2 | 2 | 320 | (2) beds, (2) bedside tables, (2) stand-alone closets. |
| A2.05 | Restroom | 50 | 1 | 1 | 50 | Located and shared between two sleeping rooms. |
| | **Grouping 3** | | | | | |
| A2.06 | Sleeping Room - Single ADA | 130 | 1 | 1 | 130 | |
| A2.07 | Sleeping Room - Double ADA | 170 | 2 | 1 | 170 | |
| A2.08 | Restroom - ADA | 90 | 1 | 1 | 90 | Located and shared between two sleeping rooms. |
| | **Female Wing** | | | | | |
| | **Grouping 1** | | | | | |
| A2.09 | Sleeping Room - Single | 105 | 1 | 1 | 105 | |
| A2.10 | Sleeping Room - Double | 160 | 2 | 1 | 160 | |
| A2.11 | Restroom - ADA | 50 | 1-2 | 1 | 50 | Located and shared between two sleeping rooms. |
| | **Grouping 2** | | | | | |
| A2.12 | Sleeping Room - Single ADA | 130 | 1 | 1 | 130 | |
| A2.13 | Sleeping Room - Double ADA | 170 | 2 | 1 | 170 | |
| A2.14 | Restroom | 50 | 1-2 | 1 | 50 | Located and shared between two sleeping rooms. |
| | **Resident Sleeping Areas Support** | | | | | |
| | Total, Net Area | | | | 1,740 | |
| | Grossing Factor (35%) | | | | 1.35 | |
| | **Total DGSF** | | | | **2,349** | |

| Space No. | Space Description | Net Area Standard | No. Users | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| **A3.00** | **Resident Living Areas** | | | | | |
| | **Gathering Areas** | | | | | |
| A3.01 | Living Room | 20 | 1 | 16 | 320 | Sized for 16 residents. |
| A3.02 | Dining/Multipurpose Area | 15 | 1 | 20 | 300 | Open multipurpose dining/program/ activity area. Adjacent to service kitchen. |
| A3.03 | Snack Alcove | 40 | - | 1 | 40 | Refrigerator and shelving for resident's personal food storage and access. Locate adjacent to dining room. |
| A3.04 | Computer Terminal | 10 | 1 | 1 | 10 | One computer for resident use. Near living room and multipurpose area. |
| A3.05 | Quiet Alcove | 70 | 1 | 1 | 70 | Small sofa. |
| | **Treatment** | | | | | |
| A3.06 | Interview/Treatment/Telepsych Room | 80 | 2-3 | 1 | 80 | For therapy and case management. Separate from staff offices. |
| | **Service Kitchen** | | | | | |
| A3.07 | Service Kitchen (ADA) | 375 | 1-5 | 1 | 375 | Preparation, cooking, and ware washing areas. (2) combination refrigerator/freezer and (2) upright freezers. Pantry. ADA accessible. Lockable when not in use. Roll-up window. |
| A3.08 | Dry Storage | 165 | - | 1 | 165 | Accessible from within kitchen. |
| | **Laundry** | | | | | |
| A3.09 | Resident Laundry Room | 120 | 1-2 | 1 | 120 | (2) washers and (2) dryers, table for folding and sorting, shelving for chemicals. Away from nurse's station and sleeping rooms. |
| | **Support** | | | | | |
| A3.10 | Clothing and Supply Room | 100 | 2-3 | 1 | 100 | For donated items. Accessible to residents with permission. |
| A3.11 | Storage Room | 50 | - | 1 | 50 | |
| A3.12 | Janitor Closet | 35 | 1 | 1 | 35 | |
| | Total, Net Area | | | | 1,665 | |
| | Grossing Factor (35%) | | | | 1.35 | |
| | **Total DGSF** | | | | **2,248** | |

| Space No. | Space Description | Net Area Standard | No. Users | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| **A4.00** | **Staff Administration & Support** | | | | | |
| | **Work Areas** | | | | | **Staff-Only.** |
| A4.01 | Large Office | 120 | 1-2 | 1 | 120 | Can be used as flex office when not in use by clinician. |
| A4.02 | Small Office | 100 | 1 | 1 | 100 | See residents in space no. 3.06 interview/treatment room. |
| A4.03 | Flex Office | 100 | 1 | 1 | 100 | |
| A4.04 | Staff Workstation (bullpen) | 50 | 1 | 4 | 200 | |
| A4.05 | Conference/Break Room | 240 | 7-8 | 1 | 240 | Shared with staff for dual use as a conference/break area. Accessible from main living area and staff area. |
| A4.06 | Nurse's Station | 90 | 1 | 1 | 90 | Adjacent to med room. Open station with view to entire milieu. |
| A4.07 | Medication Room | 90 | 1 | 1 | 90 | Table or countertop for pill dispensing, counter with upper and lower cabinets including sink, undercounter refrigerator, large cabinet with shelving for resident medications, distribution window accessible from main living area. |
| | **Support** | | | | | |
| A4.08 | Copy/Supply/Mail Room | 25 | - | 1 | 25 | Countertop, upper and lower cabinets, shelving. |
| A4.09 | Coffee Counter | 20 | 10 | 1 | 20 | |
| A4.10 | Storage | 75 | - | 1 | 75 | |
| A4.11 | Staff Toilet | 65 | 1 | 1 | 65 | All-gender. |
| | Total, Net Area | | | | 1,125 | |
| | Grossing Factor (35%) | | | | 1.35 | |
| | **Total DGSF** | | | | **1,519** | |

| Space No. | Space Description | Net Area Standard | No. Users | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| **A5.00** | **Building Support** | | | | | |
| A5.01 | Electrical Room | 150 | - | 1 | 150 | |
| A5.02 | Mechanical Room | 90 | - | 1 | 90 | |
| A5.03 | Central Laundry Room and Storage | 120 | 1-2 | 1 | 120 | For staff managing linens and other items for outgoing and incoming residents. (1) washer, (1) dryer, folding/sorting table, storage shelving. |
| | Total, Net Area | | | | 360 | |
| | Grossing Factor (10%) | | | | 1.10 | |
| | **Total DGSF** | | | | **396** | |
| | **Total DGSF - CRT Diversion/Out-of-Custody** | | | | **7,090** | |
| **A6.00** | **Exterior Areas** | | | | | |
| A6.01 | Public Entry Plaza | 1,000 | 2-6 | 1 | 1,000 | Serves entire building. |
| A6.02 | Delivery Court | 520 | - | 1 | 520 | |
| A6.03 | Resident Private Courtyard | 1,700 | 16 | 1 | 1,700 | Small basketball court, gardening area with raised plant beds and shed for gardening tools and equipment,walking trail, benches, and pergola for shade, equipment storage shed. Picnic tables and chairs. Small fenced area for visitation. |
| A6.04 | Resident Property Storage Shed | 100 | - | 1 | 100 | Prefab shed on site. |
| | **TOTAL EXTERIOR AREA GSF** | | | | **3,320** | |

**Santa Barbara County**
Crisis Residential Treatment Center - Post-Release Transition
Final Space List - October 3, 2025

| Space No. | Space Description | Net Area Standard | No. Users | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| **B1.00** | **Entrance, Lobby & Intake** | | | | | |
| | **Entrance and Check-In** | | | | | |
| B1.01 | Reception/Visitor Check-In | 48 | 1 | 1 | 48 | |
| B1.02 | Lobby | 250 | 1-6 | 1 | 250 | Magnetometer at front door to facility. |
| | **Visitation** | | | | | |
| B1.03 | Visitation Alcove | 65 | 1-3 | 1 | 65 | Open area off lobby. Comfortable seating. |
| B1.04 | Public Restroom | 60 | 1 | 1 | | All-gender. |
| B1.05 | Visitor Lockers | 10 | - | 1 | 0 | Bay of 8 half-height lockers. 24" minimum width. Part of lobby SF. |
| | **Intake** | | | | | |
| B1.06 | Intake Room | 140 | 2 | 1 | 140 | Table and chairs for intake paperwork processing. Includes property check-in. |
| | Total, Net Area | | | | 503 | |
| | Grossing Factor (15%) | | | | 1.15 | |
| | **Total DGSF** | | | | **578** | |
| **B2.00** | **Resident Sleeping Areas** | | | | | |
| | **Male Wing** | | | | | |
| | **Grouping 1** | | | | | |
| B2.01 | Sleeping Room - Single | 105 | 1 | 1 | 105 | Bed, bedside table, stand-alone closet. |
| B2.02 | Sleeping Room - Double | 160 | 2 | 1 | 160 | (2) beds, (2) bedside tables, (2) stand-alone closets. |
| B2.03 | Restroom | 50 | 1 | 1 | 50 | Located and shared between two sleeping rooms. |
| | **Grouping 2** | | | | | |
| B2.04 | Sleeping Room - Double | 160 | 2 | 2 | 320 | (2) beds, (2) bedside tables, (2) stand-alone closets. |
| B2.05 | Restroom | 50 | 1 | 1 | 50 | Located and shared between two sleeping rooms. |
| | **Grouping 3** | | | | | |
| B2.06 | Sleeping Room - Single ADA | 130 | 1 | 1 | 130 | |
| B2.07 | Sleeping Room - Double ADA | 170 | 2 | 1 | 170 | |
| B2.08 | Restroom - ADA | 90 | 1 | 1 | 90 | Located and shared between two sleeping rooms. |
| | **Female Wing** | | | | | |
| | **Grouping 1** | | | | | |
| B2.09 | Sleeping Room - Single | 105 | 1 | 1 | 105 | |
| B2.10 | Sleeping Room - Double | 160 | 2 | 1 | 160 | |
| B2.11 | Restroom - ADA | 50 | 1-2 | 1 | 50 | Located and shared between two sleeping rooms. |
| | **Grouping 2** | | | | | |
| B2.12 | Sleeping Room - Single ADA | 130 | 1 | 1 | 130 | |
| B2.13 | Sleeping Room - Double ADA | 170 | 2 | 1 | 170 | |
| B2.14 | Restroom | 50 | 1-2 | 1 | 50 | Located and shared between two sleeping rooms. |
| | **Resident Sleeping Areas Support** | | | | | |
| | Total, Net Area | | | | 1,740 | |
| | Grossing Factor (35%) | | | | 1.35 | |
| | **Total DGSF** | | | | **2,349** | |
| **B3.00** | **Resident Living Areas** | | | | | |
| | **Gathering Areas** | | | | | |
| B3.01 | Living Room | 20 | 1 | 16 | 320 | Sized for 16 residents. |
| B3.02 | Dining/Multipurpose Area | 15 | 1 | 20 | 300 | Open multipurpose dining/program/ activity area. Adjacent to service kitchen. |
| | | | | | | Refrigerator and shelving for resident's personal food storage and access. Locate adjacent to |
| B3.04 | Computer Terminal | 10 | 1 | 1 | 10 | One computer for resident use. Near living room and multipurpose area. |
| B3.05 | Quiet Alcove | 70 | 1 | 1 | 70 | Small sofa. |
| | **Treatment** | | | | | |
| B3.06 | Interview/Treatment/Telepsych Room | 80 | 2-3 | 1 | 80 | For therapy and case management. Separate from staff offices. |

| Space No. | Space Description | Net Area Standard | No. Users | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| | **Service Kitchen** | | | | | |
| B3.07 | Service Kitchen (ADA) | 375 | 1-5 | 1 | 375 | Preparation, cooking, and ware washing areas. (2) combination refrigerator/freezer and (2) upright freezers. Pantry. ADA accessible. Lockable when not in use. Roll-up window. |
| B3.08 | Dry Storage | 165 | - | 1 | 165 | Accessible from within kitchen. |
| | **Laundry** | | | | | |
| B3.09 | Resident Laundry Room | 120 | 1-2 | 1 | 120 | (2) washers and (2) dryers, table for folding and sorting, shelving for chemicals. Away from nurse's station and sleeping rooms. |
| | **Support** | | | | | |
| B3.10 | Clothing and Supply Room | 100 | 2-3 | 1 | 100 | For donated items. Accessible to residents with permission. |
| B3.11 | Storage Room | 50 | - | 1 | 50 | |
| B3.12 | Janitor Closet | 35 | 1 | 1 | 35 | |
| | Total, Net Area | | | | 1,665 | |
| | Grossing Factor (35%) | | | | 1.35 | |
| | **Total DGSF** | | | | **2,248** | |

| B4.00 | Staff Administration & Support | | | | | |
|---|---|---|---|---|---|---|
| | **Work Areas** | | | | | **Staff-Only.** |
| B4.01 | Large Office | 120 | 1-2 | 1 | 120 | Can be used as flex office when not in use by clinician. |
| B4.02 | Small Office | 100 | 1 | 1 | 100 | See residents in space no. 3.06 interview/treatment room. |
| B4.03 | Flex Office | 100 | 1 | 1 | 100 | |
| B4.04 | Staff Workstation (bullpen) | 50 | 1 | 4 | 200 | |
| B4.05 | Conference/Break Room | 240 | 7-8 | 1 | 240 | Shared with staff for dual use as a conference/break area. Accessible from main living area and staff area. |
| B4.06 | Nurse's Station | 90 | 1 | 1 | 90 | Adjacent to med room. Open station with view to entire milieu. |
| B4.07 | Medication Room | 90 | 1 | 1 | 90 | Table or countertop for pill dispensing, counter with upper and lower cabinets including sink, undercounter refrigerator, large cabinet with shelving for resident medications, distribution window accessible from main living area. |

| Space No. | Space Description | Net Area Standard | No. Users | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| | **Support** | | | | | |
| B4.08 | Copy/Supply/Mail Room | 25 | - | 1 | 25 | Countertop, upper and lower cabinets, shelving. |
| B4.09 | Coffee Counter | 20 | 10 | 1 | 20 | |
| B4.10 | Storage | 75 | - | 1 | 75 | |
| B4.11 | Staff Toilet | 65 | 1 | 1 | 65 | All-gender. |
| | Total, Net Area | | | | 1,125 | |
| | Grossing Factor (35%) | | | | 1.35 | |
| | **Total DGSF** | | | | **1,519** | |

| B5.00 | Building Support | | | | | |
|---|---|---|---|---|---|---|
| B5.01 | Electrical Room | 150 | - | 1 | 150 | |
| B5.02 | Mechanical Room | 90 | - | 1 | 90 | |
| B5.03 | Central Laundry Room and Storage | 120 | 1-2 | 1 | 120 | For staff managing linens and other items for outgoing and incoming residents. (1) washer, (1) dryer, folding/sorting table, storage shelving. |
| | Total, Net Area | | | | 360 | |
| | Grossing Factor (10%) | | | | 1.10 | |
| | **Total DGSF** | | | | **396** | |
| | **Total DGSF - CRT Post-Release** | | | | **7,090** | |

| B6.00 | Exterior Areas | | | | | |
|---|---|---|---|---|---|---|
| B6.01 | Public Entry Plaza | 1,000 | 2-6 | 1 | 1,000 | Serves entire building. |
| B6.02 | Delivery Court | 520 | - | 1 | 520 | |
| B6.03 | Resident Private Courtyard | 1,700 | 16 | 1 | 1,700 | Small basketball court, gardening area with raised plant beds and shed for gardening tools and equipment,walking trail, benches, and pergola for shade, equipment storage shed. Picnic tables and chairs. Small fenced area for visitation. |
| B6.04 | Resident Property Storage Shed | 100 | - | 1 | 100 | Prefab shed on site. |
| | **TOTAL EXTERIOR AREA GSF** | | | | **3,320** | |

**Santa Barbara County**
Crisis Residential Treatment Centers - Shared Functions
Space List DRAFT - October 3, 2025

| Space No. | Space Description | Net Area Standard | No. Occupants | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| **C1.00** | **Shared Building Support** | | | | | |
| C1.01 | MPOE/Data Room | 140 | - | 1 | 140 | |
| | Total, Net Area | | | | 140 | |
| | Grossing Factor (10%) | | | | 1.10 | |
| | **Total DGSF** | | | | **154** | |
| | | | | | | |
| | **Total DGSF - Shared Spaces** | | | | **154** | |
| | | | | | | |
| **C2.00** | **Exterior Areas** | | | | | |
| C2.01 | General Building Maintenance/Materials Shed | 150 | - | 1 | 150 | Prefab shed on site. |
| C2.02 | Parking | 600 | 1 | 30 | 18,000 | Shared between CRTs. 30 stalls. Vehicle circulation. |
| | **TOTAL SHARED EXTERIOR GSF** | | | | **18,150** | |

SECTION 5

# NARRATIVES

**DESIGN NARRATIVE**

1.1 CONSTRUCTION DATA:

A. R-4 Occupancy

B. Delayed egress to exterior and to public lobby

C. Type V-B wood framed, fully sprinklered

D. Both halves of building to be separated by a 2-hour fire wall

1.2 EXTERIOR FINISHES:

A. Walls shall comprised of:
1. 3-coat plaster over 2" minimum rigid insulation plus R-19 batt insulation in wall cavity
2. Hardi-siding over 2" minimum rigid insulation plus R-19 batt insulation in the wall cavity
3. 2x trim, painted

B. Windows shall be 1-inch insulated safety glazing

C. Roof shall be tile and accommodate a solar array

1.3 INTERIOR FINISHES:

A. Walls and ceilings shall be gyp. sheathing, painted, level 4 finish unless otherwise noted

B. Wall base shall be solid 1x8 wood trim

C. Wainscots and chair rails shall be applied in living areas as appropriate

D. Toilet areas shall have water resistant gyp. sheathing with tile wainscot to 6-feet

E. Showers shall have water resistant tile backer board with tile to ceiling

F. Flooring shall be LVT wood-look floor throughout unless otherwise noted

G. Showers shall have tile floors that slope to drain – ADA compliant as required

H. Countertops shall be solid surface with laminate lower and upper cabinets

1.4 FURNISHINGS:

A. Bedrooms shall have ligature resistant behavioral health furnishings

B. Public areas shall have residential furnishings

1.5 ANTI-LIGATURE ELEMENTS:

A. Door hardware

B. Grab bars

C. Shower heads

D. Shower curtains





E. Window blinds

F. Wall sconces (for reading) in bedrooms

G. All furniture and fixtures in areas where residents are alone (bedrooms, toilets, showers)

1.6 KITCHEN:

A. Refer to space list and plan for required appliances

B. The kitchen needs to be disabled accessible and meet health department requirements for food prep

C. All appliances shall be ADA compliant

D. Countertops shall be ADA compliant (or a percentage of the counters as allowed by ADA)

E. At least one of each type of sink shall be ADA compliant

F. A 3-compartment sink is required to meet health department requirements

G. A percentage of storage must meet ADA requirements

H. Knee space shall be provided below accessible sinks, ranges, and prep areas

I. Wall switches and outlets shall be ADA compliant (or a percentage as allowed by ADA)

**END OF SECTION**

**CIVIL DESIGN NARRATIVE**

**Site prep**: Pad elevations are expected to result in a balanced site with no significant import or export.

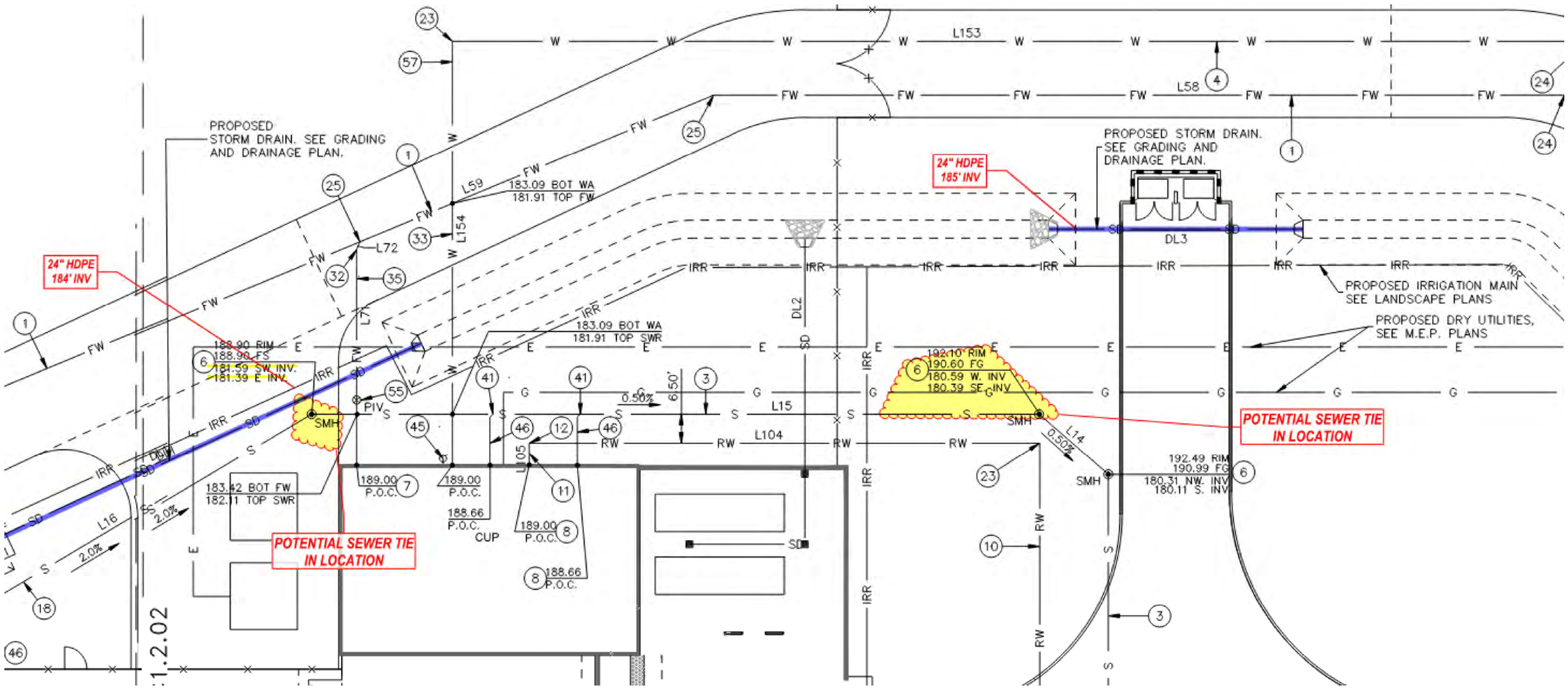
**Water**: Tie into existing on-site system that serves the jail. For cost, assume boosters needed, but will need to be confirmed through fire dept / pressure tests.

**Fire Water:** Assumed served from the same supply. For cost, assume boosters needed, but will need to be confirmed through fire dept / pressure tests.

**Sewer:** Tie into existing on-site system approximately 1000-ft away (500 to NBJ extension, another 500 to the existing jail). See Figure C1 below for potential connections. From analysis, it appears there is enough cover. Capacity will need to be verified with LCSD including all downstream points which would confirm the need of a holding basin to not exceed the system capacity.

**Storm Drain:** Site runoff would sheet flow south towards the existing flood control basin. Similarly to the NBJ situation, capacity would need to be confirmed. Additional grading to restore or increase storage may be required.

**END OF SECTION**


PROPOSED STORM DRAIN. SEE GRADING AND DRAINAGE PLAN.
24" HDPE 184' INV
24" HDPE 185' INV
PROPOSED STORM DRAIN. SEE GRADING AND DRAINAGE PLAN.
183.09 BOT WA
181.91 TOP FW
183.09 BOT WA
181.91 TOP SWR
183.42 BOT FW
182.11 TOP SWR
188.90 RIM
188.90 FS
181.59 SW INV.
181.39 E INV.
192.10 RIM
190.60 FG
180.59 W. INV
180.39 SE INV
192.49 RIM
190.99 FG
180.31 NW. INV
180.11 S. INV
PROPOSED IRRIGATION MAIN SEE LANDSCAPE PLANS
PROPOSED DRY UTILITIES, SEE M.E.P. PLANS
POTENTIAL SEWER TIE IN LOCATION
POTENTIAL SEWER TIE IN LOCATION
SMH
SMH
SMH
P.O.C.
CUP
L153
L58
L59
L154
L72
L15
L104
L105
L16
L14
DL2
DL3
0.50%
2.0%
6.50'

## HVAC DESIGN NARRATIVE

1.1 QUALITY ASSURANCE:

A. All drawings and calculations shall be prepared by and stamped and signed by a California licensed mechanical engineer. Engineer team shall have experience in projects of this scale, complexity and system types within last 5 years.

1.2 SYSTEM CONFIRMATION REQUIREMENTS:

A. Submit a narrative description of major systems proposed, along with design concepts and philosophy presented in the proposed design. Include description of how the proposed design achieves the goals and design guidelines for the project. Supplement as appropriate with graphic material to convey the design intent. Provide written description of any requested deviations from the Criteria Documents.

1.3 DESIGN PARAMETERS:

A. Summer Outdoor Design Temperature: 83 F / 65 F WB (ASHRAE 0.1%)

B. Winter Outdoor Design Temperature: 31 F (ASHRAE Median of Extremes)

C. Indoor Temperatures (Summer/Winter):

| | | |
|---|---|---|
| 1. | 75 F / 74 F | Dining, Conference, offices |
| 2. | 78 F / 72 F | Sleeping areas |
| 3. | 78 F / 70 F | Corridor, toilets |
| 4. | 75 F / 75 F | Data/MPOE (dedicated unit) |
| 5. | 78 F / 70 F | Storage |
| 6. | 90 F / 50 F | Electrical and mechanical rooms |

D. No humidification is required.

1.4 INTERNAL DESIGN LOAD REQUIREMENTS:

A. Lighting Loads: 0.8 watts per square foot minimum (overhead) and 0.2 watts per square foot (task lighting allowance) or actual design load, whichever is greater.

B. People Loads: Custody area: 150 square feet per person or based on actual count, whichever is greater. All other areas per California Energy Efficiency Standards.

C. Equipment Loads: 2.0 watts per square foot minimum custody areas, base other areas on actual load.

1.5 EXTERNAL DESIGN LOAD REQUIREMENTS:

A. Based on actual material and construction proposed using design temperatures above. Internal shading may not be used to reduce the load calculated.





1.6 VENTILATION REQUIREMENTS:

| | Area | Air Balance Relationship to Adjacent Spaces | Outside Air Minimum CFM Per Person | Exhaust Air Changes** |
|---|---|---|---|---|
| 1. | Corridors | Neutral | 20 | - |
| 2. | Living spaces, Offices | Neutral | 20 | - |
| 3. | Toilet Rooms | Negative | - | 12 |
| 4. | Mechanical Areas | Negative | - | 8 |
| 5. | Electrical Areas | Negative | - | 8 |

** provide 100% exhaust from rooms listed.

B. Outdoor air ventilation shall be introduced to each air conditioning system serving occupied spaces of the building. Supply shall be continuous which the building is occupied. A fixed quantity equating to a minimum of 0.15 CFM/SF or 15 CFM/person or, as described in the table above, shall be provided. The Design/Builder shall arrange and orient the outdoor air intakes to minimize the potential for contamination from plumbing vents, general building exhaust, trash areas, vehicular traffic and the like.

C. Ventilation during the construction processes: If the mechanical systems are used during the construction process, they shall be provided with return inlet filtration of sufficient efficiency so as not to contaminate the air distribution system. The HVAC systems shall be returned to like new condition, filters replaced with new and the warranties shall not begin until occupancy.

1.7 HVAC SYSTEM:

A. Provide central, variable-air-volume, rooftop air handling units (AHU) with hot water heating coils and chilled water coils.

B. AHU's shall have full 100% outdoor air economizer operation and minimum of MERV-13 filtration. Provide sufficient slope, drainage routes and maintenance access for condensate pans.

C. Initial HVAC equipment anticipated (to be verified by the design-builder) is as follows:
1. (1) 9,000 cfm unit to serve the East half of the building.
2. (1) 9,000 cfm unit to serve the West half of the building.

D. AHUs shall be ducted to terminal variable-air-volume boxes with hot water reheat. Boxes shall be zone for usage and occupancy. Provides zones as shown on criteria documents (approximately 20 zones per AHU is anticipated), and/or as agreed to with the Owner during design confirmation.

E. The shared MPOE/Data room shall be provided with a dedicated split AC unit. Unit status and space high temperature alarm shall report to the DDC control system.

F. Screen all rooftop mechanical equipment from critical view locations at the site.

1.8 HVAC DISTRIBUTION:

A. Provide a minimum of one supply air diffuser and one return register for each room.

B. Coordinate placement of grilles with light fixtures and sprinkler head locations, speakers, and smoke/security detectors. If transfer grilles are used, they should be arranged with lined ductwork between to minimize noise and light transmittance.

C. Coordinate exact locations of ceiling inlets and outlets with architectural reflected ceiling plans. Outlet neck velocities shall not exceed 600 FPM. Inlet neck velocities shall not exceed 500 FPM. In rooms larger than 500 sq. ft., airflow per diffuser shall not exceed 500 CFM and in rooms less than 500 sq. ft., air flow per diffuser shall not exceed 300 CFM. This does not apply to linear or other high volume specialty air outlets

D. Modulating damper velocities shall not exceed 1500 fpm. Use no duct smaller than 8 x 6 or 6" diameter.

E. Minimum overall air circulation rate in any occupied area shall be 0.6 cfm/SF.

F. Place grilles such that adequate mixing in space occurs and velocity in all areas of the occupied zone (3 feet to 7 feet above finished floor) is between 50 and 80 FPM.

G. Fully duct return system, no return plenums allowed.

1.9 DUCT DESIGN:

A. Duct design shall be in accordance with the latest edition and printing of the SMACNA HVAC Systems Duct Design Manual.

B. Duct shall be designed with operating economy in mind as a priority. Use the minimum coefficients whenever possible as well as following the following criteria. Supply air, return air and exhaust air duct velocities shall not exceed 1200 FPM and duct friction shall not exceed .08" WC per 100 feet except as noted otherwise.

C. Main supply duct velocities shall not exceed 1600 FPM and duct friction shall not exceed .15" WC per 100 feet.

D. Duct sizing shall be in accordance with a friction drop method per SMACNA and ASHRAE. Rectangular ductwork shall be designed with an aspect ratio as close to 1:1 as possible.

E. Use the minimum number of fittings possible. Use round duct where space permits. Whenever possible, use wye fittings for branch take-offs. When tees are required due to physical constraints, entry shall be 45 degrees.

F. Velocity shall be as equal as possible from main entry to branch exit.

G. Avoid poor fan entry and exit conditions. Duct lining shall be avoided when possible, but is allowed for noise control

H. No fiberglass ductboard systems shall be used.

I. Air distribution to and from mechanical units shall be via sheet metal ductwork with aluminum or stainless steel for damp areas such as shower rooms.

J. At a minimum, provide 1-inch acoustical duct lining for 10 feet from fans.

1.10 EXHAUST REQUIREMENTS:

A. Electrical and mechanical rooms shall be exhausted with a thermostatically controlled fan.

B. Provide 100% exhaust from toilet rooms, janitor rooms, trash rooms, laundry areas and other miscellaneous spaces with potential odorous storage or activity.

C. Cells with a toilet shall be exhausted at a minimum of 1 CFM per square foot or 50 CFM per toilet fixture whichever is greater.





1.11 HEATING HOT WATER SYSTEM

A. Heating hot water shall be all electric utilizing central heat pump water heaters.

B. Heating hot water heaters shall be located at either a local central utility plant or combined with the new central utility plant serving the housing unit expansion.

C. Piping shall be designed for low pressure loss with a maximum of 4 feet per 100 feet of pressure loss or 4 feet per second velocity. Central plant main piping can be sized for 6 feet per 100 feet of pressure loss or 6 feet per second velocity.

D. Mount equipment on isolation for vibration and noise control as required.

E. Coordinate equipment placement with building acoustical requirements.

F. The system equipment and pumps shall be configured with standby equipment to allow system operation during servicing.

1.12 CHILLED WATER SYSTEM

A. Chilled hot water shall be provided via high-efficiency, central air-cooled chillers.

B. Chillers shall be located at either a local central utility plant or combined with the new central utility plant serving the housing unit expansion.

C. Piping shall be designed for low pressure loss with a maximum of 4 feet per 100 feet of pressure loss or 4 feet per second velocity. Central plant main piping can be sized for 6 feet per 100 feet of pressure loss or 6 feet per second velocity.

D. Mount equipment on isolation for vibration and noise control as required.

E. Coordinate equipment placement with building acoustical requirements.

F. The system equipment and pumps shall be configured with standby equipment to allow system operation during servicing.

1.13 TEMPERATURE CONTROL SYSTEMS:

A. An automatic direct digital control (DDC) temperature control system capable of standalone operation shall be provided.

B. Systems shall be entirely automatic, requiring no manual operation.

C. Provide web interface for remote monitoring and adjustment.

D. All points shall be graphically displayed.

E. System shall be BACnet compatible.

F. The system shall be Honewell Spyer to match the County standard.

G. The system shall have capability to monitor all the building control points and perform setpoint adjustments from a central interface.

H. The system shall allow offsite monitoring, alarm reporting and setpoint adjustment via a web interface.

I. The system shall allow scheduling of the equipment operation.

J. Energy monitoring and trending of building uses shall be provided.

K. Typical air-handling unit control points shall include: Supply and return air temperature; status of all fans; damper position; supply, return and outside airflow; filter status; heating and cooling stages of operation; discharge air temperature and pressure. The unit will automatically shut down on freeze, high duct static or smoke alarms.

L. Hot water system control points will include: Hot water heater enable, status, fire rate, alarm; hot water loop supply and return temperature and differential pressure; pump enable, status.

M. Chiller water system control points will include: Chiller enable, status, percent load, alarm; chilled water loop supply and return temperature and differential pressure; pump enable, status.

N. Typical terminal reheat box control points include: Discharge air temperature, space temperature, space co2 where applicable, hot water valve position, damper control.

O. Exhaust fans shall be interlocked to run with the main system or via local thermostatic control.

P. Building maintenance personnel shall be instructed in all aspects of system operation, maintenance, scheduling, and setpoint adjustment.

1.14 CLOSEOUT:

A. Provide operation and maintenance manuals prepared in accordance with ASHRAE HVAC Operation and Maintenance Manual Guideline 43-1993. Provide as-built documentation of mechanical systems.

**END OF SECTION**





**PLUMBING DESIGN NARRATIVE**

1.1 FIXTURES:

A. Fixtures shall be as noted on architectural plans and room data sheets and additionally as required by referenced codes, program or other portion of Criteria Documents and project manuals.
1. Provide vitreous china lavatories and water closets.
2. Fixtures are to be low flow, hard-wired, sensor operated.
3. Water closets to be 1.28 gpf flush valve.
4. Sinks shall be stainless steel with sensor gooseneck faucets.
5. Provide water box for refrigerator ice makers.
6. Provide hookups for residential type laundry units.

B. Provide trap primers to all floor drains and floor sinks. Provide electric trap primers when located more than 50 feet from a quick closing valve.

C. Provide hose bibs at rooftop mechanical areas, mechanical equipment rooms, and every 100 FT around the building perimeter.

D. Janitor rooms shall be provided with a water connection stub for use by vendor supplied soap dispensers.

1.2 WASTE AND VENT PIPING:

A. Waste and vent systems for fixtures shall be sized in accordance with the current edition of the CPC and per ASPE Data Books Volumes 1 and 2 plus supplements (latest editions) where CPC is silent.

B. Piping shall be cast iron with waste lines gravity drained and sloped a minimum of ¼ inch per foot. Branch lines serving sinks only may be sloped at 1/8 inch per foot.

C. Route waste mains to site connections separately for each side of the building.

D. Drains for air conditioning system condensate shall be included and discharged to floor sinks or as allowed by CPC.

1.3 STORM DRAIN PIPING:

A. System shall be designed to 2-inches per hour rainfall rate.

B. The maximum area served by any drain shall be 6,000 SF of roof surface.

C. Architectural scuppers and downspouts to discharge to grade are acceptable.

D. Insulate roof drain bodies to prevent condensation.

E. Piping shall be cast iron.

1.4 NATURAL GAS:

A. The buildings shall be all electric with no natural gas use.

1.5 DOMESTIC HOT WATER:

A. Domestic hot water shall be supplied to all lavatories, sinks, and showers and sized per ASPE recommendations.

B. Domestic hot water shall be provided via central heat pump hot water heaters located at the central plant. The system equipment and pumps shall be configured with standby equipment to allow system operation during servicing.

C. Hot water will be recirculated at a maximum of 3 feet per second with an inline circulation pump. Provide balance valves and balance each circulation branch. Size recirculation rate to allow a maximum of 3 degree temperature loss.

D. Provide tempering valves and tempered water distribution to shower areas.

E. Piping shall be type-L copper. CPVC piping will not be allowed.

1.6 DOMESTIC COLD WATER:

A. Domestic cold water shall be sized per the current edition of the CPC and per ASPE Data Books Volumes 1 and 2 plus supplements (latest editions).

B. Domestic cold water shall be provided to the building from the site water system as discussed in the civil narrative.

C. The incoming water shall be softened with a central water softening system.

D. A triplex domestic water booster pump shall be provided at the central plant.

E. Provide sectionalizing valves to isolate each side of the building.

F. Provide heat trace for any piping subject to freezing conditions.

G. Provide water hammer arrestors in accordance with PDI recommendations.

H. Piping shall be type-L copper. CPVC piping will not be allowed.

1.7 INITIAL BUILDING CAPACITY ANALYSIS (TO BE VERIFIED BY THE DESIGN-BUILDER):

A. Domestic Cold Water (per side of building): 70 fixture units. 3-inch connection.

B. Domestic Hot water (per side of building): 42 GPM, 780 gallon/hour.

C. Sanitary Sewer (per side of building): 64 fixture units. 4-inch connection.

**END OF SECTION**





**FIRE SUPPRESSION DESIGN NARRATIVE**

1.1 DESCRIPTION

A. Fully automatic wet sprinkler system to cover all areas of the building and attached overhangs in accordance with NFPA 13 requirements.

1.2 HAZARD CLASSIFICATIONS:

A. Ordinary Group 1: Storage areas, Mechanical, Electrical.

B. Light Hazard: All other areas.

1.3 WATER SUPPLY:

A. Provide a hydraulic calculated system incorporating a 10 percent safety factor in design water pressure.

B. Locate the fire department pump truck connections in coordination with the local fire authority.

1.4 RISER REQUIREMENTS:

A. Fire sprinkler risers shall be located in a riser room accessible from the building exterior.

1.5 SIZING/DENSITY REQUIREMENTS:

A. Incorporate minimum density coverage in the design of the sprinkler system in accordance with NFPA 13 requirements.

1.6 FREEZE PROTECTION:

A. Sprinkler piping that is subject to freezing conditions including piping in overhang areas, and un-conditioned spaces shall be provided with freeze protection.

1.7 HEAD TYPES:

A. Provide semi-recessed heads at public areas, and pendant at back-of house areas.

B. Provide head guards in storage areas and where heads are subject to damage.

C. Provide high heat heads in the Data room..

D. Sprinkler heads are not required at non-combustible concealed spaces.

**END OF SECTION**

**ELECTRICAL DESIGN NARRATIVE**

1.1 QUALITY ASSURANCE

A. All drawings and calculations shall be prepared by and stamped and signed by a California licensed electrical engineer. Engineer team shall have experience in projects of this scale, complexity and system types within last 5 years.

1.2 SCOPE OF NARRATIVE

A. Building will be located on northwest portion of site.
   1. Two male wings.
   2. Two female wings.
   3. Two admin wings.
   4. Living/programs areas.
   5. Support rooms.

B. New Frontier and Comcast fiber.

C. Net zero building using power generated by onsite PV system - NIC.

D. New PG&E service.

E. Connect to onsite Photovoltaic solar system.

F. Transfer switch for portable natural gas generator - NIC.

G. HVAC equipment connections.

H. Plumbing equipment connections.

I. Vandal resistant lighting throughout the facility.

J. Anti-ligature devices throughout P.I.C. areas.

K. Outdoor security lighting.

L. Fire alarm system.

M. Security system.
   1. Cameras.
   2. Door control.
   3. Sensors.

N. Data/communications:
   1. Single MPOE.
   2. MDF at MPOE.
   3. IDF at MPOE.
   4. Wireless access points.
   5. Data outlets.

1.3 MAIN ELECTRICAL SYSTEM PRELIMINARY SIZING

A. 80,000 SF x 3VA/SF lighting. = 240KVA

B. 80,000 SF x 1.5VA/SF general receptacles. = 120KVA





C. 80,000 SF x 10VA/SF HVAC. = 800MVA

D. Heat pump water heaters. = 40KVA

E. Security lighting. = 10KVA

F. Subtotal = 1.21MVA

1,600 amp, 277/480 volt 3 phase 4 wire PG&E service is recommended.

1.4 HVAC EQUIPMENT CONNECTIONS

A. Connect two, 9,000 CFM rooftop AHUs.

B. Connect dedicated, split AC system for shared MPOE room.

C. Connect 50-ton chiller with two separate circuits.

D. Connect chilled water and hot water pumps.

E. Connect VAV units throughout both building parts.

F. Connect exhaust fans:
   1. Mechanical and electrical rooms.
   2. Toilet rooms.
   3. Janitor's room.
   4. Laundry areas.
   5. Trash rooms.

G. Connect DDC and EMS controls.

1.5 PLUMBING EQUIPMENT CONNECTIONS

A. Connect heat pump water heaters.

B. Connect electric boilers.

C. Connect electric point-of-use water heaters.

1.6 INDOOR LIGHTING

A. Provide lighting in each sleeping room.

B. Provide lighting in corridors.

C. Provide lighting in common areas.

D. Provide lighting in support areas.

E. Light levels shall comply with IES standards.

F. Provide lighting controls.

G. Light fixtures shall be high efficiency LED.

H. Light fixtures shall be vandal-resistant.

1.7 OUTDOOR LIGHTING

A. Provide lighting at all entrances/exits.

B. Provide lighting in outdoor courtyards.

C. Provide lighting along site perimeter.

D. Provide parking lot lighting.

E. Provide lighting controls.

F. Light fixtures shall be high efficiency LED.

1.8 FIRE ALARM SYSTEM

A. System shall be fully activated and addressable.

B. System shall comply with NFPA 72.

C. Accessible notification devices and initiation devices shall have vandal-resistant covers.

1.9 SECURITY SYSTEM

A. Security system shall meet County standards.

B. Cameras shall be located to provide views of common areas.

C. Card readers are provided at the entry from the public area, gates in the courtyard, and entries to the administration area.

D. Alarms shall comply with County requirements.

E. Security devices in accessible areas shall be vandal-resistant.

1.10 DATA COMMUNICATIONS

A. There shall be one, single MPOE where fiber service terminates.

B. Each building part shall have an MDF.

C. Each department shall have IDFs.

D. Cabling between MDFs and IDFs shall be single node fiber.

E. Cabling from IDFs to Wireless Access Points shall be Cat 6A.

F. Cabling to all data outlets shall be Cat 6A.

G. County data/comm. standards shall be followed for all equipment and cabling requirements.

**END OF SECTION**

SECTION 6

# COST ESTIMATE

## PREFACE TO OPINION OF PROBABLE COST

The Opinion of Probable Cost hereunder has been compiled from drawings and specifications believed to be an accurate portrayal of the project as drawn and indicated by the architect and/or engineers on drawings. If said drawings and specifications are incomplete, the project cost engineer has included those items which would usually appear in final drawings and specifications for a complete project in a manner ordinarily prudent under the circumstances. Specialty items unknown to the cost engineer will not normally be included unless communicated through the architect and/or engineers.

The user is cautioned that changes in the scope of the project or the drawings and specifications after the Opinion of Probable Cost has been submitted can cause cost changes and the cost engineer should be notified for appropriate addenda to be issued to the Opinion of Probable Cost.

Escalation has been added to the Opinion of Probable Cost to the anticipated start of construction on the whole project. The escalation is based on a starting date believed to be accurate; however, unwarranted delays should be cause for added escalation at the current rate.

The Opinion of Probable Cost has also been adjusted for geographical location based on local material and labor rates as well as local construction practice in a prevailing wage environment.

In the Current Buyer's market for construction, our experience shows the following results on competitive bids, as a differential from final Opinion of Probable Cost.

| | |
|---|---|
| 1 Bid, (Sole Sourced or Negotiated) | + 15% to +38% |
| 2 - 3 Bids | + 8% to +12% |
| 4 - 5 Bids | + 4% to - 4% |
| 6 - 7 Bids | - 5% to - 7% |
| 8 or more bids | - 8% to - 20% |

***Accordingly, it is extremely important that the owner maintain continuous contact with the bidders during the bid period to assure a minimum of 4 - 5 Bids***

**Opinion of Probable Cost**

An Opinion of Probable Cost shall be construed as an indefinite evaluation of cost based on similar structures, produced from plans and/or criteria during early stages of design commonly indicated as schematic or concept level. The cost engineer will add items which are not on the plans and use judgment but cannot know in total what the architect/engineer will later include.

In providing Opinion of Probable Costs, the Client understands that the consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's Opinion of Probable Costs are made on the basis of the Consultant's professional judgment and experience and historical costs and data as the basis of pricing. The Consultant does not provide warranty or expressedly imply the bids or the negotiated cost of the work will not vary from the Consultant's Opinion of Probable Cost.

The Opinion of Probable Cost is comprised of a survey of the quantities measured from the plans and specifications beyond the schematic stage commonly known as design development or working drawings. The estimator will add those items which may not appear on the plans but which he deems may later be included by the Architect & Engineers.
The total cost is based on the work being performed by a single prime contractor in a continuous phase with construction.

The Opinion of Probable Cost will make the assumption that the following will be covered separately or not required for this project, unless specifically noted.

1. Hazardous abatement
2. Offsite work
3. Utility company fees, unless otherwise noted.
4. Any unforeseen subterranean conditions or objects

**CONTINGENCY**

The Owner and the Consultant agree that certain costs and changes may be required, and therefore, the final construction cost of the Project may exceed the Opinion of Probable Cost.

**BID**

An offer to enter into a contract at a fixed price good for a limited length of time.

**SOFT COSTS - Not included in Current Cost Estimate**



**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

Sierra West Group
CONSTRUCTION CONSULTANTS

**COMPLETE SUMMARY**

**ARCHITECT:** Nacht & Lewis

GROSS SF: 15,460
DATE: 7-Oct-25

| CURRENT ESTIMATE | GFA | | TOTAL COST | BLDG $/GSF | TOTAL BLDG $/GSF |
|---|---|---|---|---|---|
| | | | | GROSS SF: | 15,460 |
| SITE WORK | | | $3,398,812 | | |
| OFF SITE WORK | | | NOT ANTICIPATED | | |
| CRISIS RESIDENTIAL FACILITY | 15,460 | SF | $10,000,600 | $866.71 | |
| **SUBTOTAL CONSTRUCTION** | **15,460** | SF | **$13,399,412** | **$866.71** | |
| 19.0 GENERAL CONDITIONS | | 8.0% | $1,071,953 | $69.34 | |
| 20.0 CONTINGENCY | | 15.0% | $2,170,705 | $140.41 | |
| 21.0 DBE DELIVERY MARK UP STRUCTURE | | | NOT ANTICIPATED | | |
| 22.0 OVERHEAD & PROFIT | | 5.0% | $832,103 | $53.82 | |
| 23.0 BONDS AND INSURANCE | | 2.0% | $349,483 | $22.61 | |
| **DBB DELIVERY** EXCLUDES - BLDR'S RISK INS., CCIP/ SUB DEFAULT INSURANCE | | | | | |
| **SUBTOTAL MARK UPS** | | | **$4,424,244** | **$286.17** | |
| **SUBTOTAL CONSTRUCTION - TODAY'S DOLLARS** | | | **$17,823,656** | **$1,152.89** | $1,152.89 |
| | Months | Monthly Inflation | | | |
| Escalation to January 2027 from Estimate Preparation Date (8% Annual) | 14 | 0.67% | $1,663,541 | $107.60 | $107.60 |
| **TOTAL COST OF CONSTRUCTION ON BID DAY** | **15,460** | | **$19,487,197** | **$1,260.49** | |

| ALTERNATE | TOTAL W. MARK UP'S |
|---|---|
| EMERGENCY GENERATOR - 500KVA | **$899,359** |
| **TOTAL COST OF CONSTRUCTION ON BID DAY** | **$20,386,556** **$1,318.66** |

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

Sierra West Group
CONSTRUCTION CONSULTANTS

## COMPONENT COST SUMMARY

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25

| SYSTEM | CRISIS RESIDENTIAL FACILTY | | COST W/O MARK UP | $/GSF |
|---|---|---|---|---|
| | SITE WORK | | $3,398,812 | $219.85 |
| **TOTAL SITE WORK** | | | **$3,398,812** | **$219.85** |
| 1.0 | FOUNDATION | | $243,350 | $15.74 |
| 2.0 | VERTICAL STRUCTURE | | $145,490 | $9.41 |
| 3.0 | FLOOR & ROOF STRUCTURE | | $407,250 | $26.34 |
| 4.0 | EXTERIOR CLADDING | | $2,147,660 | $138.92 |
| 5.0 | ROOFING | | $258,360 | $16.71 |
| **SHELL** | | | **$3,202,110** | **$207.12** |
| 6.0 | INTERIOR PARTITION | | $1,512,437 | $97.83 |
| 7.0 | INTERIOR FINISHES | | $482,802 | $31.23 |
| **INTERIORS** | | | **$1,995,239** | **$129.06** |
| 8.0 | MISC. EQUIPMENT | | $569,715 | $36.85 |
| **FUNC. EQUIPMENT** | | | **$569,715** | **$36.85** |
| 10.0 | PLUMBING | | $720,000 | $46.57 |
| 11.0 | HVAC | | $1,233,186 | $79.77 |
| 12.0 | ELECTRICAL | | $2,048,450 | $132.50 |
| **MECHANICAL / ELECTRICAL** | | | **$4,233,536** | **$273.84** |
| **TOTAL BUILDING** | | | **$10,000,600** | **$646.87** |
| **SUBTOTAL SITE WORK AND BUILDING CONSTRUCTION** | | | **$13,399,412** | **$866.71** |
| 19.0 | GENERAL CONDITIONS | 8.0% | $1,071,953 | $69.34 |
| 20.0 | CONTINGENCY | 15.0% | $2,170,705 | $140.41 |
| 22.0 | OVERHEAD & PROFIT | 5.0% | $832,103 | $53.82 |
| 23.0 | BONDS AND INSURANCE | 2.0% | $349,483 | $22.61 |
| **SUBTOTAL MARK UPS** | | | **$4,424,244** | **$286.17** |
| **SUBTOTAL CONSTRUCTION - TODAY'S DOLLARS** | | | **$17,823,656** | **$1,152.89** |
| **TOTAL CONSTRUCTION IN TODAY'S DOLLAR** | | | **$17,823,656** | **$1,152.89** |



**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
BY: J. Moreno

**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | MOBILIZATION | 1 | LOT | $25,000.00 | $25,000 | $1.62 |
| | | CLEAR & GRUB | 80,000 | SF | $1.00 | $80,000 | $5.17 |
| | | MISCELLANEOUS DEMOLITION | 1 | LS | $10,000.00 | $10,000 | $0.65 |
| **205.0** | **1.0** | **SUBTOTAL-SITE DEMOLITION** | **15,460** | **SF** | | **$115,000** | **$7.44** |
| | | SITE SURVEY | 80,000 | SF | $0.60 | $48,000 | $3.10 |
| | | WINTERIZATION | 80,000 | SF | $0.25 | $20,000 | $1.29 |
| | | OVER EXCAVATION TO BLDG PADS- 3' D | 2,400 | CYDS | $25.00 | $60,000 | $3.88 |
| | | ENGINEERED FILL TO BLDG PADS- 3' D | 2,400 | CYDS | $40.00 | $96,000 | $6.21 |
| | | OFF HAUL OVER EXCAVATIONS | 221 | CYDS | $30.00 | $6,630 | $0.43 |
| | | SCARIFY, WATER AND COMPACT SUBGRADE | 53,652 | SF | $1.00 | $53,652 | $3.47 |
| | | FINE GRADING TO SITE | 55,922 | SF | $1.50 | $83,883 | $5.43 |
| **220.0** | **14.0** | **SUBTOTAL-EXCAVATION, FILL AND GRADING** | **15,460** | **SF** | | **$368,165** | **$23.81** |
| | | **STORM DRAIN - SURFACE DRAIN** | 55,922 | SF | $1.50 | $83,883 | $5.43 |
| | | **EROSION CONTROL** | 1 | LOT | $27,961.00 | $27,961 | $1.81 |
| | | **SANITARY SEWER** | 780 | LF | $150.00 | $117,000 | $7.57 |
| | | ADD - 1200GAL GREASE INTERCEPTOR | 1 | EA | $15,000.00 | $15,000 | $0.97 |
| | | **DOMESTIC/ FIRE WATER** | 240 | LF | $250.00 | $60,000 | $3.88 |
| | | ADD - BOOSTER PUMP AT CENTRAL PLANT | 1 | LOT | $175,000.00 | $175,000 | $11.32 |
| | | ADD - WATER SOFTNER | 1 | LOT | $45,000.00 | $45,000 | $2.91 |
| | | **LOCAL CENTRAL PLANT AND HYDRONIC PIPING** | | | | | |
| | | UTILITY ENCLOSURE | 300 | SF | $250.00 | $75,000 | $4.85 |
| | | CENTRAL PLANT EQUIPMENT - HEATING AND COOLING | 50 | TONS | $3,000.00 | $150,000 | $9.70 |
| | | ROUGH IN PIPING, PUMPS AND ELECTRICAL | 50 | TONS | $2,500.00 | $125,000 | $8.09 |
| | | **SITE LIGHTING** | 53,652 | SF | $3.00 | $160,956 | $10.41 |
| | | **SITE POWER** | | | | | |
| | | ROAD CROSSING COORDINATION | 1 | LOT | $30,000.00 | $30,000 | $1.94 |
| | | TRENCH AND BACKFILL | 500 | LF | $100.00 | $50,000 | $3.23 |
| | | PRIMARY RACEWAYS ONLY | 500 | LF | $150.00 | $75,000 | $4.85 |
| | | PULL BOXES | 2 | EA | $4,500.00 | $9,000 | $0.58 |
| | | SECONDARY FEEDER- 800A | 200 | LF | $350.00 | $70,000 | $4.53 |
| | | **EMERGENCY POWER - SINGLE 500KVA** | 15,460 | SF | $40.00 | PORTABLE | |
| | | **TELECOMMUNICATION/ DATA** | 500 | LF | $95.00 | $47,500 | $3.07 |
| **277.0** | **15.0** | **SUBTOTAL- SITE UTILITIES** | **15,460** | **SF** | | **$1,374,800** | **$88.93** |

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
BY: J. Moreno

**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | CONCRETE PAVING- WALKS | 18,252 | SF | $15.00 | $273,780 | $17.71 |
| | | CONCRETE PAVING- VEHICLE SECTION | 540 | SF | $25.00 | $13,500 | $0.87 |
| | | TIE INTO (E) AC PAVING | 96 | LF | $35.00 | $3,360 | $0.22 |
| | | AC PAVING | 34,500 | SF | $12.00 | $414,000 | $26.78 |
| | | CURB RAMPS | 360 | SF | $45.00 | $16,200 | $1.05 |
| | | DETECTABLE WARNING PAVERS | 120 | SF | $65.00 | $7,800 | $0.50 |
| | | CONCRETE CURBS | 2,490 | LF | $36.50 | $90,885 | $5.88 |
| | | ADD - ENTRY ENHANCEMENT | 1,000 | SF | $10.00 | $10,000 | $0.65 |
| | | ADD - COURTYARD ENHANCEMENT | 3,500 | SF | $20.00 | $70,000 | $4.53 |
| | | STRIPING- 4" | 470 | LF | $5.00 | $2,350 | $0.15 |
| | | STRIPING- BULK | 1,150 | SF | $6.00 | $6,900 | $0.45 |
| | | ADA/ EVC PARKING SIGNAGE | 9 | EA | $650.00 | $5,850 | $0.38 |
| | | OUTDOOR VISITATION FENCING/ GATES | 300 | LF | $650.00 | $195,000 | $12.61 |
| | | PERIMETER FENCING/ GATES | 860 | LF | $250.00 | $215,000 | $13.91 |
| | | STORAGE SHEDS | 350 | SF | $50.00 | $17,500 | $1.13 |
| | | BASIC MONUMENT | 1 | LOT | $25,000.00 | $25,000 | $1.62 |
| | | TRASH ENCLOSURE | 1 | LOT | $75,000.00 | $75,000 | $4.85 |
| | | LANDSCAPING & IRRIGATION | 2,270 | SF | $15.00 | $34,050 | $2.20 |
| | | MULCH/ MINIMAL PLANTING/ NO IRRIGATION | 8,084 | SF | $8.00 | $64,672 | $4.18 |
| **299.0** | **16.0** | **SUBTOTAL-GENERAL SITE WORK** | **15,460** | **SF** | | **$1,540,847** | **$99.67** |
| | | EXCAVATION/ OFF HAUL TO FOUNDATIONS | 221 | CYDS | $150.00 | $33,150 | $2.14 |
| | | FOOTINGS- CONTINUOUS/ GRADE BEAMS | 216 | CYDS | $950.00 | $205,200 | $13.27 |
| | | FOOTINGS- ISOLATED | 5 | CYDS | $1,000.00 | $5,000 | $0.32 |
| **310.0** | **1.0** | **SUBTOTAL-CONCRETE FOUNDATIONS** | **15,460** | **BLDGSF** | | **$243,350** | **$15.74** |
| | | SLAB ON GRADE- 5" | 15,460 | SF | $22.50 | $347,850 | $22.50 |
| | | CURBING | 920 | LF | $45.00 | $41,400 | $2.68 |
| | | HOLDOWNS | 40 | EA | $450.00 | $18,000 | $1.16 |
| **310.0** | **3.0** | **SUBTOTAL-SLAB ON GRADE** | **15,460** | **FLSF** | | **$407,250** | **$26.34** |
| | | EXTERIOR WALL ASSEMBLIES | 9,429 | SF | $90.00 | $848,610 | $54.89 |
| **410.0** | **4.0** | **SUBTOTAL-EXTERIOR WALLS** | **9,429** | **SF** | | **$848,610** | **$54.89** |
| | | INTERIOR WALLS | 18,440 | SF | $40.00 | $737,600 | $47.71 |
| | | GYPSUM BOARD TO WALLS- IMPACT RESISTANT | 13,968 | SF | | INCLUDED ABOVE | |
| **410.0** | **6.0** | **SUBTOTAL-INTERIOR WALLS** | **18,440** | **SF** | | **$737,600** | **$47.71** |
| | | STRUCTURAL STEEL | 1 | LOT | $100,490.00 | $100,490 | $6.50 |
| **510.0** | **2.0** | **SUBTOTAL-STRUCTURAL STEEL** | **10.0** | **TONS** | | **$100,490** | **$6.50** |



**County of Santa Barbara**
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**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
BY: J. Moreno

**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | MISCLELLANEOUS METALS | 1 | LOT | $45,000.00 | $45,000 | $2.91 |
| **550.0** | **2.0** | **SUBTOTAL-MISC. METALS** | **15,460** | **BLDGSF** | | **$45,000** | **$2.91** |
| | | ROOF FRAMING/ SHEARWALLS/ BEAMS/ POSTS | 17,780 | SF | $55.00 | $977,900 | $63.25 |
| **610.0** | **4.0** | **SUBTOTAL-ROUGH CARPENTRY** | **15,460** | **BLDGSF** | | **$977,900** | **$63.25** |
| | | BATT INSULATION- R-38 TO ROOF/ CLG | 15,460 | SF | $3.50 | $54,110 | $3.50 |
| **720.0** | **6.0** | **SUBTOTAL-INSULATION** | **15,460** | **SF** | | **$54,110** | **$3.50** |
| | | COMPOSITION SHINGLE ROOFING | 17,780 | SF | $8.00 | $142,240 | $9.20 |
| | | VAPOR BARRIER | 17,780 | SF | $1.50 | $26,670 | $1.73 |
| **740.0** | **5.0** | **SUBTOTAL- ROOFING** | **17,780** | **RFSF** | | **$168,910** | **$10.93** |
| | | ROOF ACCESSORIES AND FLASHINGS | 17,780 | SF | $1.00 | $17,780 | $1.15 |
| | | FASCIA FLASHING | 910 | LF | $8.00 | $7,280 | $0.47 |
| | | GUTTERS & DOWNSPOUTS | 1,030 | LF | $40.00 | $41,200 | $2.66 |
| **760.0** | **5.0** | **SUBTOTAL-SHEET METAL FLASHING** | **17,780** | **RFSF** | | **$66,260** | **$4.29** |
| | | CAULKING AND SEALANTS | 15,460 | SF | $1.50 | $23,190 | $1.50 |
| **790.0** | **5.0** | **SUBTOTAL-CAULK & SEALANTS** | **15,460** | **BLDGSF** | | **$23,190** | **$1.50** |
| | | DOORS, FRAMES & HARDWARE | 15 | EA | $8,500.00 | $127,500 | $8.25 |
| **810.0** | **4.0** | **SUBTOTAL-DOORS/FRAMES/HDWR - EXT.** | **15** | **DRS** | | **$127,500** | **$8.25** |
| | | DOORS, FRAMES & HARDWARE | 72 | EA | $3,500.00 | $252,000 | $16.30 |
| **810.0** | **6.0** | **SUBTOTAL-DOORS/FRAMES/HDWR - INT.** | **72** | **DRS** | | **$252,000** | **$16.30** |
| | | EXTERIOR GLAZING | 646 | SF | $300.00 | $193,650 | $12.53 |
| **830.0** | **4.0** | **SUBTOTAL-EXTERIOR GLAZING** | **646** | **SF** | | **$193,650** | **$12.53** |
| | | INTERIOR GLAZING- BALLISTIC RESIST. L3- TRANSACTION | 48 | SF | $750.00 | $36,000 | $2.33 |
| | | INTERIOR GLAZING- TRANSACTION AT MEDS | 24 | SF | $550.00 | $13,200 | $0.85 |
| | | INTERIOR GLAZING- AT KITCHEN | 67 | SF | $150.00 | $10,050 | $0.65 |
| **840.0** | **7.0** | **SUBTOTAL-INTERIOR GLAZING** | **139** | **SF** | | **$59,250** | **$3.83** |

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
BY: J. Moreno

**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | GYPSUM BOARD CEILINGS | 15,045 | SF | $6.00 | $90,270 | $5.84 |
| | | GYPSUM BOARD CEILINGS & FRAMING- IMPACT RESISTAN | 4,976 | SF | $30.00 | $149,280 | $9.66 |
| **910.0** | **6.0** | **SUBTOTAL-DRYWALL,ACOUSTIC - CEILING** | **20,021** | **SF** | | **$239,550** | **$15.49** |
| | | CERAMIC TILE- FLOORS | 304 | SF | $30.00 | $9,120 | $0.59 |
| | | CERAMIC TILE- BASE | 140 | LF | $24.00 | $3,360 | $0.22 |
| | | CERAMIC TILE- WALLS | 4,448 | SF | $28.00 | $124,544 | $8.06 |
| **930.0** | **7.0** | **SUBTOTAL-CERAMIC TILE** | **4,752** | **SF** | | **$137,024** | **$8.86** |
| | | GLUE-UP ACOUSTICAL TILES | 14,741 | SF | $8.00 | $117,928 | $7.63 |
| **950.0** | **7.0** | **SUBTOTAL-ACOUSTICAL TILE** | **14,741** | **SF** | | **$117,928** | **$7.63** |
| | | MIXED FLOORING AND BASE | 13,980 | SF | $10.00 | $139,800 | $9.04 |
| | | EPOXY FLOORING | 720 | SF | $40.00 | $28,800 | $1.86 |
| **965.0** | **7.0** | **SUBTOTAL-FLOORING** | **14,700** | **FLSF** | | **$168,600** | **$10.91** |
| | | PAINT TO GYPSUM BOARD | 58,194 | SF | $1.75 | $101,840 | $6.59 |
| | | EXTERIOR SEALANTS/ PAINT | 9,429 | SF | $3.00 | $28,287 | $1.83 |
| | | WALL PANELING - ALLOWANCE | 15,460 | SF | $5.00 | $77,300 | $5.00 |
| | | PAINT TO DOORS & FRAMES | 87 | EA | $250.00 | $21,750 | $1.41 |
| **990.0** | **6.0** | **SUBTOTAL-PAINT/ WALL COVERING** | **15,460** | **BLDGSF** | | **$229,177** | **$14.82** |
| | | GRAB BARS | 14 | PRS | $315.00 | $4,410 | $0.29 |
| | | TOILET PAPER DISPENSERS | 14 | EA | $200.00 | $2,800 | $0.18 |
| | | SEAT COVER DISPENSERS | 14 | EA | $200.00 | $2,800 | $0.18 |
| | | SANITARY NAPKIN DISPOSALS | 9 | EA | $100.00 | $900 | $0.06 |
| | | NAPKIN VENDORS | 2 | EA | $550.00 | $1,100 | $0.07 |
| | | SOAP DISPENSERS | 14 | EA | $125.00 | $1,750 | $0.11 |
| | | MIRRORS | 14 | EA | $250.00 | $3,500 | $0.23 |
| | | PAPER TOWEL DISPENSERS | 14 | EA | $250.00 | $3,500 | $0.23 |
| | | MOP RACKS | 2 | EA | $350.00 | $700 | $0.05 |
| | | ADA SHOWER SEATS | 4 | EA | $400.00 | $1,600 | $0.10 |
| **1010.0** | **8.0** | **SUBTOTAL-TOILET ACCESSORIES** | **15,460** | **BLDGSF** | | **$23,060** | **$1.49** |



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**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | ASSISTIVE LISTENING SYSTEM | 2 | LOT | $3,500.00 | $7,000 | $0.45 |
| | | ALS - PORTABLE | 2 | LOT | $5,000.00 | $10,000 | $0.65 |
| | | DOOR SIGNAGE | 87 | EA | $200.00 | $17,400 | $1.13 |
| | | WINDOW COVERINGS | 632 | SF | $15.00 | $9,480 | $0.61 |
| | | MAGNOMETER ENTRY SECURITY PASS THRU | 2 | EA | $35,000.00 | $70,000 | $4.53 |
| | | FIRE EXTINGUISHERS/ CABINETS | 6 | EA | $500.00 | $3,000 | $0.19 |
| | | DORM FURNISHINGS | 32 | EA | | OFOI | |
| | | STAFF/ LOBBY LOCKERS - 1/2 SIZE | 16 | EA | $650.00 | $10,400 | $0.67 |
| | | KITCHEN EQUIPMENT | 2 | LOT | $95,000.00 | $190,000 | $12.29 |
| | | DRY STORAGE RACKS | 54 | LF | $250.00 | $13,500 | $0.87 |
| | | LAUNDRY EQUIPMENT | 2 | LOT | $12,500.00 | $25,000 | $1.62 |
| | | INTERVIEW EQUIPMENT | 2 | LOT | $25,000.00 | $50,000 | $3.23 |
| **1099.0** | **8.0** | **SUBTOTAL-MISCELLANEOUS SPECIALTIES** | **15,460** | **BLDGSF** | | **$405,780** | **$26.25** |
| | | BASE CABINETS W/ COUNTERTOPS | 137 | LF | $550.00 | $75,075 | $4.86 |
| | | UPPER CABINETS | 30 | LF | $315.00 | $9,450 | $0.61 |
| | | BRACED COUNTERTOPS- 2.5' D | 10 | LF | $250.00 | $2,500 | $0.16 |
| | | BRACED COUNTERTOPS- 2' D | 175 | LF | $200.00 | $35,000 | $2.26 |
| | | BRACED COUNTERTOPS- 12" D | 22 | LF | $175.00 | $3,850 | $0.25 |
| | | STAFF/ NURSE STATIONS- DUAL HGT/ FACED | 20 | LF | $750.00 | $15,000 | $0.97 |
| **1160.0** | **8.0** | **SUBTOTAL-CASEWORK** | **15,460** | **BLDGSF** | | **$140,875** | **$9.11** |
| | | FIRE PROTECTION | 15,460 | SF | $15.00 | $231,900 | $15.00 |
| **1530.0** | **13.0** | **SUBTOTAL-FIRE PROTECTION** | **15,460** | **BLDGSF** | | **$231,900** | **$15.00** |
| | | PLUMBING FIXTURES | 48 | FIX | $15,000.00 | $720,000 | $46.57 |
| **1544.0** | **10.0** | **SUBTOTAL-PLUMBING** | **48** | **FIX** | | **$720,000** | **$46.57** |

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**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
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**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | **HVAC** | | | | | |
| | | AIR HANDLERS | 50 | TONS | $6,042.00 | $302,100 | $19.54 |
| | | SPLIT SYSTEMS | 4 | TONS | $8,000.00 | $32,000 | $2.07 |
| | | DOAS TO KITCHEN | 2,000 | CFM | $20.00 | $40,000 | $2.59 |
| | | VAV UNITS | 40 | EA | $2,500.00 | $100,000 | $6.47 |
| | | EXHAUST FANS | 15,460 | CFM | $5.00 | $77,300 | $5.00 |
| | | CONTROLS | 15,460 | SF | $7.50 | $115,950 | $7.50 |
| | | **ROUGH IN** | 15,460 | SF | $20.00 | $309,200 | $20.00 |
| | | CONDENSATE PIPING | 15,460 | SF | $1.20 | $18,552 | $1.20 |
| | | HYDRONIC PIPING- HWS&R | 15,460 | SF | $10.00 | $154,600 | $10.00 |
| | | COMMISSIONING | 15,460 | SF | $1.00 | $15,460 | $1.00 |
| | | PIPING IDENTIFICATION | 15,460 | SF | $0.20 | $3,092 | $0.20 |
| | | FIRE STOPPING | 15,460 | SF | $0.50 | $7,730 | $0.50 |
| | | SEISMIC SUPPORT | 15,460 | SF | $0.70 | $10,822 | $0.70 |
| | | PENETRATIONS/ CURBING/ RIGGING | 15,460 | SF | $1.00 | $15,460 | $1.00 |
| | | TEST AND BALANCE | 15,460 | SF | $2.00 | $30,920 | $2.00 |
| **1546.0** | **11.0** | **SUBTOTAL-HVAC** | **15,460** | **BLDGSF** | | **$1,233,186** | **$79.77** |
| | | **LIGHTING** | 15,460 | SF | $40.00 | $618,400 | $40.00 |
| | | **POWER - TWO SEPARATE ELECTRICAL SERVICES** | 15,460 | SF | $40.00 | $618,400 | $40.00 |
| | | **DATA/ SIGNAL** | 15,460 | SF | $15.00 | $231,900 | $15.00 |
| | | **SECURITY** | 15,460 | SF | $30.00 | $463,800 | $30.00 |
| | | **FIRE ALARM** | 15,460 | SF | $7.50 | $115,950 | $7.50 |
| **1610.0** | **12.0** | **SUBTOTAL-ELECTRICAL SYSTEMS** | **15,460** | **BLDGSF** | | **$2,048,450** | **$132.50** |
| | | BLDG SUBTOTAL | | | | $13,399,412 | $866.71 |
| | | GENERAL CONDITIONS | | 8.0% | | $1,071,953 | $69.34 |
| | | CONTINGENCY | | 15.0% | | $2,170,705 | $140.41 |
| | | OVERHEAD & PROFIT | | 5.0% | | $832,103 | $53.82 |
| | | BONDS AND INSURANCE | | 2.0% | | $349,483 | $22.61 |
| | | SUBTOTAL OF MARK UP | | | | $4,424,244 | $286.17 |
| | | TOTAL MARK UP PERCENTAGE | | 33.02% | | | |
| | | **TOTAL CONSTRUCTION IN TODAY'S DOLLAR** | | | | **$17,823,656** | **$1,152.89** |

GRAVEL FIRE ACCESS ROAD

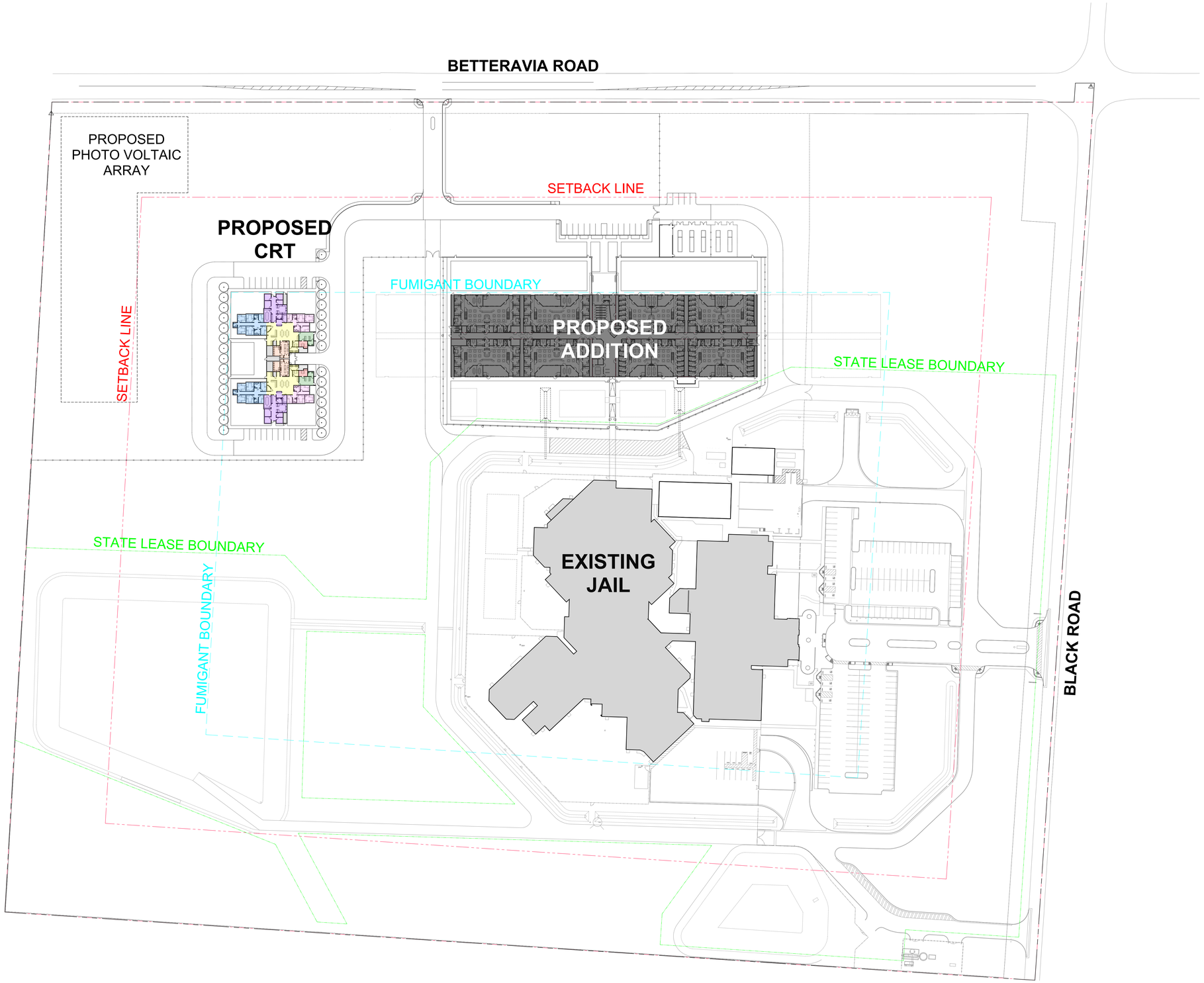
CRT ACCESS ROAD

PROPOSED JAIL
EXPANSION
(FUTURE)

PROPOSED JAIL ADDITION

PROPOSED
ACCESS ROAD

BETTERVIA ROAD


BETTERAVIA ROAD
PROPOSED
PHOTO VOLTAIC
ARRAY
SETBACK LINE
PROPOSED
CRT
FUMIGANT BOUNDARY
PROPOSED
ADDITION
STATE LEASE BOUNDARY
SETBACK LINE
EXISTING
JAIL
STATE LEASE BOUNDARY
FUMIGANT BOUNDARY
BLACK ROAD

# SCOTT HENRIKSEN

**CAPITAL DIVISION MANAGER • PROCUREMENT AND CONTRACTS DIRECTOR**

shenriksen@countyofsb.org | Santa Barbara, CA

## PROFESSIONAL SUMMARY

Accomplished Capital Division Manager and Procurement Director with 20+ years of progressive experience. Strategic and versatile professional skilled in implementing and managing project and procurement teams, capital construction projects, contract management and administration, capital improvement programs, and effective departmental compliance.

## AREAS OF EXPERTISE

Project and People Management | Budget Analysis | Strategic Planning | Contract Negotiation
Management Collaboration | Leadership | Financial Management | Supply Chain Strategy
Policy and Process Development | Teambuilding and Coaching | Creative Problem Solving

## PROFESSIONAL EXPERIENCE

**Capital Division Manager**
County of Santa Barbara | Santa Barbara, CA | July 2025 – Present
*Reports directly to Capital Division Chief. Responsible for project management development team oversight of capital improvements.*

- Management and oversight of seven project management staff.
- Provide hands-on support and supervision of ongoing and new capital projects with a focus on development phase including architectural, engineering, and environmental tasks.
- Support General Services department in a variety of capacities including capital improvement program development, Workday ERP implementation, JOC program, and Facilities Maintenance and Energy divisions collaboration and coordination.

**Procurement and Contracts Director**
Garfield County | Glenwood Springs, CO | January 2021 – June 2025
*Reports directly to County Manager and Board of County Commissioners. Responsible for procurement and project management oversight of goods, services, and capital improvements.*

- Manage, train, and develop procurement staff in all facets of Procurement Code ensuring effective and consistent work product while championing customer service.
- Responsible for stewardship of $125MM budget focused on ethical, transparent, creative and sustainable deployment of resources fostering a culture of teamwork, collaboration, innovation and efficiency to ensure public trust and value.
- Oversight of all capital improvement projects totaling $12MM annually including planning, budgeting, design, solicitation, contracting, project management, and surplus.
- Provide strategic, diplomatic, results-driven updates and presentations for executive team and Board of County Commissioners for capital project and procurement status updates.

**Capital Asset Project Manager**
City of Aspen | Aspen, CO | January 2020 – December 2020
*Reported to Capital Asset Director and Public Works Director. Primary responsibilities included completion of new City of Aspen Police Department facility and employee housing project.*

- Managed construction of new commercial and multi-family residential facilities for Aspen Police Department totaling $15MM. Oversight of general contractor, architects, engineers, and various consultants ensuring successful project closeout and grand opening.
- Selected as PM for new City Offices project, a flagship 37,000sf office building budgeted at $26MM to combine and integrate majority of segregated departments.
- Facilitated building assessments for Red Brick Building and Cozy Point Ranch to incorporate long-term capital costs into Facility Master Plan (FMP).
- Completed conceptual, schematic design, and design development phases of Water Place Ph.II, a new 50-unit City owned housing development project.

**Construction Contracts Manager**
Garfield County | Glenwood Springs, CO | January 2017 – December 2019
*Reported to Procurement and Contracts Director. Responsible for oversight of all capital project procurement including direct project management for various construction projects.*

- Facilitated all aspects of procurement for capital projects including planning, construction bidding and contract negotiation, project management and contract management.
- Adept in various project delivery methods including design-bid-build, design/build, CMAR, JOC, and experienced in all solicitation methods including IFB, RFP, RFQ, RFI, sole source, emergency, and surplus encompassing complete procurement lifecycle.
- Capital improvement project management included facility renovations, roof replacements, civil improvements, airport improvements, communications towers, and all corresponding architectural, engineering, and consultant contracts required for design and construction.

**Project Manager**
Silich Construction | Glenwood Springs, CO | January 2016 – December 2016
*Reported to company owner. Responsible for onsite supervision of homebuilding operations including floorplan customization, design options, construction, and budget oversight.*

- Successfully managed all onsite homebuilding operations for semi-custom homes including meeting with homebuyers to coordinate floorplan changes and option purchases. Coordinated all design and construction changes with architect and engineers.
- Supervised all budgeting, project bidding, contract and scope of work negotiation, invoice approvals, and vendor scheduling. Managed all aspects of construction including oversight of project superintendent for quality, safety, customer service, and professionalism.

**Associate Pastor**
Calvary Chapel Green Valley | Henderson, NV | December 2011 – December 2015
*Reported to Senior Pastor. Responsible for men's ministry and young adults' missions-based discipleship program operating in Southern California and several overseas locations.*

- Developed and implemented new discipleship program including scheduling, curriculum, budget, travel planning, ministry partnerships, and fundraising. Traveled to Uganda and Cambodia with teams to establish protocols and logistics with nationals.
- Facilitated all men's ministry events and schedules for congregation of 2,000 people.

**Vice President of Purchasing**
Ryland Homes | Las Vegas, NV & Carlsbad, CA | December 2002 – December 2011
*Reported to Division President. Responsible for oversight of all direct cost purchasing, supply chain management, architectural and engineering coordination, and integration with Operations teams and Sales & Marketing teams.*

- Successfully managed purchasing departments in multiple locations through various economic challenges. Re-structured and trained staff as needed to maintain division goals.
- Teamed with Sales, Marketing, and Design Centers, to ensure cost effective floorplans and design options were developed to maximize revenue.
- Worked closely with Operations to develop efficient floorplans, product and specification review, subcontractor negotiation and selection, and continual value engineering.

## EDUCATION

**Bachelor of Science, Construction Management**
Arizona State University | Tempe, AZ
*Graduated Magna cum laude; Recipient of Del E. Webb School of Construction Outstanding Graduate Award.*

## PROFESSIONAL DEVELOPMENT

- Computer Software – Workday ERP, Tyler New World ERP, Oracle ERP, Public Purchase, BidNet Direct, Adobe Acrobat Pro, MS Office, MS Project, Bluebeam, JD Edwards/AS400, Hyphen Solutions BuildPro.
- National Institute of Governmental Purchasing (NIGP) member
- Center for Procurement Excellence (CPE) member
- OSHA 30-HR Construction Safety Certification
- Garfield County Safety Committee Lead
- DISC Leadership Program
- Center for Creative Leadership (CCL) Program Graduate, Colorado Springs
- Building Industry Association (BIA) member
- Pacific Coast Builders Conference (PCBC) annual attendee

# Application: BR2-0000000568

Evelyn Zuroske - ezuroske@sbcbwell.org
Bond BHCIP Round 2: Unmet Needs

## Bond Round 2 Pre-Application Consultation Request Section

**Completed** - Jul 23 2025

# Bond BHCIP Round 2 Pre-Application Consultation Request Section

Bond BHCIP Round 2: Unmet Needs Pre-Application Consultation Request Form

Please complete this Pre-Application Consultation (PAC) Request Form as accurately as possible. Estimates are acceptable. The submitted information will be used for informational purposes only. It is not considered part of your application and will not be used in scoring.

In preparing to apply for Bond BHCIP Round 2: Unmet Needs funds, follow these six key steps in the order they are listed:

1. Read the RFA in its entirety, along with all attachments.
2. Review the brief self-paced modules, accessible through the BHCIP website: Application Submission, Navigating the General Match Requirements, and Real Estate Overview.
3. Prepare any general questions that you have in advance of the PAC. Please note that because this is a competitive process, we will not be able to answer project-specific questions.
4. Participate in the PAC. The PAC meeting is designed to support applicants in grasping key questions and definitions that are part of the application process.
5. A PAC Request Form must be completed for each project, but you are only required to schedule one PAC session, which will address all submitted projects. You must submit your PAC Request Form(s) no later than August 29, 2025.
6. Start the Bond BHCIP Round 2: Unmet Needs application and submit it no later than October 28, 2025.

**The deadline to submit a PAC request form is MIDNIGHT TONIGHT (Friday, August 29, 2025). Submissions after midnight are not eligible to apply for Bond BHCIP Round 2 funding.**

# Key Information

**1.** What is the name of the proposed project?

North County CRT

**2.** Please provide your contact information.

*Please do not include credentials.*

**2a.** Title

Ms

**2b.** First Name

Evie

**2c.** Last Name

Zuroske

**2d.** Organization or entity name

County of Santa Barbara Department of Behavioral Wellness

**2e.** Job title

Housing & Grants Program Manager

**2f.** Telephone

Format: 123-456-7890-extension

805-865-0592

**2g.** Email

ezuroske@sbcbwell.org

**3.** Please provide the following information about the organization that will be the lead applicant on the Bond BHCIP Round 2: Unmet Needs application.

**3a.** Legal entity name as registered with the California Secretary of State

County of Santa Barbara Department of Behavioral Wellness

**3b.** Street address—write out all place names fully (e.g., Road, Street, Place, Boulevard)

315 Camino del Remedio Bldg 3

**3c.** Address line 2

(No response)

**3d.** City

Santa Barbara

**3e.** County

Santa Barbara

3f. State

California

**3g.** Zip Code

5 digits only

93110

**3h.** Primary Business Phone

Format: 123-456-7890-extension

805-865-0592

**3i.** Website

URL must begin with http:// or https://

https://www.countyofsb.org/behavioral-wellness

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Please use the "Save & Continue Editing" button to save your work and remain on this page.

Please use the "Next" button to move to the next page. If you press the "Next" button but still have incomplete answers to required questions, this page will not advance until you have completed all the required questions.

**4.** What type of entity is the lead applicant?

County

**4a.** Is the lead applicant a county behavioral health agency?

Yes

**5.** What is the anticipated amount in Bond BHCIP Round 2: Unmet Needs funds that will be requested?

$ 30,000,000

**6.** Mandatory match guidelines and match types are set by statute and determined according to applicant type. (Refer to RFA Section 2.7)

| Local Government and Nonprofit Organizations | For-Profit Organizations | Tribal Entities |
|---|---|---|
| 10% | 25% | 5% |
| Higher priority for applicants that include a higher local cash match | | |

Based on the response to Question 5, what is the anticipated match amount for this project?

$ 3,000,000

**6a.** How does the applicant anticipate meeting the match requirement? Select all that apply.

### Responses Selected:

Property

Please use the "Save & Continue Editing" button to save your work and remain on this page.

Please use the "Next" button to move to the next page. If you press the "Next" button but still have incomplete answers to required questions, this page will not advance until you have completed all the required questions.

**7.** Will this project include a co-applicant?

No

**8.** Is this a regional collaboration with regard to service delivery?

For purposes of this application, a regional model is described as counties partnering to create established networks of organized systems of care.

No

Please use the "Save & Continue Editing" button to save your work and remain on this page.

Please use the "Next" button to move to the next page. If you press the "Next" button but still have incomplete answers to required questions, this page will not advance until you have completed all the required questions.

**Facility Information**

Q9. How many facility types are anticipated in the application for Bond BHCIP Round 2: Unmet Needs funding?

*The minimum number of facilities per project is 1, the maximum number of facilities per project is 15.*

2

## PAC_facility_01

Facility #1 Information

**9a.** What Type is Facility #1?

Mental Health Facility

**9b.** Please select the Mental Health facility type for Facility #1

Social Rehabilitation Facility (SRF)

---

**Bed** refers to a physical bed in a facility that can accommodate one person per 24-hour period. This figure must reflect the actual number of individual physical beds that will be available after the residential/inpatient facility expansion is complete. Avoid duplicate counts.

**Residential Individuals Served** is the total number of individuals served annually, based on the proposed Bond BHCIP-funded bed count. This number is the maximum capacity over the course of a year; to calculate it, multiply the number of slots by the maximum number of patients who could be served in that bed over the course of a year.

**9k.** What is the maximum number of beds **currently** available **at any given time**? If none, enter 0.

0

**9l.** Based on the **current** bed count provided in question 9k, what is the maximum number of individuals being served **annually**?

0

**9m.** What is the maximum number of **additional** beds that will be available at any given time after the proposed project is complete? Please do not count beds that are already included in your response to 9k.

*Example:* An SUD residential treatment program currently has 10 beds available (Question 9k) and proposes to use Bond BHCIP Round 2: Unmet Needs funds to expand the size and service capacity of the facility to have a total of 15 beds. The number of additional beds available after expansion with Bond BHCIP Round 2: Unmet Needs funds would be 5.

16

**9n.** Based on the **expanded** bed count provided in Question 9m, what is the maximum number of **additional** individuals you anticipate serving annually?

*Example*: An SUD residential treatment program currently has 10 beds available (Question 9l) and proposes to use Bond BHCIP Round 2: Unmet Needs funds to expand the size and service capacity of the facility by 5 beds (Question 9m). The maximum number of patients they can serve in each bed is 5 per year. The anticipated count of additional individuals to be served annually is 25 (5 new beds x 5 individuals per year= 25 individuals in increased capacity). This is the count of additional individuals served annually.

75

**9o.** Facility #1 Construction type

Please select one of the following construction types for this facility.

- **Ground-up new construction** (e.g., a new facility or new setting being built)
- **Addition to an existing structure** (e.g., constructing a new wing or new floor)
- **Rehabilitation and "tenant improvements" of an existing facility** currently owned by applicant that requires a building permit (non-acquisition) and expands service capacity at the current site
- **Acquisition and adaptive reuse of an existing property** that requires a building permit (e.g., new acquisition and repurposing of an apartment building)
- **Turnkey acquisition of an existing facility/building** that is ready for operations that does not require a building permit

Ground-up new construction

**9s.** Will this proposed facility be part of a campus that collocates multiple levels of care on the behavioral health continuum?

*"Campus" is defined as three or more eligible behavioral health facilities that are collocated at the same site, including existing facilities (non-BHCIP/Bond BHCIP funded) and Bond BHCIP Round 2- proposed facilities.*

Yes, as part of an existing campus

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## PAC_facility_02

Facility #2 Information

**9a.** What Type is Facility #2?

Mental Health Facility

**9b.** Please select the Mental Health facility type for Facility #2

Social Rehabilitation Facility (SRF)

---

**Bed** refers to a physical bed in a facility that can accommodate one person per 24-hour period. This figure must reflect the actual number of individual physical beds that will be available after the residential/inpatient facility expansion is complete. Avoid duplicate counts.

**Residential Individuals Served** is the total number of individuals served annually, based on the proposed Bond BHCIP-funded bed count. This number is the maximum capacity over the course of a year; to calculate it, multiply the number of slots by the maximum number of patients who could be served in that bed over the course of a year.

**9k.** What is the maximum number of beds **currently** available **at any given time**? If none, enter 0.

0

**9l.** Based on the **current** bed count provided in question 9k, what is the maximum number of individuals being served **annually**?

0

**9m.** What is the maximum number of **additional** beds that will be available at any given time after the proposed project is complete? Please do not count beds that are already included in your response to 9k.

*Example:* An SUD residential treatment program currently has 10 beds available (Question 9k) and proposes to use Bond BHCIP Round 2: Unmet Needs funds to expand the size and service capacity of the facility to have a total of 15 beds. The number of additional beds available after expansion with Bond BHCIP Round 2: Unmet Needs funds would be 5.

16

**9n.** Based on the **expanded** bed count provided in Question 9m, what is the maximum number of **additional** individuals you anticipate serving annually?

*Example*: An SUD residential treatment program currently has 10 beds available (Question 9l) and proposes to use Bond BHCIP Round 2: Unmet Needs funds to expand the size and service capacity of the facility by 5 beds (Question 9m). The maximum number of patients they can serve in each bed is 5 per year. The anticipated count of additional individuals to be served annually is 25 (5 new beds x 5 individuals per year= 25 individuals in increased capacity). This is the count of additional individuals served annually.

75

**9o.** Facility #2 Construction type

Please select one of the following construction types for this facility.

- **Ground-up new construction** (e.g., a new facility or new setting being built)
- **Addition to an existing structure** (e.g., constructing a new wing or new floor)
- **Rehabilitation and "tenant improvements" of an existing facility** currently owned by applicant that requires a building permit (non-acquisition) and expands service capacity at the current site
- **Acquisition and adaptive reuse of an existing property** that requires a building permit (e.g., new acquisition and repurposing of an apartment building)
- **Turnkey acquisition of an existing facility/building** that is ready for operations that does not require a building permit

Ground-up new construction

**9s.** Will this proposed facility be part of a campus that collocates multiple levels of care on the behavioral health continuum?

*"Campus" is defined as three or more eligible behavioral health facilities that are collocated at the same site, including existing facilities (non-BHCIP/Bond BHCIP funded) and Bond BHCIP Round 2- proposed facilities.*

No

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**Additional Project Information**

**9t.** Identify all existing and proposed behavioral health facility types that make up the campus model proposed and identify all funding sources being utilized or necessary to construct each facility type identified.

This project in northern Santa Barbara County would be the start of a campus model focused on serving behavioral health clients.

**9u.** Will the proposed facility on this campus include housing (non-Bond BHCIP funding)?

No

**9v.** Will this campus be co-located with other housing projects (e.g. BHBH, Homekey, etc.)?

No

10. What is the projected construction completion date for the project? Please enter as MM/DD/YYYY

9/30/2027

11. Describe how the proposed project will address behavioral health priorities and unmet needs within the community(ies) to be served. Reference appropriate evidence such as county health assessments and state health disparities reports.

As supported by the highlighted service categories in the Bond BHCIP Round 2 application, there is still a huge gap in social rehabilitation settings, especially at the crisis residential treatment level. This project proposes two buildings with a capacity of 16 residents for a total of 32 beds, serving approximately 100 clients a year. The capacity is set by licensing requirements for Medi-Cal funding.

12. Please provide the following information about the proposed project location.

12a. Proposed project site/property city

Santa Maria

12b. Proposed project site/property county

Santa Barbara

12c. Does the proposed project site/property have a specific address or addresses?

No

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PAC Questions

Q13. Are you submitting an application for more than one project?

No

14. Are there specific questions you would like to share in anticipation of the PAC?

Clarification of what's necessary to submit as Phase 2 or 3. Identification of preferred completion dates. Clarification of what's necessary to show a regional project. Clarification of Letters of Support, especially since as a county entity it is hard for us to obtain letters from community-based organizations since they also bid for contracts with us.

Please use the "Save & Continue Editing" button to save your work and remain on this page.

Please use the "Next" button to move to the next page. If you press the "Next" button but still have incomplete answers to required questions, this page will not advance until you have completed all the required questions.

I hereby certify that

1) I possess the authority to submit this certification on behalf of the Applicant (and co-applicant, if applicable).

2) I am providing this information in connection with an application for funding from the State of California (the “State”) through the Department of Health Care Services (“DHCS”) pursuant to the Bond Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2: Unmet Needs Application.

3) I certify that the information, statements, and attachments included in this application are, to the best of my knowledge and belief, true and correct.

Once you have confirmed and certified the Pre-Application Consultation Request Form is complete, click the "MARK AS COMPLETE" button below followed by the “SUBMIT” button on the left side of the screen to submit the Pre-Application Consultation Request Form. For questions or concerns, please contact the Bond BHCIP Support Desk. Thank you.

## Bond Round 2 - Section 1: Minimum Requirements Confirmation

**Completed** - Oct 20 2025

# Bond BHCIP Round 2 - Section 1: Minimum Requirements Confirmation

*As part of our ongoing commitment to ensuring the highest standards of quality and compliance, the information collected through this application will be utilized primarily for application scoring and, if you are awarded, the development of your Bond Behavioral Health Continuum Infrastructure Program (BHCIP) Program Funding Agreement (PFA, or "contract"). By gathering detailed and accurate information, the Department of Health Care Services (DHCS) and Advocates for Human Potential, Inc. (AHP), the Bond BHCIP administrative entity, aim to mitigate risks, ensure the successful implementation and oversight of funded projects, and safeguard the interests of all stakeholders involved.*

*Note that the information gathered through this application will be shared with DHCS. Therefore, the submitted applications will be public records that are subject to public review pursuant to the California Public Records Act (CPRA) (Division 10 of Title 1 of the Government Code, commencing with Section 7920.000). After final awards have been issued, DHCS may disclose any materials provided by the applicants to any person making a request under the CPRA.*

**Section 1: Minimum Requirements Confirmation**

To be eligible for funding consideration, projects must meet all nine minimum threshold requirements (listed below) at the time of application. In addition, applicants will be expected to submit all relevant documents, noted with an asterisk, with their completed application.

Review the following list (also found in RFA Section 2.1):

**1. Site control*** proven by any one of the following documents:

a. Title vested to applicant demonstrated with a current title report (ownership). *Note:* Title must be vested under the applicant or co-applicant entity's name to qualify for property match.

b. Executed purchase and sale agreement (PSA)

c. Mutually executed Letter of Intent (LOI). *Note:* Binding and nonbinding LOIs are both acceptable.

d. Executed Exclusive Negotiation Agreement (ENA)

*Note:* Other documentation demonstrating site control may be submitted for DHCS consideration; be sure to discuss any other proposed site control documentation during your required pre-application consultation (PAC). A memorandum of understanding (MOU) does *not* constitute site control.

**2. A preliminary title report*** for the property to be improved or acquired with program funds. The preliminary title report should be dated within 30 days of application submission.

**3. A sustainable business plan*** (pro forma) with five-year projections (Form 9) within existing available funding (income and expenses) of future objectives and strategies for achieving them.

**4. A conceptual/schematic site plan*** with a forecast of the development potential of the property.

**5. Stakeholder support*** as demonstrated by letters of support from internal boards of directors, Tribal councils or advisory boards, and professional/community partners, as relevant. For city, nonprofit, or for-profit applicants, this would be a letter of support from their county behavioral health agency.

**6. Demonstration of county and Medi-Cal investments** to support ongoing sustainability.

**7. Match** amount and source identified.

**8. Board Authorizing Resolution (BAR)*** from the applicant and any co-applicants to confirm signing authority for the contract. Eligible entities may use the BAR template provided (Form 10). Local government entities can use their specific authorizing resolution document.

**9. Photo of proposed property*** in pre-BHCIP stage. The high-quality photo should be in a JPG format with a size of 1024x768 pixels or larger, not to exceed 15MB in file size. A PDF will be an acceptable alternative file format.

1. Does the proposed project include only eligible facility types, as listed in Section 2.4 of the RFA?

Yes

2. Does the proposed project meet all nine minimum requirements, indicating it has met the “minimum project threshold”?

Yes

**Review the requirements below before continuing your application. By completing and submitting this application, you are indicating your understanding and acceptance of the application and awards process requirements.**

- All data for the proposed project must be accurate and consistent across the application. All data and responses submitted should accurately reflect the proposed project and location and indicate how the proposed facility will address unmet behavioral health needs.
- Applicants are discouraged from using AI technology and/or cut-and-paste language.
- Lead applicant and co-applicant information will be final. DHCS will not accept any changes to the applicant(s) identified in the application once it has been submitted. Any requested changed to the applicant(s) will void an application or disqualify the application from the DHCS review process. In the event of a conditional award, any requested changes to the applicant(s) will result in the rescission of the conditional award.
- At their discretion, DHCS or AHP, DHCS' Bond BHCIP administrative entity, may contact applicants about their submitted application at any time during the review process.
- DHCS will not accept any changes, negotiations, or redlining made by conditional awardees to the PFA.
- Conditional awardees are expected to clear title to the subject property to be improved with Bond BHCIP funds and complete PFA execution within 90 days of receipt of the PFA.
- As part of the PFA execution process, conditional awardees must execute a Facility Access Agreement (FAA) stating that DHCS will have access to the Bond BHCIP-funded facility throughout the 30-year encumbrance period.
- All conditional awardees must be prepared to provide match documentation and all supporting documentation upon receipt of the conditional Notice of Award.

## Bond Round 2 - Section 2: Project Information

**Completed** - Oct 22 2025

# Bond Round 2 - Section 2: Project Information

**Section 2: Project Information**

1. Type of **lead applicant**

*Note:* More information will be gathered on the lead applicant in Section 4.

County

Is the applicant a behavioral health agency?

Yes

2. Is there a **co-applicant** for this Bond BHCIP Round 2: Unmet Needs application?

*Note:* All co-applicants are held to the same expectations and requirements as the lead applicant. Both lead applicants and co-applicants are required to provide the following documents and, if awarded and applicable, co-applicants must be prepared to co-sign the PFA and Performance Deed of Trust (PDOT) and/or Declaration of Restrictions (DOR).

- Board Authorizing Resolution (BAR)
- Corporate documents, if non- or for-profit organization
- Certificate of Good Standing (COGS)

No

4. Proposed **project title** for Bond BHCIP Round 2: Unmet Needs Funding:

Example: Pacific Recovery Center

*Note:* If awarded, the project title will be used in the project's PFA and will be displayed in related communications. Please avoid referencing specific addresses and legislative bills in the project title. Any requested changes to the title will require DHCS approval and PFA modification.

North County SRFs

**5. Project Information**

a. Describe how the proposed project will address health priorities and unmet needs within the community(ies) to be served.

*250-word limit*

Social Rehabilitation Facilities (SRFs) are a vital core component within our Continuum of Care serving individuals in need of crisis stabilization and continuous monitoring in a comprehensive residential program. Services will be utilized as an alternative to PHF admission, jail diversion and/or provide step-up care when clients need a more structured environment to continue their recovery. Residents will be provided with case management and coordination; medication management; behavioral health treatment; peer support; and discharge planning, including connection to housing resources. The care team will ensure residents have resources necessary to support continued recovery, including access and/or warm hand-offs to appropriate continuous treatment to ensure clients successfully transition back into their communities.

The DHCS Population Behavioral Health Measure County Performance Workbook updated June 6, 2025, indicates that Santa Barbara has an average of 32.3 days at the Crisis Residential Treatment level, which is higher than the statewide rate and median. Our permanent conservatorship rate per 10,000 individuals is 4.5, which is also higher than the statewide rate and median. Internal FY23/24 data reports 240 unique individuals had 308 admissions while our Sobering Center served 260 unique individuals with 321 total encounters of which 268 received sobering services, 98 were transitioned to treatment, and 28 transitioned from jail. The need for SRF programs continues to escalate with a focus on justice diversion to behavioral health services through programs such as CalAIM Initiatives and CARE as well as for clients who are discharged from the PHF, Crisis Stabilization Unit, and Sobering Center services.

b. Describe how the proposed project fits into and bolsters the behavioral health continuum of care in the region. Reference appropriate evidence such as the "Assessing the Continuum of Care for Behavioral Health Services in California" report and any local needs assessments used to justify the proposed construction/expansion.

*250-word limit*

BWell has focused on providing innovative mental health and substance use services for low-income, Medi-Cal and Medicare clients since 1962. Social Rehabilitation Facilities (SRFs) have been identified as a gap in services not only in Santa Barbara County but across the state as evidenced by the Assessing the Continuum of Care for Behavioral Health Services in California, the DHCS County Performance Workbook and in the Bond BHCIP Round 2 RFA. Community stakeholder feedback also favored SRF expansion during each engagement session. This level of crisis treatment allows individuals to step up from lower levels of care for additional support or step-down from higher levels of service such as the Psychiatric Health Facility (PHF) to continue recovery.

Located near the North Branch Jail, the program will be justice-focused while reducing the strain on our Psychiatric Health Facility (PHF) and to further stabilize clients served by our Crisis Stabilization Unit (CSU) and Sobering Center (SC). The DHCS report indicated that our arrest and recidivism rates are above statewide rate and median. Internal trends have shown, however, that when individuals engage in Crisis Residential Treatment (CRT) services, rates are reduced. BWell will be able to serve more clients in county; thereby reducing our reliance on out-of-county services. Program participants will have with wraparound services that are imperative for successful recovery and reducing recidivism. One of the most important aspects of SRFs is the ability for community reintegration, which will include access to BWell's Homeless Services and connection to housing navigation resources, when necessary.

c. Describe the types of service(s) and level of care designation(s) that will be offered in the facility(ies) once the project has been completed.

*125-word limit*

Social Rehabilitation Facilities (SRFs) are crucial for clients who are in need of crisis stabilization and continuous monitoring in a robust residential program. Residents are provided with evidence-based practices and learn skills to help them regulate their emotional response to situations that occur in their lives. Services included are case management and coordination; medication management; mental health, substance use and co-occurring disorder treatment; peer support; and discharge planning. The care team will ensure residents have resources necessary to support continued recovery, including access and/or warm hand-offs to appropriate continuous treatment and housing resources, including exploring temporary interim housing and permanent supportive housing opportunities.

d. Describe how the proposed project facility(ies) will receive referrals into the program.

*125-word limit*

BWell will utilize our successful referral process that includes two-way warm hand-offs, especially between the PHF, CSU, SC and our justice partners for jail diversion. Additionally, clients who experience crises when utilizing outpatient services can step up for crisis stabilization. We anticipate a significant increase in referrals to SRFs, especially from our justice partners, due to CalAIM initiatives, Prop 34 and CARE program implementation. Referred clients are assessed to ensure they meet admission criteria, and, if they do not, BWell collaborates with the referral source to identify appropriate programs.

Established linkages and partnership between the jail and BWell ensure individuals are not released into the community without treatment, which has often been the case throughout California and in our County.

e. Will the proposed facility(ies) have established connections to step-up/-down services?

Yes

Describe the connection to step-up/-down services.

*125-word limit*

BWell has an integrated Core Continuum of Care that serves clients in the least restrictive environment while also allowing for flexibility to move between programs as needed. The SRFs will support clients who are stepping down from higher levels of care, such as the PHF, or stepping up from outpatient treatment when more structured services are necessary for continued recovery. New and existing clients, including individuals released from jail, can be referred to all appropriate levels of care at any time. We collaborate closely with our community-based partners and surrounding counties to ensure clients have direct connections to the level of care as needed.

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6. Provide a high-quality abstract summarizing the project, explaining why it is needed, how it addresses gaps in the statewide behavioral health continuum, and how it addresses the unmet needs identified in the Request for Applications (RFA). If the proposed project were to be awarded Bond BHCIP Round 2: Unmet Needs funds, this abstract may appear in public materials.

---

a. Review the sample below and include, at minimum, the following information in your abstract:

- Project title
- Projected date of project completion (mm/dd/yyyy)
- Type(s) of construction (e.g., ground-up new construction; addition to an existing structure; rehabilitation of an existing facility; acquisition and adaptive reuse of an existing property; acquisition of an existing facility/building, ready for turnkey operations). If an existing structure, please indicate whether it is currently in operation and for what use.
- Geographic area(s) (e.g., county, city) and identification of regional or multi-county collaboration, if applicable
- Phase of project development (planning and predevelopment, design development, shovel-ready, construction)
- Organization's experience and plans for serving population(s) of focus
- Special or priority population(s) to be served by the facility, such as justice-involved persons, people experiencing homelessness, and/or youth in foster care, for example
- Community assets leveraged and/or unmet needs addressed by the proposed project; refer to state or local needs assessments as applicable
- Co-applicants or collaborators involved in the project, if any

*Example*: The Omega Organization is requesting funding for its ABC Project, which will repurpose an abandoned grocery store to become a Community Mental Health Clinic that will expand behavioral health capacity for children and youth. This project is in the design development phase, and we anticipate completion of the project by August 2029. The Omega Organization has over 50 years of experience working with children and youth and will partner with Westvale Behavioral Health to build a clinic that will expand behavioral health services for children, youth, and their families. The ABC Project will address the high need for children and youth behavioral health services in the northern region of _____ County and will specifically serve youth who are justice-involved and/or in foster care. As identified in the state's needs assessment, at present there are no Community Mental Health Clinics designed to serve children and youth in this area.

*250-word limit*

Social Rehabilitation Facilities (SRFs) are an important component within a Core Continuum of Care, yet most counties do not have enough beds. The County of Santa Barbara Department of Behavioral Wellness (BWell) seeks funding to support the construction of two 16 bed Social Rehabilitation Facilities (SRFs) on county-owned property near our North Branch Jail located in Santa Maria. This new construction project will provide short-term, recovery-focused care for individuals experiencing behavioral health crisis. The undeveloped land is adjacent to a major thoroughfare in the city, making the SRFs easily accessible via multiple modes of transportation. Bond BHCIP

Round 2 funding will allow BWell to expand this critical and increasingly needed level of care due to justice diversion initiatives and implementation of the Community Assistance, Recovery and Empowerment (CARE) program. The SRFs will receive referrals from BWell programs, justice partners, community-based organizations, and other counties. Additionally, the SRFs will serve as a step-down facility for people who are discharged from the Psychiatric Health Facility (PHF) or being transferred from the jail, while also serving as step-up treatment for clients who need additional support to continue their recovery. The project will expand access to community-based crisis services, reducing reliance on hospital emergency departments and local jails. Currently in the design phase using County General Funds, the facility is projected for completion by December 2028.

b. What date will the proposed project open?

*To continue with the application, please enter a date between April 2026 and June 2031 in the MM/DD/YYYY format.*

06/30/2029

7. Indicate which of the following **State and/or RFA-identified priorities** the proposed project is aligned with (RFA Section 1.1) and describe how the project will meet each of those priorities. Use a distinct description for each priority indicated and include statistical data when applicable. Select all that apply.

State Priorities

| Priority | Does the proposed project align with this priority? | Description: |
|---|---|---|
| Address urgent needs in the care continuum for people with mental health or substance use conditions, including unhoused people, veterans, older adults, adults with disabilities, and children and youth. | Yes | BWell provides behavioral health services for children, transitional-aged youth, adults, and older adults that span all eight Core Continuum of Care categories outlined in Assessing the Continuum of Care for Behavioral Health Services in California by Manatt Health. Clients are provided with services in a culturally responsive and client-centered environment. Clients are evaluated to determine appropriate levels of care and connected with BWell and/or community-based behavioral health and housing services Our proposed project will increase our SRF with a focus on Crisis Residential Treatment (CRT) capacity by 32 beds at the Social Rehabilitation Facility (SRF) level to exclusively serve individuals who represent the target population. The expansion will reduce stays at the Psychiatric Health Facility and in jails while individuals wait for an opening. |
| Invest in behavioral health and community care options that advance health equity of behavioral health care and community options. | Yes | BWell is committed to serving unserved, underserved, and marginalized individuals, and ensuring they have access to behavioral health services in an environment that provides culturally and linguistically responsive care. We make efforts to hire staff who mirror our client's ethnicity, race and preferred language. BWell has a robust peer program some of which were part of the state's first certification program. Staff create warm environments where clients feel safe and gain a sense of |

| | | |
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| | | belonging. Using a person-centered approach to our services and having a robust peer assistance team, we are able to connect with our clients in a way that supports positive outcomes. |
| Increase options across the life span that serve as an alternative to incarceration, hospitalization, homelessness, and institutionalization. | Yes | BWell is committed to providing behavioral health services that span the Continuum of Care for all ages. We believe treatment should be fluid to support clients at every stage along their path to recovery, focusing on interventions in least restrictive environments. Our Crisis Teams provide services throughout the county for all age levels. We continue to strengthen our partnership with law enforcement, the courts, Public Defender, District Attorney and Probation departments to focus on reducing arrests, jail time and recidivism rates and increasing participation in diversion programs. The county will increase permanent supportive housing significantly over the next three years. BWell will be training program staff on how to connect clients with housing opportunities and encourage participation in CES meetings to advocate for their clients. |
| Meet the needs of vulnerable populations with the greatest barriers to access, including people experiencing unsheltered homelessness and justice involvement. | Yes | BWell has been serving the county's most vulnerable populations since 1962 and collaborates with the County's Housing & Community Development Department, including participation in the Coordinated Entry System (CES), to ensure clients are connected to housing opportunities. We collaborate and develop strategic plans with local law enforcement, Public Defender, District Attorney, Sheriff, Probation, and the courts to address barriers to |

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| | | behavioral health and justice diversion services. BWell also conducts homeless outreach activities in the field to connect individuals to services. With the expansion of low-income housing in the county over the next few years, BWell staff will ensure clients are connected to the CES, are document ready to apply for housing, and assist during the transition to permanent living environments. |
| Ensure care can be provided in the least restrictive settings to support community integration, choice, and autonomy. | Yes | Serving clients in the least restrictive environment is a foundation of BWell's philosophy. SRFs are a natural progression from locked facilities, such as incarceration and the Psychiatric Health Facility (PHF). Currently clients are held at higher levels of care while they wait for an opening at a SRF. BWell clients have access to housing and other community supports to foster successful community re-integration. Even under conservatorship, our staff collaborate with clients so they can make decisions about treatment options ensuring they have autonomy in deciding their treatment plan. BWell staff connect clients with the Department of Social Services ensuring they have benefits and/or have the required paperwork to register for benefits. Connections are also made with Public Health ensuring clients have access to physical healthcare. |
| Leverage county and Medi-Cal investments to support ongoing sustainability. | Yes | BWell is the largest provider of behavioral health services for Medi-Cal eligible residents within the county. BWell has created behavioral health programs built upon a sustainable foundation |

| | | |
|---|---|---|
| | | consisting of Medi-Cal and Medicare reimbursement, Mental Health Realignment funding, and grant opportunities, including the Community Care Expansion grants, prior BHCIP program funding, SAMHSA grants, and other financial resources. BWell has secured $4,100,000 in Community Corrections Partner and County General funding to begin this project. Other funding includes ongoing implementation of CalAIM initiatives, Medi-Cal reimbursement and partnering with County Social Services, Public Health, Probation, and the Sheriff to ensure stainability of our programs. Members of each agency participate in the Managed Care Plan (CenCal Health) planning committee to ensure leveraging and utilization of all new benefits. |
| Leverage the historic state investments in housing and homelessness. | Yes | The Board of Supervisors has invested General Funds and the Community Corrections Partners has designated funding for the development of the SRFs which will allow the county to continue moving forward with the facilities. Leveraging of state and federal funding resources such as No Place Like Home, Federal American Rescue Plan Act, Homekey, and more have enabled creation of permanent supportive housing. Emergency and interim housing is available through Behavioral Health Bridge Housing funding, which will continue to be supported by BHSA starting in FY27/28. Using BHCIP and CCE funding, BWell will expand our outpatient services for children, youth and families and expand our Adult Residential Facilities by 12 beds. |

RFA-Identified Priorities

| Priority | Does the proposed project align with this priority? | Description: |
|---|---|---|
| Address the remaining gaps in the statewide behavioral health continuum. | Yes | The North County Social Rehabilitation Facility Project will increase our capacity by 32 beds to serve clients at the crisis-level within our Continuum of Care. As outlined in the Assessing report, Crisis Residential Treatment beds are vital to a robust continuum of care, but many counties across the state do not have a sufficient number of beds. The additional beds will expand our countywide crisis residential bed count from 60 existing beds to 92 beds, which will help alleviate the strain on our Psychiatric Health Facility. With implementation of CARE, Prop 34, and CalAIM initiatives, expansion of crisis residential treatment will be imperative to ensure individuals have access to care on a timely basis. |
| Invest in mental health community residential beds and crisis settings. | Yes | Social Rehabilitation Facility beds will serve as short-term, residential placement for individuals who are experiencing a crisis, and/or require step-down care from the PHF, MHRC, or incarceration. SRFs offer clients a home-like residential setting with staff onsite 24/7 to promote a safe and healing environment for individuals experiencing crisis. Development of these facilities will expand BWell's capacity for serving clients in this high-demand treatment level. In addition to Bond BHCIP Round 2 funding, BWell has secured Community Corrections Partnership and County General |

| | | |
|---|---|---|
| | | Funds to continue moving this project forward. |
| Distribute grant funds to rural and/or remote area(s) with outstanding behavioral health needs or insufficient behavioral health infrastructure. | Yes | Santa Barbara County is geographically separated into three distinct areas due to the mountains running throughout the County. The SRFs will be located in Santa Maria, which borders directly with San Luis Obispo County in a largely agricultural, underserved area. North County has a high minority, low-income population, common in California rural areas. Locating the SRFs in North County will allow clients to stay close to their home communities and assist with transition to lower levels of care. |
| Invest in geographic areas with no prior BHCIP infrastructure projects. | Yes | Within Santa Barbara County, a majority of treatment facilities are located in the southern region of the county, about 65 miles from the proposed facility. Locating the facilities in the northern region of our county will expand our Continuum of Care to capture the needs of our western and north county residents and allow clients to stay close to home, connected to loved ones, their care team, and their communities. BWell is fortunate to have been awarded a BHCIP Round 4 project that will increase our ability to serve children, transitional aged youth, and families in the Santa Barbara area in south county. |
| Project is a regional model that will involve the construction, renovation, and/or expansion of community-based services. | Yes | The SRF project will be centrally located to the tri-county area of San Luis Obispo, Santa Barbara, and Ventura counties, ensuring that the facility can easily serve the populations of all three counties as needed. Accepting referrals from San Luis Obispo and Ventura |

| | | |
|---|---|---|
| | | counties will relieve the strain on other resources and settings such as Psychiatric Health Facilities and Crisis Stabilization Units within our neighboring communities and promote additional accessible care for those in need. |

**8. Services Payors**

*Note:* If awarded, conditional grantees must commit to providing behavioral health services for a minimum of 30 years and are expected to operate within the DHCS-approved grant project scope, including the requirement to meet or exceed the Medi-Cal payor percentage identified. Grantees must also agree to a 30-year encumbrance on the awarded facility property's assessor's parcel number(s) (APNs).

Provide the anticipated percentage of funds by payor. **This applies to all facilities that are part of the proposed project**, including the portion that would receive Bond BHCIP Round 2: Unmet Needs funding.

Enter whole numbers only. Enter 0 if a payor category does not apply. The total must equal 100%.

| Payors | Anticipated Percentage |
|---|---|
| Private insurance or employer-provided | 0 |
| Medi-Cal | 44 |
| Medicare | 0 |
| Private pay | 0 |
| Mental Health Services Act (MHSA) | 0 |
| Behavioral Health Services Act (BHSA) | 28 |
| Substance Abuse and Mental Health Services Administration (SAMHSA) | 0 |
| Indian Health Services | 0 |
| Other | 28 |
| Total | 100.0 |

Describe the other payor sources expected for individuals who will be served by this construction/expansion.

*125-word limit*

A majority of funding for the SRF will be Medi-Cal, although additional funding will come through the Behavioral Health Services Act and Mental Health Funding Realignment (MHFR) which transfers administrative and financial control from the State of California to the counties, and plays a critical role in the financing of mental health treatment across California, including Santa Barbara County. These funding streams are consistent and reliable; therefore, we are confident that this funding will not only support services for the next five years as demonstrated in the Pro Forma (Form 9) but also ensure long-term sustainability for 30 years or more.

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Describe how the behavioral health services to be delivered at the project site(s) will be funded for the full duration of the 30-year service use restriction period.

*125-word limit*

BWell has a long history of identifying new and utilizing existing funding sources in order to sustain the provision of services to members of the community and will continue to identify funding opportunities focused on serving this population and fill any gaps that may arise over the 30-year restriction period. Key referral sources include the jails, which will ensure that clients with Medi-Cal are screened and qualify for reimbursement for SRF programs. Additionally, we will partner with San Luis Obispo and Ventura counties to ensure the facilities are run at capacity.

---

9. Is this a **regional collaboration with regard to service delivery?** For purposes of this application, a regional model is described as counties and/or Tribal entities partnering to create established networks of organized systems of care. This may include two or more counties that propose a facility that will provide behavioral health services to residents of all counties involved. For the complete definition of *regional collaboration*, see Attachment E: Glossary of Terms.

No

10. **Facility Details**

---

10a. How many facility types are part of this request for funding?

*Each facility must be reported separately, regardless of type.*

2

10b. How many buildings are part of this project?

1

Respond to the following questions by providing information for each facility type included in this request for Bond BHCIP Round 2: Unmet Needs funding. Refer to RFA Section 2.4: Eligible Facility Types for additional guidance.

***Note*: Unless otherwise specified, all requested data, projections, and responses should refer only to the Bond BHCIP funding being requested.**

- **Square Footage:** Indicate the portion of the facility that would be expanded using Bond BHCIP Round 2: Unmet Needs funds and enter numbers only (e.g., enter 1,354 square feet as "1354").
    - *Example 1:* An existing 10,000-square-foot building will be rehabilitated to become a new Mental Health Rehabilitation Center. The total square footage that would be constructed with Bond BHCIP Round 2: Unmet Needs funds is 10,000 square feet (entered as “10000”).
    - *Example 2:* An outpatient treatment program currently operating and providing behavioral health services in a 10,000-square-foot building will expand its facility to 15,000 square feet total. The total square footage **for expansion** that would be constructed with Bond BHCIP Round 2: Unmet Needs funds is 5,000 square feet (entered as “5000”).
- **Treatment Slots and Beds:** Refer to the Bond BHCIP Frequently Asked Questions (FAQs) for further guidance.
- **Outpatient and Residential/Inpatient Individuals Served Annually:** Refer to the Bond BHCIP FAQs for further guidance.

**Note**: Questions below apply to each facility type in the prospective Bond BHCIP Round 2: Unmet Needs-funded project(s). For additional information and facility type definitions, see the RFA and Attachment E: Glossary of Terms.

Facility 1

10c. Please select the category your facility falls under.

Mental Health/Residential

Facility type

Social Rehabilitation Facility (SRF)

10d. Explain how the proposed facility will meet all licensing and certification requirements. If the proposed facility does not require licensing or certification, please explain. Refer to the Bond BHCIP FAQs for further guidance.

*125-word limit*

Our Quality Care Management (QCM) team has expertise in securing licensing and certification and they will be involved during construction. Our Facilities branch and QCM will collaborate with the California Department of Health Care Services (DHCS) and/or the California Department of Social Services to ensure construction meets licensing and certification requirements. As construction nears completion, BWell will release a Request for Proposals to secure an experienced service provider who will complete the licensing and certification process.

10e. Construction type

Ground-up new construction (e.g., a new facility or new setting being built)

10f. What is the total square footage being constructed, added, rehabilitated, or acquired for this facility?

*Whole numbers only.*

7730

10g. What is the amount of requested funds that will be applied to the development of this facility?

*Whole numbers only. Format: 12345*

11978432

10h. Will funds from other sources, including other grants, loans, other bond investments, or elsewhere, be used to develop this facility?

Yes

List the amount of other funding source(s).

*Whole numbers only. Format: 12345*

2050000

Describe how these funds will be used in developing the proposed facility.

*125-word limit*

Matching funds will be applied to advance portions of the project development, design, and construction of the Social Rehabilitation Facility, including the solicitation and selection of a qualified design-build entity, design efforts, construction permitting fees, various construction items, and applicable project costs up to the match amount of $4,100,000.00. These funds will ensure the County can move forward with essential pre-construction activities without interruption of progress and support various phases of the project through completion.

**Responses to the following questions should reflect existing capacity at the time of application.**

10m. What is the maximum **number of beds currently available at any given time?** If none, enter 0.

32

10n. Based on the **current** bed count provided in Question 10m, what is the **maximum number of individuals being served annually?**

860

**Responses to the following questions should reflect expanded capacity in the event of a Bond BHCIP Round 2 award.**

10o. What is the maximum number of **expanded beds** that will be available at any given time after the proposed project is complete? Do not count beds that you included in your response to Question 10m. To ensure accuracy, refer to the Bond BHCIP FAQs for further guidance.

16

10p. Based on the bed count provided in Question 10o, what is the maximum number of **additional** individuals you anticipate serving annually after the proposed project is complete? To ensure accuracy, refer to the Bond BHCIP FAQs for further guidance.

430

10q. Please indicate the population(s) of focus whose unique needs will be met by the facility's **specific, tailored programming.**

### Responses Selected:

| |
|---|
| Transition-age youth, ages 21-25 |
| Adults, ages 18-64 |
| Perinatal (pregnant/postpartum women and their children) |
| Older adults, ages 65 and older |

10r. Please indicate the special or priority population(s) whose unique needs will be met by the facility's **specific, tailored programming.**

### Responses Selected:

| |
|---|
| People with disabilities |
| People experiencing homelessness or housing instability |
| People who identify as LGBTQ+ (sexual orientation and gender identity minorities) |
| People living with serious/severe mental or behavioral health conditions |
| People who are justice-involved |
| Women |
| Veterans of U.S. armed forces |

10s. Please indicate the racial and ethnic populations for whom **culturally competent services** will be provided in this facility.

### Responses Selected:

| |
|---|
| American Indian or Alaska Native |
| Asian Indian |
| Black or African American |
| Cambodian |
| Chinese |
| Filipino |
| Guamanian or Chamorro |
| Hispanic, Latino, or Spanish Origin |
| Hmong |
| Japanese |
| Korean |
| Laotian |
| Native Hawaiian |
| Samoan |
| Vietnamese |
| White |

10t. Will the proposed facility be part of a campus that collocates multiple levels of care on the behavioral health continuum?

*"Campus" is defined as three or more eligible behavioral health facilities that are collocated at the same site, including existing facilities (non-BHCIP/Bond BHCIP funded) and Bond BHCIP Round 2 proposed facilities.*

| |
|---|
| No |

10u. Will this facility operate as a locked facility?

No

10v. What is the anticipated date of completion for this facility?

*To continue with the application, please enter a date between April 2026 and June 2031 in the MM/DD/YYYY format.*

06/30/2029

Respond to the following questions by providing information for each facility type included in this request for Bond BHCIP Round 2: Unmet Needs funding. Refer to RFA Section 2.4: Eligible Facility Types for additional guidance.

**Important consideration: Unless specified otherwise, all requested data, projections, and responses should refer only to the Bond BHCIP funding being requested.**

- **Square Footage:** Indicate the portion of the facility that would be expanded using Bond BHCIP Round 2: Unmet Needs funds and enter numbers only (e.g., enter 1,354 square feet as "1354").
    - Example 1: An existing 10,000-square-foot building will be rehabilitated to become a new Mental Health Rehabilitation Center. The total square footage that would be constructed with Bond BHCIP Round 2: Unmet Needs funds is 10,000 square feet (entered as “10000”).
    - Example 2: An outpatient treatment program currently operating and providing behavioral health services in a 10,000-square-foot building will expand its facility to 15,000 square feet total. The total square footage for expansion that would be constructed with Bond BHCIP Round 2: Unmet Needs funds is 5,000 square feet (entered as “5000”).
- **Treatment Slots and Beds:** Refer to the Bond BHCIP Frequently Asked Questions (FAQs) for further guidance.
- **Outpatient and Residential/Inpatient Individuals Served Annually:** Refer to the Bond BHCIP Frequently Asked Questions (FAQs) for further guidance.

**Note**: Questions below apply to each facility type in the prospective Bond BHCIP Round 2: Unmet Needs-funded project. For additional information and facility type definitions, see the RFA and Attachment E: Glossary of Terms.

Facility 2

10c. Please select the category your facility falls under.

Mental Health/Residential

Facility type

Social Rehabilitation Facility (SRF)

10d. Explain how the proposed facility will meet all licensing and certification requirements. If the proposed facility does not require licensing or certification, please explain. Refer to the Bond BHCIP FAQs for further guidance.

*125-word limit*

Our Quality Care Management (QCM) team has expertise in securing licensing and certification and they will be involved during construction. Our Facilities branch and QCM will collaborate with the California Department of Health Care Services (DHCS) and/or the California Department of Social Services to ensure construction meets licensing and certification requirements. As construction nears completion, BWell will release a Request for Proposals to secure an experienced service provider who will complete the licensing and certification process.

10e. Construction type

Ground-up new construction (e.g., a new facility or new setting being built)

10f. What is the total square footage being constructed, added, rehabilitated, or acquired?

Whole numbers only.

7730

10g. What is the amount of requested funds that will be applied to the development of this facility?

Whole numbers only. Format: 12345

11978432

10h. Will funds from other sources, including other grants, loans, other bond investments, or elsewhere, be used to develop this facility?

Yes

List the amount of other funding source(s).

Whole numbers only. Format: 12345

2050000

Describe how these funds will be used in developing the proposed facility.

*125-word limit*

Matching funds will be applied to advance portions of the project development, design, and construction of the Social Rehabilitation Facility, including the solicitation and selection of a qualified design-build entity, design efforts, construction permitting fees, various construction items, and applicable project costs up to the match amount of $4,100,000.00. These funds will ensure the County can move forward with essential pre-construction activities without interruption of progress and support various phases of the project through completion.

**Responses to the following questions should reflect existing capacity at the time of application.**

10m. What is the maximum **number of beds currently available at any given time?** If none, enter 0.

32

10n. Based on the **current** bed count provided in Q10m, what is the **maximum number of individuals being served annually?**

860

**Responses to the following questions should reflect expanded capacity in the event of a Bond BHCIP Round 2 award.**

10o. What is the maximum number of **expanded beds** that will be available at any given time after the proposed project is complete? Do not count beds that you included in your response to Question 10m. To ensure accuracy, refer to the Bond BHCIP FAQs for further guidance.

16

10p. Based on the bed count provided in Question 10o, what is the maximum number of **additional** individuals you anticipate serving annually after the proposed project is complete? To ensure accuracy, refer to the Bond BHCIP FAQs for further guidance.

430

10q. Please indicate the population(s) of focus whose unique needs will be met by the facility's **specific, tailored programming.**

### Responses Selected:

| |
|---|
| Transition-age youth, ages 21-25 |
| Adults, ages 18-64 |
| Perinatal (pregnant/postpartum women and their children) |
| Older adults, ages 65 and older |

10r. Please indicate the special or priority population(s) whose unique needs will be met by the facility's **specific, tailored programming.**

### Responses Selected:

| |
|---|
| People with disabilities |
| People experiencing homelessness or housing instability |
| People who identify as LGBTQ+ (sexual orientation and gender identity minorities) |
| People living with serious/severe mental or behavioral health conditions |
| People who are justice-involved |
| Women |
| Veterans of U.S. armed forces |

10s. Please indicate the racial and ethnic populations for whom culturally competent services will be provided in this facility.

**Responses Selected:**

| |
|---|
| American Indian or Alaska Native |
| Asian Indian |
| Black or African American |
| Cambodian |
| Chinese |
| Filipino |
| Guamanian or Chamorro |
| Hispanic, Latino, or Spanish Origin |
| Hmong |
| Japanese |
| Korean |
| Laotian |
| Native Hawaiian |
| Samoan |
| Vietnamese |
| White |

10t. Will the proposed facility be part of a campus that collocates multiple levels of care on the behavioral health continuum?

*"Campus" is defined as three or more eligible behavioral health facilities that are collocated at the same site, including existing facilities (non-BHCIP/Bond BHCIP funded) and Bond BHCIP Round 2 proposed facilities.*

| |
|---|
| No |

10u. Will this facility operate as a locked facility?

No

10v. What is the anticipated completion date for this facility?

*To continue with the application, please enter a date between April 2026 and June 2031 in the MM/DD/YYYY format.*

6/30/2029

**Facilities Summary**

**Please use this page to confirm the following proposed facility information.**

***To ensure that data are updated, click 'Save and Continue Editing'. Once you have done so, if you need to make changes to facility data, please click 'Previous'.***

**# Facilities Planned: 2**

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Facility #1

- Type: Mental Health/Residential
- Category: Social Rehabilitation Facility (SRF)

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Facility #2

- Type: Mental Health/Residential
- Category: Social Rehabilitation Facility (SRF)

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***To ensure that data are updated, click 'Save and Continue Editing'. Once you have done so, if you need to make changes to facility data, please click 'Previous'.***

**Please confirm the amounts entered in the following questions are correct before moving on:**

- **Section 2, Question 10g (funds requested per facility)**
- **Section 2, Question 10h (non-BHCIP funds per facility)**

11. Is the applicant willing to receive bond grant funding for part of the proposed project?

Yes

12. Specify the services, treatments, and/or evidence-based practices that will be offered to meet the unique needs of the populations that will be served by the proposed facility(ies).

12a. Populations of Focus

| | Plans to meet the population's unique needs |
|---|---|
| Transition-age youth, ages 21-25 | BWell has TAY specific programs and is implementing an early psychosis program, which is an evidence-based approach to mitigating the need for higher levels of care throughout the participant's lifetime. BWell makes every effort to keep TAY clients as close to their community as possible. The SRFs will expand our ability to ensure TAY stay in their communities and, when needed, they will be referred to TAY specific interim housing. The County also has TAY specific permanent supportive housing and BWell staff advocates for openings available to our clients. |
| Adults, ages 18-64 | BWell provides adults with mental health and substance use early intervention and treatment programs including outpatient, short- and long-term residential care, and inpatient at our PHF, to name a few. We also assist clients with accessing social services and public health services. During FY23/24, BWell's Crisis Residential facilities served 240 unique individuals with 308 admissions. With the implementation of CARE and increase in other justice diversion programs, we anticipate an even higher need for SRF services. Expansion will help alleviate long wait times, increase our ability to flow clients between programs in a more timely manner, and keep clients closer to their support systems and community. |
| Perinatal (pregnant/postpartum women and their children) | Being pregnant is not an automatic exclusion for SRF programs but pregnant individuals must be cleared by medical professionals before entering the program. Pregnant individuals can be admitted to the SRFs on a case-by-case basis, depending on factors such as due date or need for specialized care. If specialized care is needed, the client will be connected to a facility that can meet their needs. |
| Older adults, ages 65 and older | Many of our clients are transitioning into the Older Adult category and we have responded with forward thinking development of specialized programming addressing behavioral and physical health concerns due to aging by collaborating and contracting with Skilled Nursing Facilities in Santa Maria and Santa Barbara. BWell is also pursuing opportunities to expand residential care |

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|---|---|
| | services for the elderly throughout the county. Understanding and wanting to address the increase in deaths by suicide of older adults, we implemented a campaign focused on adults 60 and over. Older adults are served in our Full Service Partnership (FSP) programs, as well as a specialized prevention and early intervention program that facilitates socialization and coping skills with primary focus on seniors in publicly funded housing. |

12b. Special or Priority Populations

| | Plans to meet the population's unique needs |
|---|---|
| People with disabilities | Since 1962, BWell has focused on providing innovative mental health and substance use services for low-income, Medi-Cal eligible clients spanning the spectrum from prevention and early intervention to our Psychiatric Health Facility. All of our facilities as well as those we contract with are ADA compliant. When BWell is unable to provide residential services to someone with specific disabilities (i.e., blind, deaf, or in need of specialized care, etc.), we ensure client needs are met at appropriate facilities in other counties, preferably as close to home as possible. BWell makes every effort to serve clients within their home community. |
| People experiencing homelessness or housing instability | BWell created a Homeless Outreach team to support individuals who are experiencing homelessness and have behavioral health issues. This team conducts outreach efforts and connects potential and current clients with emergency and interim housing. We have been able to supply the team with basic necessities to assist with building relationships that lead to engagement in services and moving into housing, including shelters and interim housing. The key to success is meeting clients where they are, having a person-centered approach, and having the patience as individuals begin to change their perspective about accepting assistance. Our team regularly checks on clients and often have 10 or more consistent contacts before clients are ready to engage. Our team includes peer specialists who strengthen our ability to engage clients. |
| People who identify as LGBTQ+ (sexual orientation and gender identity minorities) | BWell has long supported the LGBTQ+ community and understands the importance of supporting clients as they address not only their mental health and/or substance use issues, but also the other challenges in their lives. Counselors, peer assistants, and case managers utilize a holistic, client centered approach to ensure clients are served in appropriate levels of service and are connected to other BWell and community-based services as needed, especially programs focused on LGBTQ+ populations. |

| | |
|---|---|
| People living with serious/severe mental or behavioral health conditions | BWell is the largest provider of mental health and substance use services in Santa Barbara County. We partner and collaborate with community-based organizations, health systems, other counties, and within the state to ensure we are providing and/or referring clients to high-caliber services at all levels of care throughout the county. BWell operates both the Mental Health Plan and Organized Delivery System which is the primary operator of services for those with severe mental health needs and substance use disorders. |
| People who are justice-involved | BWell currently has several justice-focused programs and implemented a CARE program on December 1, 2024. We collaborate closely with county department such as Probation, the courts, District Attorney, Public Defender, and the Sheriff's Office, including supporting Co-Response teams throughout the county. The SRFs will be located near the North Branch Jail and will be a key component for individuals being released from jail. |
| Women | BWell provides exclusive services including female and female identifying only residential treatment programs and shelters with areas specifically dedicated for women and children. Additionally, BWell has numerous female clinical staff and is responsive to the needs of women in order to feel safe in the treatment environment and throughout treatment. |
| Veterans of the U.S. armed forces | BWell partners with the VA to ensure that veterans are receiving equitable and comprehensive behavioral health care and access to treatment. We also collaborate on shelter and housing opportunities specifically for the county's veteran population. BWell has clinical and support staff who are veterans and understand the unique behavioral health needs that veterans may experience. |

12c. Indicate which of the following partnerships will apply to working with people who are justice-involved. Check all that apply:

### Responses Selected:

California Department of Corrections and Rehabilitation (CDCR)

| |
|---|
| Local/County Drug or Other Specialty Courts |
| Local/County Probation |
| Other |

Please explain:

*125-word limit*

| |
|---|
| Public Defenders Office and District Attorney |

Indicate which justice-involved groups the facility will serve. Check all that apply.

| | |
|---|---|
| Children and youth, ages 15 and younger | ✖ |
| Transition-age youth, ages 16-20 | ✖ |
| Transition-age youth, ages 21-25 | ✔ |
| Adults, ages 18-64 | ✔ |
| Perinatal (pregnant/postpartum women and their children) | ✔ |
| Older adults, ages 65 and older | ✔ |

How will those who are justice-involved be referred to the facility?

*125-word limit*

Our Justice Alliance, CARE and Familiar Faces teams collaborate closely with the Sheriff, Probation, Public Health, County Executive Office, and the jail healthcare provider regarding referrals to behavioral health services. Direct referrals are received from the jail to the PHF, AB1810 diversion, Rapid Mental Health Diversion, CARE and other jail discharge planning along with behavioral health linkages as needed. Referrals are also received from state and other county prisons and jails for individuals who have been assessed for behavioral health needs while incarcerated. Our teams conduct regular rounds in the jails including response to crises including 5150 holds with transfers to the PHF as needed.

12d. Specify the culturally competent services that will be developed and tailored to racial and ethnic populations identified.

| | Plans for culturally competent services |
|---|---|
| American Indian or Alaska Native | Prioritizing increasing our penetration rates with Indigenous people is a priority for BWell. We have contracted with the Santa Ynez Tribal Health Clinics (SYTHC) to include housing, behavioral health outreach and services and referral pathways with their communities. SYTHC and BWell have collaborated to increase awareness of our Access Line including when and how to call. We have also increased promotion of BWell services at events hosted by and targeted to Native American populations. |
| Asian Indian | BWell is committed to serving unserved, underserved, and marginalized individuals, and ensuring they have access to behavioral health services in an environment that provides culturally and linguistically responsive care. We focus on hiring and retaining staff who mirror our client's ethnicity, race and preferred language. Using a person-centered, holistic approach to our services and having a robust peer assistance team we are able to connect with our clients in a way that supports positive outcomes. |
| Black or African American | BWell is committed to serving unserved, underserved, and marginalized individuals, and ensuring they have access to behavioral health services in an environment that provides culturally and linguistically responsive care. We focus on hiring and retaining staff who mirror our client's ethnicity, race and preferred language. Using a person-centered, holistic approach to our services and having a robust peer assistance team we are able to connect with our clients in a way that supports positive outcomes. |
| Cambodian | BWell is committed to serving unserved, underserved, and marginalized individuals, and ensuring they have access to behavioral health services in an environment that provides culturally and linguistically responsive care. We focus on hiring and retaining staff who mirror our client's ethnicity, race and preferred language. Using a person-centered, holistic approach to our services and having a robust peer assistance team we |

| | |
|---|---|
| | are able to connect with our clients in a way that supports positive outcomes. |
| Chinese | BWell is committed to serving unserved, underserved, and marginalized individuals, and ensuring they have access to behavioral health services in an environment that provides culturally and linguistically responsive care. We focus on hiring and retaining staff who mirror our client's ethnicity, race and preferred language. Using a person-centered, holistic approach to our services and having a robust peer assistance team we are able to connect with our clients in a way that supports positive outcomes. |
| Filipino | BWell is committed to serving unserved, underserved, and marginalized individuals, and ensuring they have access to behavioral health services in an environment that provides culturally and linguistically responsive care. We focus on hiring and retaining staff who mirror our client's ethnicity, race and preferred language. Using a person-centered, holistic approach to our services and having a robust peer assistance team we are able to connect with our clients in a way that supports positive outcomes. |
| Guamanian or Chamorro | BWell is committed to serving unserved, underserved, and marginalized individuals, and ensuring they have access to behavioral health services in an environment that provides culturally and linguistically responsive care. We focus on hiring and retaining staff who mirror our client's ethnicity, race and preferred language. Using a person-centered, holistic approach to our services and having a robust peer assistance team we are able to connect with our clients in a way that supports positive outcomes. |
| Hispanic, Latino, or Spanish Origin | Well has also prioritized increasing penetration rates with Hispanic/Latinx populations. Our Santa Maria clinic has increased availability of services for children, youth, families and adults to accommodate non-traditional working hours. We have also been focused on hiring bilingual staff and peers who mirror our clientele. We collaborate with community-based organizations who serve this population and conduct behavioral health and housing outreach events. All materials are available in English and Spanish. |

| | |
|---|---|
| Hmong | BWell is committed to serving unserved, underserved, and marginalized individuals, and ensuring they have access to behavioral health services in an environment that provides culturally and linguistically responsive care. We focus on hiring and retaining staff who mirror our client's ethnicity, race and preferred language. Using a person-centered, holistic approach to our services and having a robust peer assistance team we are able to connect with our clients in a way that supports positive outcomes. |
| Japanese | BWell is committed to serving unserved, underserved, and marginalized individuals, and ensuring they have access to behavioral health services in an environment that provides culturally and linguistically responsive care. We focus on hiring and retaining staff who mirror our client's ethnicity, race and preferred language. Using a person-centered, holistic approach to our services and having a robust peer assistance team we are able to connect with our clients in a way that supports positive outcomes. |
| Korean | BWell is committed to serving unserved, underserved, and marginalized individuals, and ensuring they have access to behavioral health services in an environment that provides culturally and linguistically responsive care. We focus on hiring and retaining staff who mirror our client's ethnicity, race and preferred language. Using a person-centered, holistic approach to our services and having a robust peer assistance team we are able to connect with our clients in a way that supports positive outcomes. |
| Laotian | BWell is committed to serving unserved, underserved, and marginalized individuals, and ensuring they have access to behavioral health services in an environment that provides culturally and linguistically responsive care. We focus on hiring and retaining staff who mirror our client's ethnicity, race and preferred language. Using a person-centered, holistic approach to our services and having a robust peer assistance team we are able to connect with our clients in a way that supports positive outcomes. |
| Native Hawaiian | BWell is committed to serving unserved, underserved, and marginalized individuals, and ensuring they have access to behavioral health services in an environment |

| | |
|---|---|
| | that provides culturally and linguistically responsive care. We focus on hiring and retaining staff who mirror our client's ethnicity, race and preferred language. Using a person-centered, holistic approach to our services and having a robust peer assistance team we are able to connect with our clients in a way that supports positive outcomes. |
| Samoan | BWell is committed to serving unserved, underserved, and marginalized individuals, and ensuring they have access to behavioral health services in an environment that provides culturally and linguistically responsive care. We focus on hiring and retaining staff who mirror our client's ethnicity, race and preferred language. Using a person-centered, holistic approach to our services and having a robust peer assistance team we are able to connect with our clients in a way that supports positive outcomes. |
| Vietnamese | BWell is committed to serving unserved, underserved, and marginalized individuals, and ensuring they have access to behavioral health services in an environment that provides culturally and linguistically responsive care. We focus on hiring and retaining staff who mirror our client's ethnicity, race and preferred language. Using a person-centered, holistic approach to our services and having a robust peer assistance team we are able to connect with our clients in a way that supports positive outcomes. |
| White | BWell is committed to serving unserved, underserved, and marginalized individuals, and ensuring they have access to behavioral health services in an environment that provides culturally and linguistically responsive care. We focus on hiring and retaining staff who mirror our client's ethnicity, race and preferred language. Using a person-centered, holistic approach to our services and having a robust peer assistance team we are able to connect with our clients in a way that supports positive outcomes. |

**Please confirm the amounts entered in the following questions are correct before moving on:**

- **Section 2, Question 10g (funds requested per facility)**
- **Section 2, Question 10h (non-BHCIP funds per facility)**

---

**Important: Please confirm the accuracy of all responses to questions in Section 2 before selecting "Mark as Complete." This section will no longer be accessible after you have moved on to Section 3. Although you are welcome to contact the Bond BHCIP support desk in the event that you need to correct information in Section 2 at a later point in the application process, please be advised that only in exceptional circumstances will access be permitted.**

## Bond Round 2 - Section 3.1: Project Site/Property

**Completed** - Oct 22 2025

# Bond Round 2 - Section 3.1: Project Site/Property

**Please ensure you have completed Section 2: Project Information before moving on to this section.**

---

**1. Project Site/Property**

Provide details about the project site/property using the fields below. When entering an address, write out all place names fully (e.g., Road, Street, Place, Boulevard), as abbreviations are not acceptable for PFA purposes.

---

Have you identified a project site/property?

Yes

---

Is there an address for the identified project site/property?

*If the project has multiple addresses (e.g., 123, 124, and 125 Main Street), input each address separately.*

No

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Please explain.

*125-word limit*

The proposed Social Rehabilitation Facilities will be located on Assessor's Parcel Nuber 113-210-024, a County-owned property. As the project advances, individual physical addresses will be assigned to each 16-bed residential treatment pod.

Provide the identified project site/property city.

Santa Maria

Provide the identified project site/property county.

Santa Barbara

2a. Please select the appropriate status for the proposed project site/property.

*Note:* All Bond BHCIP Round 2: Unmet Needs-funded grantees must agree to a 30-year encumbrance on the awarded facility property's APN(s).

Applicant currently owns the site and is the vested owner on title.

2b. Provide the full legal name of the current owner(s) of the proposed property. Please provide additional information for potential change in ownership during the 30 year encumbrance, if applicable.

*250-word limit*

County of Santa Barbara

2c. Does the applicant plan to obtain any new loans to acquire the proposed property or against the proposed property for construction purposes?

No

2d. Are there currently any loans on the property?

No

2e. Would DHCS need to subordinate on a lease?

If there is no lease, select not applicable.

Not applicable

2f. Are there any current encumbrances or use restrictions recorded on title to the proposed property?

No

2g. Conditionally awarded Bond BHCIP Round 2: Unmet Needs projects will need to clear the title of the proposed property. Has a member of the applicant's real estate or legal team reviewed the preliminary title report?

Yes

2h. Is this an addition to an existing property constructed or being constructed using BHCIP (Rounds 3, 4, or 5) or Bond BHCIP Round 1: Launch Ready funds?

No

2i. Is the property located on federally recognized Tribal land?

No

2j. Is the property owned by a county?

Yes

Select the county that owns the property.

Santa Barbara

2k. Is the property owned by a city?

No

2l. Does the proposed site have any additional owners or additional leases not listed above?

No

2m. Will any of the proposed project properties that are or will be owned by the applicant or co-applicant include plans to lease at any point within 30 years of construction completion? If the applicant or co-applicant does not or will not own the property, select not applicable.

No

3. For the proposed project or proposed project location, list all public and private ceremonial events that have occurred over the past year or are planned for the near future (e.g., groundbreaking, cleansing, ribbon cutting).

*250-word limit*

No public or private ceremonial events have occurred over the past year, and none are planned in the near future.

4. Has the proposed project or proposed project location received any publicity (positive or negative) over the past year?

No

## Bond Round 2 - Section 3.2: Development Plans and Financing

**Completed** - Oct 23 2025

# Bond Round 2 - Section 3.2: Development Plans and Financing

**Please ensure you have completed Section 2: Project Information before moving on to this section.**

1. Which phase of development describes the project's current status? Refer to RFA Section 2.2 for additional guidance.

Phase 2: Design development

2. Describe how the proposed project fits in the phase of development selected.

*250-word limit*

As of October 2025, at the time of application submittal, the proposed Social Rehabilitation Facilities is in Phase 2 (design development) as defined by the BHCIP RFA. The County has completed site identification, environmental review, and geotechnical investigations, along with other preliminary planning activities, and is preparing solicitation documents for a design-build entity while awaiting award notifications in Spring 2026. Following procurement, the design-build entity will complete final design and construction documents, ensuring the project is shovel ready by the time funds are disbursed. Based on this schedule, the County anticipates being ready to break ground in Spring 2027.

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3. List all outstanding construction approvals, will serve letters, and building permits required to complete each facility type referenced in this application and describe your strategy for applying for each within six months of fully executing a Bond BHCIP Round 2: Unmet Needs PFA.

*250-word limit*

To complete the proposed Social Rehabilitation Facility, the County of Santa Barbara will secure all required building permits, will-serve letters, and utility approvals within six months of executing a PFA. Building permits will be self-administered through the County's Planning and Development Department, with an Inspector of Record and special inspectors retained to monitor construction and ensure compliance. Portable and fire water, sewer, and site drainage infrastructure already exist onsite and have sufficient capacity to serve the facility; formal will-serve confirmations will be obtained during the permitting process. Electrical service is also available, though the project will draw from an existing power source across Betteravia Road rather than from the Jail's Central Utility Plant, as this option is both shorter in distance and more cost effective. The County will coordinate early with utility providers to secure approvals and will-serve letters, while simultaneously advancing building permit applications through its Planning and Development Department.

---

4. Conditional awardees shall be solely responsible for any cost overruns beyond the award amount. Neither DHCS nor AHP will be responsible for any cost overruns. Describe your scope and cost-containment strategies, as well as any contingency plans for project cost overruns and fiscal strategies for managing the proposed project. Include specific examples of potential project cost savings, cost efficiencies, and cost leveraging.

*250-word limit*

The North County Social Rehabilitation Facility Project will provide two 16-bed programs within a single building while maintaining independent living, treatment, and support spaces. To contain costs, the County is leveraging existing site ownership and utility infrastructure, including potable water, sewer, drainage, and electrical service, and will employ a design-build delivery method to integrate design and construction, reduce delays, and manage risk. Value engineering will be applied throughout design to identify efficiencies in materials, systems, and construction methods without compromising quality or regulatory compliance. The project budget includes a contingency allocation, and any cost overruns will be managed by prioritizing core program functions, phasing non-essential features, and coordinating closely with inspectors and utility providers to minimize scope changes.

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**5. Use the fields below to provide details about the proposed project's construction and design.**

*Note:* Forms 3, 5, and 8 are not required of applicants with turnkey acquisitions.

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a. Describe all due diligence, feasibility studies, and site inspections completed to date that indicate site appropriateness for the facility.

*125-word limit*

Multiple due diligence and feasibility efforts have been completed to assess the site's suitability for the proposed SRFs. A comprehensive feasibility study and programming analysis prepared by Nacht & Lewis confirmed that the site can accommodate the required building footprint, parking, and programmatic needs. A geotechnical investigation conducted by Earth Systems Pacific verified that the subsurface conditions are compatible with new construction. A certified Environmental Impact Report (EIR) for the larger site has been completed, ensuring that baseline environmental considerations have been addressed; an amendment to the environmental document may be required to reflect the specific scope of this project. Site inspections and utility reviews have been conducted to evaluate existing infrastructure and confirm available capacity and tie-in points for water and other utilities.

b. Describe any preliminary site plans, design drawings, and/or construction plans. If no construction plan is yet in place, plan to submit a valid rough order of magnitude (ROM) cost estimate from an architect, engineer, or licensed general contractor (Section 3.5 Required Documents).

*125-word limit*

At this stage, we do not have completed construction drawings, as the County of Santa Barbara intends to proceed with a Design-Build delivery method—potentially using a Progressive Design-Build approach—to accelerate project delivery and maintain schedule efficiency. A conceptual/schematic-level site plan has been developed and includes a preliminary floor plan and building elevations that reflect the County's programmatic needs and site requirements. A Rough Order of Magnitude (ROM) cost estimate has been prepared by Sierra West Group, dated October 7, 2025, a sub-consultant of the design team, Nacht & Lewis. This estimate incorporates projected cost escalation through the midpoint of construction and will be refined as the project advances into the design-build phase.

c. Describe any planned site amenities (e.g., community and common areas, laundry, gated access, security, recreational areas, community garden) and sustainable and green building elements.

*125-word limit*

Planned site amenities include an outdoor recreation yard designed to support active and passive recreation. This area will incorporate landscaping, seating, and designated activity spaces or courts. The property will be enclosed by perimeter security fencing for safety although no monitored security gate is planned at the entry. The site landscaping will emphasize drought-tolerant strategies to support water conservation. The building will be “solar ready,” with the County evaluating the facility’s potential for on-site solar generation. The site will also benefit from a 1-megawatt solar array currently in design on a portion of the property. The building will operate as an all-electric facility, with no natural gas service. Additional amenities will include a dedicated kitchen and laundry facility within each residential pod to support skill-building.

---

d. Describe any onsite and offsite improvement requirements and/or complex or costly structural or site/topographical requirements.

*125-word limit*

Off-site improvements include the construction of a new entrance off Betteravia Road. This entrance improvement will be cost-shared with the North Branch Jail Expansion Project, which is currently in progress and will utilize the same access point. On-site improvements include internal driveway and parking lot construction, grading, drainage infrastructure, and utility connections. This site is part of a broader development area that includes the North Branch Jail expansion and a planned solar array installation. Because these projects require coordination with the State, the County has initiated conversations with BSCC and other relevant agencies to align timelines, minimize conflicts, and streamline approvals. There are no significant complex structural or topographical challenges anticipated beyond standard grading and access improvements.

---

e. Describe any needed demolition.

*125-word limit*

No demolition required. The existing site will need site grading to prepare for construction.

f. Describe the process used to develop your Bond BHCIP Round 2: Unmet Needs application budget, including naming the individual (name, title, company) who produced the budget estimates.

*125-word limit*

The budget for this application was developed by the County's General Services Department, Kitchell CEM (Construction Management/ Project Management firm), and Nacht & Lewis, which includes Sierra West Group (Cost Estimating Firm). The team reviewed local, state, and licensing requirements; evaluation of existing site conditions; and definition of the anticipated project scope based on a comprehensive space and operational program. The team assessed required consultant services, project schedule, and current economic factors to produce a cost estimate for the proposed SRFs. Soft costs were developed between the County and Kitchell CEM to reflect professional services, permitting, and other non-construction expenses. Hard costs were prepared in coordination between Nacht & Lewis and Sierra West Group, ensuring the estimate captures construction elements, escalation, and market conditions.

6. What is the estimated total development cost to acquire, plan, permit, insure, construct, license, and open services at the completed facility? This amount should include both match and program funds.

28056865.35

7a. How many similar health care construction projects has the proposed development team completed?

4

7b. For each completed project, provide a brief description, the completion date, the physical address, and a website URL (if applicable).

*Note:* A development team may include an architect, construction manager, civil engineer, project manager, and real estate attorney, among others.

*Please scroll right to review all columns.*

| | Brief Name of Completed Project | Description | Completion Date | Location (Address, City, Zip Code) | BHCIP Funded Project | Website URL (if not applicable, enter N/A) |
|---|---|---|---|---|---|---|
| Project 1 | Mendocino County Crisis Residential Treatment (CRT) Facility | Mendocino County Code entitled the "Mental Health Treatment Act" adopting a county transaction (sales) and use tax for the specific purpose of funding improved services, treatment and facilities for persons with mental health conditions. Nacht & Lewis was selected to provide planning and design services for the Psychiatric Health Facility | 01/01/2022 | Ukiah, CA 95482 | No | https://www.redwoodcommunityservices.org/ |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | (PHF). The PHF will be a locked facility, of up to 16-beds, that operates 24-hours, 7 days a week providing observation and treatment for individuals experiencing an acute mental illness under licensed psychiatric direction. | | | | |
| Project 2 | Solano County Behavioral Health Diversion and Adult Board & Care Facility | The Napa County Department of Corrections facility includes a 72-bed, 20,962 sq. ft. staff-secure facility (State of California Board of State and Community Corrections (BSCC) Type IV). This minimum-custody correctional facility provides an environment that fosters cognitive-behavioral | 10/01/2022 | Fairfield, CA | No | https://www.solanocounty.gov/government/health-social-services-hss/behavioral-health |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | change and allows individuals to build a foundation for transition back into the community. The county received a conditional funding award of $13 million through SB1022 for the design and construction of the new facility. As the first project of a multi-phased, master-planned relocation of Napa County's main jail, the project includes bringing new utility infrastructure from off-site to support the new facility and the future buildout of the new jail. | | | | |
| Project 3 | Napa County Staff Secure Transitional Housing Facility | The Napa County Department of Corrections facility | 06/01/2019 | Napa, CA | No | https://www.napacounty.gov/3730/Behavioral-Health-Services-BHS |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | includes a 72-bed, 20,962 sq. ft. staff-secure facility (State of California Board of State and Community Corrections (BSCC) Type IV). This minimum-custody correctional facility provides an environment that fosters cognitive-behavioral change and allows individuals to build a foundation for transition back into the community. The county received a conditional funding award of $13 million through SB1022 for the design and construction of the new facility. As the first project of a multi-phased, master-planned | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | relocation of Napa County's main jail, the project includes bringing new utility infrastructure from off-site to support the new facility and the future buildout of the new jail. | | | | |
| Project 4 | UC Davis Health C St. Infusion and Intervention Psychiatry Clinic | Nacht & Lewis provided comprehensive design services, covering all phases from programming and planning to construction, for a 15,500 sq. ft. tenant improvement project. This project included the creation of a new infusion therapy clinic with a compounding pharmacy and an advanced psychiatric therapeutics clinic specializing in Transcranial Magnetic | 05/01/2025 | 3301 C Street, East Sacramento CA 95816 | No | https://health.ucdavis.edu/news/headlines/ribbon-cutting-marks-new-expansion-for-c-street-clinic-/2025/05 |

| | | | | | | |
|---|---|---|---|---|---|---|
| | | Stimulation (TMS) and other advanced therapies for treating depression. Nacht & Lewis led a code analysis to determine the feasibility of converting an existing unlimited area building, constructed with Type IIB and VB construction, into an I-2.1 occupancy clinic. Due to the building's age and history of varied uses, its classification was inconsistent. | | | | |
| Project 5 | | | | | | |
| Project 6 | | | | | | |
| Project 7 | | | | | | |
| Project 8 | | | | | | |
| Project 9 | | | | | | |
| Project 10 | | | | | | |

8. Will the application budget cover 100 percent of the estimated total development cost of the proposed project?

Yes

9. If awarded, do you plan to submit allowable expenditures toward sunk costs to meet the match requirement? Refer to RFA Section 2.7c for additional guidance on sunk costs.

*Note:* Sunk costs include expenditures incurred directly for the improvement of the real property on which the project is located. No sunk costs exceeding one year prior to the date of the Bond BHCIP Round 2: Unmet Needs Notice of Award (anticipated in late spring 2026) may be claimed. Sunk costs pledged by applicants must be fully documented and approved by DHCS. All applicants that indicate they will submit sunk costs must be prepared to do so within seven calendar days of receipt of a Bond BHCIP Round 2: Unmet Needs Notice of Award.

Yes

## Bond Round 2 - Section 3.3: Budget

**Completed** - Mar 10 2026

# Bond Round 2 - Section 3.3: Budget

**Please ensure you have completed Section 2: Project Information and Section 3.2: Development Plans and Financing before moving on to this section.**

**Match Requirements**

Keep the following points in mind as you complete the match section of your project budget. The match amount is based on the amount of funding requested and, if the project is awarded, will be finalized based on the total amount awarded. Refer to the Bond BHCIP FAQs for further guidance.

- Match type may not be changed.
- Sunk cost match is not reimbursable.
- Mandatory match guidelines are required by statute and are set according to applicant type. Refer to RFA Section 2.7 for additional guidance.

| Local Government and Nonprofit Organizations | For-Profit Organizations | Tribal Entities |
|---|---|---|
| 10 percent | 25 percent | 5 percent |
| Higher priority for applicants that include a higher cash match | | |

- Match funds may not originate from a BHCIP- or Bond BHCIP-funded project. Likewise, sponsors from previous BHCIP or Bond BHCIP rounds may not use their equity in that property as Bond BHCIP Round 2 property match.
- Fund amounts must be positive numbers only, with no commas (format: 1234567).
- Applicants can pledge the in-kind equity value of a proposed project property. The property being pledged must be the actual project-site property that will be encumbered for 30 years (Welfare and Institutions Code [WIC] Section 5960.15), and the entire APN of the property to be pledged for match must be dedicated to the proposed development project.
- Only the APNs that will be encumbered by the 30-year service restriction can count as an in-kind property match source and must be validated by a certified appraisal of that specific APN.
- Applicants with property consisting of multiple parcels, such as a campus, may count only those parcels that will be encumbered by the 30-year Declaration of Restrictions (DOR) and/or Performance Deed of Trust (PDOT).
- For property match, the entire property equity amount does not have to be used.

- Applicants pledging property match may not use a Bond BHCIP Round 2: Unmet Needs award to fund or reimburse the acquisition of that property. Applicants that are unable to demonstrate ownership of the property may not pledge the property as match. In addition, leasehold interest on existing land and buildings is not permitted as property match.

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Budget Worksheet Instructions

- Reference **Attachment D: Budget Glossary of Terms** for line-by-line instructions.
- Complete all required data fields for your project's financial estimates/funds requested.
- This budget will be the basis of conditional Bond BHCIP funding, if awarded. When entering amounts, ensure accuracy by providing professional estimates.
- Seek and include **actual bids or estimates from Department of Industrial Relations (DIR)-registered design-build professionals**, whenever possible.
- Submit **accurate bids from qualified professionals**, contractors, architects, and engineers for an estimated start of construction in 2026-27.
- Include California **DIR prevailing wage labor costs** in your region for all relevant onsite construction trades.
- Include **notes and additional comments** as needed for special circumstances and/or details of funding sought per line item requested.
- This budget will **autocalculate match, contingencies, and owner administration costs**.
- Fill in **sources of capital** at the end of the budget.

---

Feasibility/Due Diligence

Please scroll right to include any notes.

| Use of Funds | Funded by Grant | Funded by Cash Match | Notes |
|---|---|---|---|
| Legal | 0 | 0 | |
| Architect (schematic drawings/fit study) | 0 | 25000 | Design Services as required to get the Design-Build RFQ out for solicitation |
| Consultants (Specify) | 0 | 0 | |
| Engineering | 0 | 0 | |
| Construction Manager/Owner's Representative | 0 | 0 | |
| Preliminary Title Report (submitted with application) | 0 | 0 | |
| Phase 1 Environmental Report | 0 | 10000 | Amendment/additional environmental services as required to the existing EIR |
| Phase 2 Environmental Report, if necessary | 0 | 50000 | Amendment/additional environmental services as required to the existing EIR |
| Site Surveys (soils and environmental) | 0 | 30000 | Additional site surveys as needed (Geological survey has been completed) |
| Other Feasibility/Due Diligence Costs | 0 | 10000 | Utility locating services for where to tie into |
| Other Feasibility/Due Diligence Costs | 0 | 0 | |

| | |
|---|---|
| Owner Administration (10% autofill) | (No response) |
| Contingency (10% autofill, includes Owner Admin) | (No response) |
| Total Feasibility/Due Diligence - Funded by Grant | (No response) |
| Total Feasibility/Due Diligence - Funded by Cash Match | (No response) |
| Total Feasibility/Due Diligence - Overall | (No response) |

| | |
|---|---|
| Owner Administration (10% autofill) | 0.00 |
| Contingency (10% autofill, includes Owner Admin) | 0.00 |
| Total Feasibility/Due Diligence - Funded by Grant | 0.00 |
| Total Feasibility/Due Diligence - Funded by Cash Match | 125000.00 |
| Total Feasibility/Due Diligence - Overall | 125000.00 |

Development Planning

Please scroll right to include any notes.

| Use of Funds | Funded by Grant | Funded by Cash Match | Notes |
|---|---|---|---|
| Legal | 0 | 20000 | |
| Architect (design drawings/construction drawings) | 0 | 695730 | |
| Construction Manager/Owner's Representative | 0 | 253915 | |
| Civil Engineer | 0 | 160943 | |
| Mechanical, Electrical, and Plumbing (MEP) Engineer | 0 | 353411 | |
| Structural Engineer | 0 | 160943 | |
| Consultants (Specify) | 0 | 0 | |
| Consultants (Specify) | 0 | 135500 | Cost Estimating, Security, Landscape, fire/life safety |
| Consultants (Specify) | 0 | 0 | |
| Other Development Planning Costs (Specify) | 0 | 0 | |
| Other Development Planning Costs (Specify) | 0 | 140000 | Owner's Administration through design |
| Other Development Planning Costs (Specify) | 0 | 0 | |
| ALTA Lender's Policy (estimate 0.01% of total grant award) | 0 | 0 | |

| | |
|---|---|
| Owner Administration (10% autofill) | (No response) |
| Contingency (10% autofill, includes Owner Admin) | (No response) |
| Total Development Planning - Funded by Grant | (No response) |
| Total Development Planning - Funded by Cash Match | (No response) |
| Total Development Planning - Overall | (No response) |

| | |
|---|---|
| Owner Administration (10% autofill) | 0.00 |
| Contingency (10% autofill, includes Owner Admin) | 0.00 |
| Total Development Planning - Funded by Grant | 0.00 |
| Total Development Planning - Funded by Cash Match | 1920442.00 |
| Total Development Planning - Overall | 1920442.00 |

Construction Permits and Fees

Please scroll right to include any notes.

| Use of Funds | Funded by Grant | Funded by Cash Match | Notes |
|---|---|---|---|
| Payment and Performance (P&P) Bonds by General Contractor | 0 | 205614 | |
| Builder's Risk Insurance | 0 | 0 | Included in Ground Up New Construction |
| Building Permit Fees | 0 | 212411 | |
| Local Development Impact Fees | 0 | 127447 | |
| DIR Employment Reporting | 0 | 42482 | Community Workforce Agreement Reporting requirements |
| Other Construction Permits and Fees (Specify) | 0 | 84964 | Fire Marshal |
| Other Construction Permits and Fees (Specify) | 0 | 0 | |
| Other Construction Permits and Fees (Specify) | 0 | 0 | |

| | |
|---|---|
| Owner Administration (10% autofill) | (No response) |
| Contingency (10% autofill, includes Owner Admin) | (No response) |
| Total Construction Permits and Fees - Funded by Grant | (No response) |
| Total Construction Permits and Fees - Funded by Cash Match | (No response) |
| Total Construction Permits and Fees - Overall | (No response) |

| | |
|---|---|
| Owner Administration (10% autofill) | 0.00 |
| Contingency (10% autofill, includes Owner Admin) | 0.00 |
| Total Construction Permits and Fees - Funded by Grant | 0.00 |
| Total Construction Permits and Fees - Funded by Cash Match | 672918.00 |
| Total Construction Permits and Fees - Overall | 672918.00 |

Land Costs/Acquisition

Please scroll right to include any notes.

| Use of Funds | Funded by Grant | Funded by Cash Match | Notes |
|---|---|---|---|
| Land Cost or Value | 0 | 0 | |
| Closing Costs | 0 | 0 | |
| Legal | 0 | 0 | |
| Broker Fee | 0 | 0 | |
| Appraisal Fee | 0 | 0 | |
| Property Insurance at Closing | 0 | 0 | |
| Construction Manager | 0 | 0 | |
| Demolition Involved in Acquisition | 0 | 0 | |
| Other Acquisition Costs (Specify) | 0 | 0 | |

Land Costs/Acquisition (cont.)

Please scroll right to include any notes.

| Use of Funds | Funded by Grant | Funded by Cash Match | Notes |
|---|---|---|---|
| Off-Site Improvements (if needed) | 0 | 0 | |

| | |
|---|---|
| Owner Administration (2% autofill) | (No response) |
| Contingency (5% autofill, includes Owner Admin) | (No response) |
| Total Land Costs - Funded by Grant | (No response) |
| Total Land Costs - Funded by Cash Match | (No response) |
| Total Land Costs - Overall | (No response) |
| Total Acquisition Costs - Funded by Grant | (No response) |
| Total Acquisition Costs - Funded by Cash Match | (No response) |
| Total Acquisition Costs - Overall | (No response) |

| | |
|---|---|
| Owner Administration (2% autofill) | 0.00 |
| Contingency (5% autofill, includes Owner Admin) | 0.00 |
| Total Land Costs - Funded by Grant | 0.00 |
| Total Land Costs - Funded by Cash Match | 0.00 |
| Total Land Costs - Overall | 0.00 |
| Total Acquisition Costs - Funded by Grant | 0.00 |
| Total Acquisition Costs - Funded by Cash Match | 0.00 |
| Total Acquisition Costs - Overall | 0.00 |

Rehabilitation of Existing Facility

Please scroll right to include any notes.

| Use of Funds | Funded by Grant | Funded by Cash Match | Notes |
|---|---|---|---|
| Legal | 0 | 0 | |
| Construction Manager/Owner's Representative | 0 | 0 | |
| Physical Needs Assessment (PNA) | 0 | 0 | |
| Asbestos and Lead Paint Survey (required for all rehabs) | 0 | 0 | |
| Site Work/Grading (materials and labor) | 0 | 0 | |
| Hard Costs (materials and labor); labor must include prevailing wages | 0 | 0 | |
| Furniture / Fixtures / Equipment (FFE; 10% cap) | 0 | 0 | |
| Demolition | 0 | 0 | |
| Contractor Overhead | 0 | 0 | |
| Contractor Profit | 0 | 0 | |
| Prevailing Wages Administration | 0 | 0 | |
| Builder's Risk Insurance | 0 | 0 | |
| General Liability Insurance | 0 | 0 | |
| Project Inspection | 0 | 0 | |
| Urban Greening | 0 | 0 | |
| Other Rehabilitation (specify) | 0 | 0 | |

| | | | |
|---|---|---|---|
| Other Rehabilitation (specify) | 0 | 0 | |
| Other Rehabilitation (specify) | 0 | 0 | |

| | |
|---|---|
| Owner Administration (5% autofill) | (No response) |
| Contingency (20% autofill, includes Owner Admin) | (No response) |
| Total Rehabilitation of Existing Facility - Funded by Grant | (No response) |
| Total Rehabilitation of Existing Facility - Funded by Cash Match | (No response) |
| Total Rehabilitation of Existing Facility - Overall | (No response) |

| | |
|---|---|
| Owner Administration (5% autofill) | 0.00 |
| Contingency (20% autofill, includes Owner Admin) | 0.00 |
| Total Rehabilitation of Existing Facility - Funded by Grant | 0.00 |
| Total Rehabilitation of Existing Facility - Funded by Cash Match | 0.00 |
| Total Rehabilitation of Existing Facility - Overall | 0.00 |

Ground-Up New Construction

Please scroll right to include any notes.

| Use of Funds | Funded by Grant | Funded by Cash Match | Notes |
|---|---|---|---|
| Legal | 25000 | 0 | |
| Construction Manager/Owner's Representative | 0 | 2033978 | |
| Site Work (materials and labor) | 3398812 | 0 | |
| Hard Costs (materials and labor; labor must include prevailing wages) | 10000600 | 0 | |
| Furniture / Fixtures / Equipment (FFE; 10% cap) | 0 | 1059985 | |
| Demolition | 0 | 0 | No demolition required. Grading included in site work. |
| General Conditions/Requirements | 1071953 | 0 | |
| Contractor Profit | 565223 | 336275 | |
| Prevailing Wages Administration | 66997 | 0 | |
| Builder's Risk Insurance | 394948 | 0 | |
| General Liability Insurance | 349483 | 0 | |
| Project Inspection | 0 | 231246 | Inspector of Record |
| Urban Greening | 0 | 0 | |
| Other New Construction (specify) | 0 | 43500 | Card Access Consultant |
| Other New Construction (specify) | 0 | 25000 | Data/Phone |

| | | | |
|---|---|---|---|
| Other New Construction (specify) | 0 | 29358 | Security Cameras |
| Other New Construction (specify) | 0 | 918104 | Back-up Generator (if req.), entitlement fees, utility connection fees |
| Other New Construction (specify) | 0 | 290623 | Environmental monitoring (Biological per EIR) |

| | |
|---|---|
| Owner Administration (5% autofill) | (No response) |
| Contingency (20% autofill, includes Owner Admin) | (No response) |
| Total Ground-Up New Construction - Funded by Grant | (No response) |
| Total Ground-Up New Construction - Funded by Cash Match | (No response) |
| Total Ground-Up New Construction - Overall | (No response) |

| | |
|---|---|
| Owner Administration (5% autofill) | 793650.80 |
| Contingency (20% autofill, includes Owner Admin) | 3333333.36 |
| Total Ground-Up New Construction - Funded by Grant | 20000000.16 |
| Total Ground-Up New Construction - Funded by Cash Match | 4968069.00 |
| Total Ground-Up New Construction - Overall | 24968069.16 |

Other Project Costs

Please scroll right to include any notes.

| Use of Funds | Funded by Grant | Funded by Cash Match | Notes |
|---|---|---|---|
| Post-Construction Commissioning | 0 | 140191 | |
| Accounting/Reimbursable | 0 | 112153 | |
| Other Costs (specify) | 0 | 112153 | Project close out |
| Other Costs (specify) | 0 | 50939 | Moving Fees |
| Other Costs (specify) | 0 | 0 | |
| Other Costs (specify) | 0 | 0 | |

| | |
|---|---|
| Contingency (10% autofill) | (No response) |
| Total Other Project Costs - Funded by Grant | (No response) |
| Total Other Project Costs - Funded by Cash Match | (No response) |
| Total Other Project Costs - Overall | (No response) |

| | |
|---|---|
| Contingency (10% autofill) | 0.00 |
| Total Other Project Costs - Funded by Grant | 0.00 |
| Total Other Project Costs - Funded by Cash Match | 415436.00 |
| Total Other Project Costs - Overall | 415436.00 |

Developer Costs

Please scroll right to include any notes.

| Use of Funds | Funded by Grant | Notes |
|---|---|---|
| Developer Overhead | 0 | |
| Consultants/Processing Agents | 0 | |
| Project Administration | 0 | |
| Other Developer Costs (specify) | 0 | |

| | |
|---|---|
| Total Developer Costs - Overall | (No response) |

| | |
|---|---|
| Total Developer Costs - Overall | 0.00 |

Total Project Costs

**Funded by Grant**

| | |
|---|---|
| Funded by Grant | (No response) |
| Funded by Cash Match | (No response) |
| Total Costs | (No response) |

Total Project Costs

**Funded by Grant**

| | |
|---|---|
| Funded by Grant | 20000000.16 |
| Funded by Cash Match | 8101865.00 |
| Total Costs | 28101865.16 |

**Please confirm the amounts entered in the following questions are correct before moving on:**

- **Section 3.1, Question 2d (current loans)**
- **Section 3.2, Question 6 (estimated development costs)**
- **Section 3.2, Question 8 (application budget covers 100 percent of costs)**
- **Section 3.3, match information**

Sub-Totals

**Dollar Amount**

| | |
|---|---|
| Match Amount | (No response) |
| Total Contingency | (No response) |
| Total Administration | (No response) |

Sub-Totals

**Percentage of Total Project Cost**

| | |
|---|---|
| Match Amount | (No response) |
| Total Contingency | (No response) |
| Total Administration | (No response) |

This figure is based on total project costs. As a result, it will not align precisely with the match percentage required for the applicant entity type.

Sub-Totals

**Dollar Amount**

| | |
|---|---|
| Match Amount | 8101865.00 |
| Total Contingency | 3333333.36 |
| Total Administration | 793650.80 |

Sub-Totals

**Percentage of Total Project Cost**

| | |
|---|---|
| Match Amount | 28.83 |
| Total Contingency | 11.86 |
| Total Administration | 2.82 |

Total Bond BHCIP Round 2 Funding Request

(No response)

Total Bond BHCIP Round 2 Funding Request

20000000.16

Breakdown of Funds Requested

| | |
|---|---|
| Required Match Amount (Tribal only 5%) | (No response) |
| Required Match Amount (city, county, nonprofit 10%) | (No response) |
| Required Match Amount (for-profit 25%) | (No response) |

Breakdown of Funds Requested

| | |
|---|---|
| Required Match Amount (Tribal only 5%) | 1000000.01 |
| Required Match Amount (city, county, nonprofit 10%) | 2000000.02 |
| Required Match Amount (for-profit 25%) | 5000000.04 |

Sources of Capital

| | Amount | Funding Status | Notes |
|---|---|---|---|
| Other Grants | | | |
| Other Grants | | | |
| Other Bond Investments | | | |
| Other Bond Investments | | | |
| Equity / Other Funds | | | |
| Equity / Other Funds | | | |
| Debt | | | |

Sources of Capital Total

(No response)

Sources of Capital Total

0.00

Source of Match: Cash

| | Amount | Funding Status | Notes |
|---|---|---|---|
| Local funding | 4501865 | | The funding is a combination of approved General Funds and awarded Community Corrections Partnership Funds |
| MHSA (CFTN) | | | |
| BHSA | 3500000 | | |
| Foundation / philanthropic support | | | |
| Opioid settlement funds for SUD facilities | | | |
| Incentive payments from managed care plans | | | |

Source of Match: Cash Total

(No response)

Source of Match: Cash Total

8001865.00

The total cash match amount on your detailed budget was: 8101865.00

This value is not the same as the total cash match amount in the Sources of Capital section: 8001865.00

Please review your responses and ensure that these two numbers match to proceed with your application.

### Responses Selected:

I have reviewed and corrected this mismatch.

Source of Match: Property

| | Amount | Funding Status | Notes |
|---|---|---|---|
| Buildings originally intended for another purpose | | | |
| Government and Tribal property | | | |
| Land trust | | | |
| Surplus land | | | |
| Other (land must be encumbered) | | | |

Source of Match: Property Total

(No response)

Source of Match: Property Total

0.00

Source of Match: Sunk Costs

| | Amount | Funding Status | Notes |
|---|---|---|---|
| Sunk Costs | 100000 | | $100,000 sunk costs included in overall budget |

Total Sources of Funds

(No response)

Total Sources of Funds

28101865.16

Estimated Budget Mismatch

In Section 3.2, Question 6 you estimated a total development cost of: 0

This value is not the same as the total of grant funds requested and cash match: 28001865.16

Please review your answers and ensure these two numbers match.

### Responses Selected:

I have reviewed and corrected this mismatch.

## Bond Round 2 - Section 3.4: Letters of Support

**Completed** - Oct 23 2025

# Bond Round 2 - Section 3.4: Letters of Support

**Please ensure you have completed Section 2: Project Information before moving on to this section.**

---

**Section 3.4: Letters of Support**

---

Using the instructions below, provide letters of support (LOS) from internal boards of directors, Tribal councils or advisory boards, your county behavioral health agency, and community partners, as appropriate. All letters must be uploaded with this application. If you have requested but not yet received a letter of support, indicate it is pending using the applicable checkbox and provide the anticipated date you expect to submit it. Letters received after you have submitted your application should be sent to the Bond BHCIP Round 2 Support Desk **but no later than November 28, 2025.** No letters of support will be accepted after that date.

---

County applicants are welcome to provide an LOS, but are not required to do so. County applicants building on Tribal land must submit a Tribal resolution or Tribal Leadership Representative LOS. This is a written document that signifies an official decision or stance taken by a Tribal governing body. Examples include a Tribal resolution or a letter of support from a Tribal representative such as the chairperson, business counsel, or other Tribal authority.

- (Required if building on Tribal land) Tribal Resolution or Tribal Leadership Representative LOS
- (Required) Board of Directors LOS
- (Optional) County Behavioral Health Director or County Mental Health Director LOS
- (Optional) Government Official LOS
- (Optional) Community Stakeholder LOS

---

**LOS Priorities**

The following should be included in letters of support, when possible:

- Whether the writer of the LOS will be working with the applicant and/or co-applicant to provide services or client referral programs
- Whether the facility or program being funded with Bond BHCIP funds will address the State SB 43 mandate, Proposition 36, or the CARE Act
- Whether the LOS is from a state contractor that administers Medi-Cal benefits through local providers (e.g., Partnership Health Plan of California)
- If the LOS is from an association, whether the applicant or co-applicant is a member

---

**Acceptable LOS**

Any letter of support submitted is **considered sufficient** if it meets the following criteria:

- Addressed to the applicant, DHCS, or AHP with the subject line indicating support of the project; “To whom it may concern” is acceptable if the rest of the letter shows specific support for the applicant and includes project details
- Includes the name, title, and organization of the individual providing the letter
- Is dated no more than six months before the date of application submission
- Relates to and indicates Bond BHCIP Round 2: Unmet Needs funding is being sought
- Clearly references the project for which the applicant is seeking Bond BHCIP Round 2: Unmet Needs funding and indicates support for it (for example, provides project details, such as the type of behavioral health facility that is being constructed and the types of services it will provide)

---

**Unacceptable LOS**

The following will be **considered insufficient**:

- A letter of support from an application used for a prior round of BHCIP or Bond BHCIP funding
- A letter of support that is signed and dated more than six months before the date of application submission
- A letter of support from an employee of a county behavioral health agency, rather than the director
- Letters that do not specifically reference Bond BHCIP Round 2: Unmet Needs or the project for which the applicant is seeking Bond BHCIP Round 2: Unmet Needs funding

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**Additional Details**

- **Label all letters of support as follows: LOS_Project Title_Agency Providing the Letter** (example: LOS_Wildflower Rehab_County Name BH Department). Abbreviations are acceptable.
- List the name, affiliation, and title of all providers of LOS included with this application.
- Refer to RFA Section 2.1 and Attachment C for additional guidance.

---

**Government Officials** (e.g., county board of supervisors, city council, mayor, Tribal leadership)

---

How many Government Official letters of support do you have to report?

0

---

Please explain why you do not have any Government Official letters of support.

*125-word limit*

Behavioral Wellness is a department of the County of Santa Barbara. Attached is the Santa Barbara County Board of Supervisors approved Resolution conveying their support for this application and project. They have also approved General Funds to be applied as part of the 10% match.

**County Behavioral Health and/or Mental Health Director**

How many County Behavioral Health and/or Mental Health Director letters of support do you have to report?

2

1. Have you received this letter of support?

Yes

County Behavioral Health and/or Mental Health Director Letter #1:

| | |
|---|---|
| Title (Mr., Ms., Dr., etc.) | Dr. |
| First Name | Starlene |
| Last Name | Graber |
| Organization or Entity Name | County of San Luis Obispo Behavioral Health Department |
| Job Title/Role | Behavioral Health Director |

Please upload the letter of support

LOS_North County SRFs_San Luis Obispo County.pdf

**Filename:** LOS_North County SRFs_San Luis Obispo County.pdf.pdf **Size:** 892.3 kB

2. Have you received this letter of support?

Yes

County Behavioral Health and/or Mental Health Director Letter #2:

| | |
|---|---|
| Title (Mr., Ms., Dr., etc.) | Dr. |
| First Name | Loretta |
| Last Name | Denering |
| Organization or Entity Name | Ventura County Behavioral Health Department |
| Job Title/Role | Director |

Please upload the letter of support

LOS_North County SRFs_Ventura County.pdf

**Filename:** LOS_North County SRFs_Ventura County.pdf.pdf **Size:** 187.9 kB

**Tribal Resolution or Tribal Leadership Representative**

*Note:* If the applicant is a federally recognized Tribe, a Tribal council resolution is required. This is a written document that signifies an official decision or stance taken by a Tribal governing body. Examples include a Tribal resolution or a letter of support from a Tribal representative such as the chairperson, business counsel, or other Tribal authority. If the applicant is a Native American nonprofit, urban Indian organization, or other "non-federally recognized Tribe," a governing board of directors' resolution is required. In addition, any applicant building on Tribal land must provide documentation of Tribal support.

How many Tribal Resolution or Tribal Leadership Representative letters of support do you have to report?

0

Please explain why you do not have any Tribal Resolution or Tribal Leadership Representative letters of support to report.

*125-word limit*

Behavioral Wellness contracts with the Santa Ynez Tribal Health Care agency. Requesting and receiving a Letter of Support could be viewed as a conflict of interest.

**Board of Directors**

Do you have a Board of Directors letter of support to report?

1

1. Have you received this letter of support?

Other

Please explain:

*125-word limit*

As a county entity, we do not have a Board of Directors. Our Board of Supervisors supports this application as evidenced by their approved Resolution and allocation of General Funds towards the 10% match.

**Community Stakeholders**

How many Community Stakeholder letters of support do you have to report?

0

Please explain why you do not have any Community Stakeholder letters of support to report.

*125-word limit*

As a county entity who contracts with many of our community-based organizations, it could be viewed as a conflict of interest for us to ask for Letters of Support.

## Bond Round 2 - Section 3.5: Required Documents

**Completed** - Oct 23 2025

# Bond Round 2 - Section 3.5: Required Documents

**Please ensure you have completed Section 2: Project Information before moving on to this section.**

---

**Upload completed forms, as listed below.**

*Note:* Tribal entity applicants must submit all documents listed here that are relevant to their application and project, with the exception of the organizational chart, which is recommended but not required. Relevant resumes are required of all applicants.

*Limit each file to 20 MB. Label files as follows:* **Application ID_Form Name** (example: 0223_Form 8).

*Note:* The Application ID is visible at the top of the screen.

---

- Forms 1 and 2 are for your reference in preparing your application only.
    - Form 1 is the application questions. There is no additional file to upload.
    - Form 2 is the budget template and is intended for use as a worksheet as you prepare your development budget. Click here to view the budget template.
- Form 3: Development Team Information
    - Applicants in Development Phase 1: Planning and Predevelopment must include executed contracts for hire and resumes for current members of their development team.
    - This form is not required of applicants with turnkey acquisitions.
- Form 4: Design, Acquisition, and Construction Milestone Schedule
- Form 5: Applicant's Certification of Prevailing Wage (inclusion in estimated budget)
    - This form is not required of applicants with turnkey acquisitions.
- Form 6: Applicant's Certification of Funding Terms
- Form 7: Community Engagement
- Form 8: Schematic Design Checklist
    - This form is not required of applicants with turnkey acquisitions.
- Form 9: Facility Financial Operating Pro Forma
- Form 10: Board Authorizing Resolution (BAR)
    - The BAR and a letter of support from the applicant's board of directors are two distinct documents. Applicants may not submit a letter of support from their board of directors in place of a BAR.
    - All co-applicants must also submit a BAR.
    - Any BAR received after you have submitted your application should be sent to the Bond BHCIP Support Desk **no later than November 28, 2025**. No BARs will be accepted after this date.

---

Are all of your facilities turnkey acquisitions? If no, leave blank.

### No Responses Selected

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Form 3: Development Team Information

- Applicants in Development Phase 1: Planning and Predevelopment must include executed contracts for hire and resumes for current members of their development team.

0568_Form 3.pdf

**Filename:** 0568_Form 3.pdf.pdf **Size:** 233.5 kB

Form 4: Design, Acquisition, and Construction Milestone Schedule

0568_Form 4.pdf

**Filename:** 0568_Form 4.pdf.pdf **Size:** 136.2 kB

---

Form 5: Applicant's Certification of Prevailing Wage

- This form is not required of applicants with turnkey acquisitions.

0568_Form 5.pdf

**Filename:** 0568_Form 5.pdf.pdf **Size:** 469.8 kB

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Form 6: Applicant's Certification of Funding Terms

0568_Form 6.pdf

**Filename:** 0568_Form 6.pdf.pdf **Size:** 410.8 kB

---

Form 7: Community Engagement

0568_Form 7.pdf

**Filename:** 0568_Form 7.pdf.pdf **Size:** 246.9 kB

---

Form 8: Schematic Design Checklist

- This form is not required of applicants with turnkey acquisitions.

0568_Form 8.pdf

**Filename:** 0568_Form 8.pdf.pdf **Size:** 281.5 kB

---

Form 9: Facility Financial Operating Pro Forma

0568_Form 9.pdf

**Filename:** 0568_Form 9.pdf.pdf **Size:** 139.9 kB

---

- The BAR and a letter of support from the applicant's board of directors are two distinct documents. Applicants may not submit a letter of support from their board of directors in place of a BAR.
- All co-applicants must also submit a BAR.
- Any BAR received after you have submitted your application should be sent to the Bond BHCIP Round 2 Support Desk **no later than November 28, 2025.** No BARs will be accepted after this date.

0568_Form 10.pdf

**Filename:** 0568_Form 10.pdf.pdf **Size:** 742.9 kB

---

**Drawings**: Preliminary site plans, design drawings, or construction drawings for the proposed project—these may include schematic designs, architectural drawings, construction blueprints, or other renderings

***Label files as follows**: Application ID_Title of Drawings/Plans*

0568_SBCo SRF Design Package.pdf

**Filename:** 0568_SBCo SRF Design Package.pdf.pdf **Size:** 7.6 MB

---

**Rough order of magnitude (ROM)** cost estimate from an architect, engineer, or licensed general contractor

***Label files as follows**: Application ID_ROM*

0568_ROM.pdf

**Filename:** 0568_ROM.pdf.pdf **Size:** 419.2 kB

---

**Resumes**: Resumes of the development team that developed the design/construction plans

*Note:* Applicants in Development Phase 1: Planning and Predevelopment must include resumes for all current members of the development team.

***Label files as follows**: Application ID_Resume Title*

0568_Ashton Ellis (Kitchell CEM) Resume.pdf

**Filename:** 0568_Ashton Ellis (Kitchell CEM) Resume.pdf.pdf **Size:** 407.3 kB

0568_Deann Splinter_NL Healthcare Lead_Resume.pdf

**Filename:** 0568_Deann Splinter_NL Healthcare Lead_Resume.pdf.pdf **Size:** 101.9 kB

0568_Diana Estorga (County Division Chief) Resume.pdf

**Filename:** 0568_Diana Estorga (County Division Chief) Resume.pdf.pdf **Size:** 147.8 kB

0568_Eric Fadness_NL Principal_Resume.pdf

**Filename:** 0568_Eric Fadness_NL Principal_Resume.pdf.pdf **Size:** 95.1 kB

0568_Scott Henriksen (County Capital Division Mgr) Resume.pdf

**Filename:** 0568_Scott Henriksen (County Capital Division Mgr) Resume.pdf.pdf **Size:** 180.4 kB

0568_Lorenzo Lopez_NL Principal_Resume.pdf

**Filename:** 0568_Lorenzo Lopez_NL Principal_Resume.pdf.pdf **Size:** 93.4 kB

**Contracts**: A copy of all executed contracts for hire related to the development team (e.g., attorney, construction manager, development manager, architect, consultants, contractor)

*Note:* Applicants in Development Phase 1: Planning and Predevelopment must include executed hiring contracts for all current members of the development team.

***Label files as follows**: Application ID_Contracts*

0568_Contracts 1.pdf

**Filename:** 0568_Contracts 1.pdf.pdf **Size:** 17.4 MB

0568_Contracts 2.pdf

**Filename:** 0568_Contracts 2.pdf.pdf **Size:** 585.2 kB

0568_Contracts 3.pdf

**Filename:** 0568_Contracts 3.pdf.pdf **Size:** 11.8 MB

0568_Contracts 4.pdf

**Filename:** 0568_Contracts 4.pdf.pdf **Size:** 1.2 MB

---

**Preliminary title report** of property APN(s) to be developed with Bond BHCIP Round 2: Unmet Needs funds

***Label files as follows**: Application ID_Preliminary Title Report*

0568_Preliminary Title Report.pdf

**Filename:** 0568_Preliminary Title Report.pdf.pdf **Size:** 276.0 kB

---

**Site control** documents, which may include any or all of the following: (1) title vested to applicant demonstrated with title report (ownership); (2) executed Purchase and Sale agreement (PSA); (3) mutually executed LOI; (4) pre-existing long-term lease (acceptance of a Bond BHCIP Round 2: Unmet Needs award will require a lease extension of no fewer than 30 years); or (5) executed ENA.

*Note:* Title must be vested under the applicant or co-applicant entity's name to qualify for property match. Match verification will be required within seven days of the date of the Notice of Award. Binding and nonbinding LOIs are both acceptable.

***Label files as follows:*** *Application ID_Name of Site Control Document*

0568_Preliminary Title Report.pdf

**Filename:** 0568_Preliminary Title Report.pdf.pdf **Size:** 276.0 kB

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**Corporate Documents by Entity Type (optional)**

- **Corporation:** (1) Articles of Incorporation, (2) Bylaws, (3) organizational chart, and (4) resolution from the board of directors approving the planned project.
- **Limited Liability Company (LLC):** (1) Operating or LLC Agreement, (2) organizational chart, (3) Articles of Organization, and (4) resolution/ consent/written action approving the planned project.
- **General Partnership:** (1) Partnership Agreement, (2) Statement of Partnership Authority, and (3) organizational chart.
- **Limited Partnership:** (1) Partnership Agreement, (2) Certificate of Partnership, and (3) resolution/consent/written action approving the planned project.

*Label files as follows: Application ID_Name of Corporate Document*

---

**Photo of Proposed Property** in pre-BHCIP stage. The high-quality photo should be in a JPG format with size of 1024x768 pixels or larger, but not to exceed 15MB in file size. A PDF will be an acceptable alternative file format.

***Label files as follows:*** *Application ID_Property Photo*

0568_Property Photo.pdf

**Filename:** 0568_Property Photo.pdf.pdf **Size:** 656.9 kB

---

**Co-Applicant Corporate Documents by Entity Type (optional)**

- **Corporation:** (1) Articles of Incorporation, (2) Bylaws, (3) organizational chart, and (4) resolution from the board of directors approving the planned project.
- **LLC:** (1) Operating or LLC Agreement, (2) organizational chart, (3) Articles of Organization, and (4) resolution/ consent/written action approving the current planned project.
- **General Partnership:** (1) Partnership Agreement, (2) Statement of Partnership Authority, and (3) organizational chart.
- **Limited Partnership:** (1) Partnership Agreement, (2) Certificate of Partnership, and (3) resolution/consent/written action approving the planned project.

*Label files as follows: Application ID_Name of Corporate Document*

## Bond Round 2 - Section 4: Key Contacts

**Completed** - Oct 23 2025

# Bond Round 2 - Section 4: Key Contacts

*Please note: to access Section 5, all Bond BHCIP Round 2: Unmet Needs applicants are required to complete a pre-application consultation (PAC). If you have scheduled a PAC but it has not yet taken place, please click the "Save & Continue Editing" button. After you have completed the PAC, you will be able to access Section 5 and complete your application. The deadline for all applicants to complete a required PAC is October 1, 2025. All completed applications are due on or before October 28, 2025, at 5:00 p.m.*

---

**Section 4.1: Lead Applicant Key Contacts**

1. Name and contact information of the **individual completing the application**:

*Please do not include credentials.*

a. Title (Mr., Ms., Dr., etc.)

Ms.

b. First Name

Lily

c. Last Name

Cisek

d. Job Title

Housing & Grants Program Coordinator

e. Organization or Entity Name

Santa Barbara County Department of Behavioral Wellness

f. Street Address

315 Camino del Remedio

g. Address Line 2

(No response)

h. City

Santa Barbara

i. County

Santa Barbara

j. State

(No response)

k. Zip Code

*Format: 12345-6789 (latter four digits are optional)*

93110

l. Email

lcisek@sbcbwell.org

m. Primary Business Phone

*Format: 123-456-7890-ext.*

805-861-5220

2. Key information for the **lead applicant** applying for Bond BHCIP Round 2: Unmet Needs funding

a. Lead applicant's legal organization/entity name as registered with the California Secretary of State and used in legal documents. If not applicable (e.g., for government or Tribal entities), enter the entity name that would be listed on official agreements (this will be used for verification purposes and for executing the PFA).

*Note*: No changes to entities will be allowed after application submission.

*125-word limit*

County of Santa Barbara, a political subdivision of the State of California, acting through its Department of Behavioral Wellness

b. If the organization/entity operates under a "doing business as" (DBA) name, please provide it. If there is more than one, list only the primary DBA. The DBA must be current, unexpired, registered, and recorded in the county in which the proposed project is or will be located. Do not include abbreviations or acronyms that are not registered as a DBA.

### Responses Selected:

Not applicable

c. Primary business address of the legal organization/entity as listed on official websites. Provide the current primary operating address. Write out all place names fully (e.g., Road, Street, Place, Boulevard), as abbreviations cannot be used for PFA purposes.

Street Address

315 Camino del Remedio

Address Line 2

(No response)

City

Santa Barbara

County

Santa Barbara

State

(No response)

Zip Code

*Format: 12345-6789 (latter four digits are optional)*

93110

d. Primary Business Phone

*Format: 123-456-7890-ext.*

805-861-5220

e. Website

*Format: URL must begin with http:// or https://*

https://www.countyofsb.org/274/Behavioral-Wellness

f. Federal Tax ID (EIN)

*Format: 00-0000000. Please click here for additional information.*

95-6002833

g. Unique Entity ID (UEI) Number

*Format: 12 digits, letters and numbers only.* Please *click here for more information.*

PM14B6H7PEK7

h. How many current state-level behavioral health facility licenses and certifications to operate existing programs (excluding any related to the new or expanded facility) does the applicant hold?

10

Provide details of all current behavioral health facility licenses and certifications your entity holds at the state level to operate existing programs (excluding any related to the new or expanded facility). Include the identification of license or certification, the oversight agency (DHCS, the California Department of Social Services [CDSS], the California Department of Public Health [CDPH], or the Department of Health Care Access and Information [HCAI]), and the license or certification number for each. Do not include licenses or certifications for clinical staff.

Example:
Types of licenses: 1. SUD, 2. CCF
Issuing authorities: 1. DHCS, 2. DSS
License numbers: 1. 123456AB, 2. 123456789

*Please scroll right to review all columns.*

| | License or Certification | Issuing Authority | License or Certification Number |
|---|---|---|---|
| 1 | Psychiatric Health Facility | DHCS | 01 016 014 |
| 2 | Crisis Residential Treatment Facility Santa Maria TAY FSP Program Lompoc Adult Clinic Lompoc Childrens Clinic South County Crisis Services AB 109 Santa Maria AB 109 Santa Barbara Foster Road Clinic – Adults and Children North County Crisis Services Adult/Older Adult FSP – Santa Barbara CARES South Calle Real Mental Health Services North County Forensic and Homeless Services Santa Barbara Children's Clinic AB 109 Lompoc West County Crisis Services | CCL | N/A |
| 3 | Outpatient - Santa Maria TAY | DHCS | N/A |

| | | | |
|---|---|---|---|
| 4 | Outpatient - Lompoc Adult Clinic | DHCS | N/A |
| 5 | Outpatient - Lompoc Children's Clinic | DHCS | N/A |
| 6 | South County Crisis Services | DHCS | N/A |
| 7 | AB 109 Santa Maria | DHCS | N/A |
| 8 | Outpatient - AB 109 Santa Barbara | DHCS | N/A |
| 9 | Outpatient Foster Road Clinic – Adults and Children | DHCS | N/A |
| 10 | Outpatient AB109 Lompoc | DHCS | N/A |

i. If any existing behavioral health facilities do not require licensing or certification at the state or national level to operate existing programs (excluding any related to the new or expanded facility), please explain.

*125-word limit*

N/A

3. Key information for the lead applicant's **Lead Authorized Representative(s)**:

The **Lead Authorized Representative (LAR)** is an individual who has the authority to communicate and make decisions on behalf of the lead applicant. Applicants may designate up to two LARs.

a. **Primary LAR**

*Please do not include credentials.*

**No Responses Selected**

Title (Mr., Ms., Dr., etc.)

Ms.

First Name

Antonette

Last Name

Navarro

Job Title

Director of Behavioral Wellness

Organization or Entity Name

Santa Barbara County Department of Behavioral Wellness

Email

anavarro@sbcbwell.org

Primary Business Phone

*Format: 123-456-7890-ext.*

805-681-5220

Street Address

315 Camino del Remedio

Address Line 2

(No response)

City

Santa Barbara

County

Santa Barbara

State

(No response)

Zip Code

*Format: 12345-6789 (latter four digits are optional)*

93110

3b. **Secondary LAR**

*Please do not include credentials.*

**No Responses Selected**

Title (Mr., Ms., Dr., etc.)

Ms.

First Name

Laura

Last Name

Zeitz

Job Title

Assistant Director of Behavioral Wellness

Organization or Entity Name

Santa Barbara County Department of Behavioral Wellness

Email

lzeitz@sbcbwell.org

Primary Business Phone

*Format: 123-456-7890-ext.*

805-681-5220

Street Address

315 Camino del Remedio

Address Line 2

(No response)

City

Santa Barbara

County

Santa Barbara

State

(No response)

Zip Code

*Format: 12345-6789 (latter four digits are optional)*

93110

4. Key information for the lead applicant's **Lead Authorized Signatory:**

The **Lead Authorized Signatory (LAS)** is an individual with the authority to sign legal documents on behalf of the lead applicant. Individuals with signing authority usually sit on the board of directors or hold C-level positions.
*Note:* The person you identify as your LAS must be the same person named on the BAR confirming signing authority and will be required to execute the PFA on behalf of the organization.

*Please do not include credentials.*

a. Title (Mr., Ms., Dr., etc.)

Ms.

b. First Name

Antonette

c. Last Name

Navarro

d. Job Title

Director of Behavioral Wellness

e. Organization or Entity Name

Santa Barbara County Department of Behavioral Wellness

f. Email

anavarro@sbcbwell.org

g. Primary Business Phone

*Format: 123-456-7890-ext.*

805-681-5220

h. Street Address

315 Camino del Remedio

i. Address Line 2

(No response)

j. City

Santa Barbara

k. County

Santa Barbara

l. State

(No response)

m. Zip Code

*Format: 12345-6789 (latter four digits are optional)*

93110

5. Key information for the lead applicant's proposed **Project Director:**

The **Project Director (PD)** is the person responsible for the day-to-day management of the project and serves as the primary point of contact for project-related questions and communications.

*Please do not include credentials.*

a. Title (Mr., Ms., Dr., etc.)

Ms.

b. First Name

Evelyn

c. Last Name

Zuroske

d. Job Title

Housing and Grants Program Manager

e. Organization or Entity Name

Santa Barbara County Department of Behavioral Wellness

f. Email

ezuroske@sbcbwell.org

g. Primary Business Phone

Format: 123-456-7890-ext.

805-865-0592

h. Street Address

315 Camino del Remedio

i. Address Line 2

(No response)

j. City

Santa Barbara

k. County

Santa Barbara

l. State

(No response)

m. Zip Code

*Format: 12345-6789 (latter four digits are optional)*

93110

6. Key information for the lead applicant's **Attorney, if applicable. I**f the applicant is awarded, this individual will be contacted during the contracting process.

*Please do not include credentials.*

### Responses Selected:

Not applicable

## Bond Round 2 - Section 5: Privacy Notice & Certification

**Completed** - Oct 23 2025

# Bond Round 2 - Section 5: Privacy Notice and Certification

**5.1 - Privacy Notice on Collection of Personal Information**

*Section 1798.17 of the Civil Code requires this notice be provided when collecting personal or confidential information from individuals and periodically furnished to all individuals at intervals not exceeding one year. All information furnished by you is subject to the California Information Practices Act and State policy.*

*Information collected through this application may be subject to public disclosure under the California Public Records Act (CPRA; Government Code §§ 7920.000 et seq.). Once final awards have been issued, DHCS may disclose submitted application materials in response to public records requests. Applicants should provide business information for phone numbers, emails, and addresses. Applicants should avoid providing personal information such as phone numbers and home addresses, as submission constitutes consent to potential disclosure under CPRA.*

Agency Name: Advocates for Human Potential, Inc. (AHP), acting under contract with the California Department of Health Care Services (DHCS)

DHCS Division: Community Service Division

Title, business address, and telephone number of officials responsible for the system of records where the information is maintained and who, upon request, can provide details regarding the location of the records obtained and the categories of persons who use the information:

Terri Tobin, Vice President, Research and Evaluation, Advocates for Human Potential, Inc., 490-B Boston Post Road, Sudbury, MA 01776, BR2@ahpnet.com, (978) 261-1436.

Laurice Artap, Section Chief, or designee, Community Services Division, Behavioral Health Expansion Branch, Behavioral Health Continuum Infrastructure Program, 1501 Capitol Ave., Sacramento, CA 95814, BHCIP@DHCS.ca.gov, (916) 345-8512.

Authority for DHCS to collect and maintain the information: California Welfare and Institutions Code sections 5965–5965.20, as established by Assembly Bill 531 (2023). AHP collects and maintains this information under a business agreement with DHCS.

Providing Information: Unless specifically noted as optional, all items of information requested are mandatory for the purposes of application scoring, funding administration, and development of the Bond BHCIP Program Funding Agreement (PFA). Do not provide any personal information other than what is requested.

The consequences, if any, of not providing all or any part of the required information: Failure to provide the requested information could result in the termination of your application review or affect your eligibility for program funding. You acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. (“AHP”), are relying on this information in awarding Program Funds.

The principal purpose(s) within the agency for which the information is to be used: To score applications, administer program funding, monitor project implementation, and develop the conditional awardee's Bond BHCIP PFA.

Information may be shared with: (1) other state agencies to perform their legal duties if compatible with the purpose for which it was collected, (2) government entities if required by state or federal law, and (3) other entities as permitted by state or federal law, as outlined in DHCS' Notice of Privacy Practices.

Right of Access: You have a right to access your personal information, maintained by AHP, upon written request by contacting the individuals identified above.

AHP's policies regarding personal information are available online in AHP's Privacy Policy.

DHCS' policies regarding personal information are available online in DHCS' Notice of Privacy Practices and Privacy Policy Statement:

- https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx
- https://www.dhcs.ca.gov/pages/privacy.aspx

**5.2 - Certification**

I, Ms. Lily Cisek, as an authorized representative of Santa Barbara County Department of Behavioral Wellness, ("Applicant"), hereby certify that:

### Responses Selected:

| |
|---|
| 1. I possess the authority to submit this certification on behalf of the Applicant (and co-applicant, if applicable). |
| 2. I am providing this information in connection with an application for funding from the State of California (the "State") through the Department of Health Care Services ("DHCS") pursuant to the Bond Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2: Unmet Needs RFA. |
| 3. I acknowledge that the State and its contract manager, Advocates for Human Potential, Inc. ("AHP"), are relying on this information in awarding Program Funds. |
| 4. I acknowledge the Privacy Notice on Collection of Personal Information. |
| 5. I certify that the information, statements, and attachments included in this application are, to the best of my knowledge and belief, true and correct. |

Once you have confirmed and certified the application is complete, click the “SUBMIT” button on the left side of the screen to submit the entire application package.

For questions or concerns, please contact the Bond BHCIP Support Desk.

Thank you.

*By submitting your application, you consent to the collection, use, storage, and potential disclosure of the information contained in your application. Information provided in this application is a public record that is subject to disclosure under the California Public Records Act (Division 10 of Title 1 of the Government Code, commencing with section 7920.000). The information provided will be used for application scoring and, if you are awarded, the development of your Bond Behavioral Health Continuum Infrastructure Program (BHCIP) contract (Program Funding Agreement).*

---

Thank you for submitting your Bond BHCIP Round 2: Unmet Needs application. Please be advised that, at their discretion, the Department of Health Care Services (DHCS) and/or Advocates for Human Potential, Inc. (AHP), the Bond BHCIP administrative entity, may contact you with follow-up questions related to your application between October 29, 2025, and January 2, 2026, and note that:

- Follow-up communications will be sent from DHCS or AHP.
- All outreach-related communications will be addressed to the contact person indicated, in response to specific application questions.
- All communications will include a deadline that will require a written response via email within two business days. No exceptions. If a response is not received within the required timeframe, the opportunity to clarify application data may be forfeited.

Thank you again for your commitment to improving behavioral health infrastructure in California.

VENTURA COUNTY
BEHAVIORAL HEALTH

A Department of Ventura County Health Care Agency

**Loretta L. Denering, DrPH, MS**
Director

**Jason Cooper, MD**
Medical Director

October 21, 2025

Antonette Navarro, Director
Santa Barbara County Department of Behavioral Wellness

**Re: Letter of Support for County of Santa Barbara's Department of Behavioral Wellness (BWell) – BHCIP Round 2: Unmet Needs Grant Application**

Dear Ms. Navarro,

Ventura County Behavioral Health supports the County of Santa Barbara's Department of Behavioral Wellness (BWell) application for the California Department of Health Care Services Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2: Unmet Needs grant program. Bond BHCIP Round 2 funding will allow BWell to construct two 16-bed Social Rehabilitation facilities (SRFs) in North County.

SRFs, particularly Crisis Residential Treatment programs, are crucial for clients in need of stabilization and continuous monitoring in a comprehensive residential program. Residents are provided with evidence-based practices and learn skills to help them regulate their emotional response to situations that occur in their lives. This mid-level care will be used for clients who are stepping down from the PHF or being diverted from incarceration. Services will also be utilized as an alternative to PHF admission and provide step-up care when needed to ensure clients do not escalate while in lower levels of care.

Services include case management and coordination; medication management; mental health, substance use and co-occurring disorder treatment; peer support; and discharge planning. Residents will have access to counseling, psychiatry, and nursing as needed. The care team will ensure residents have resources necessary to support continued recovery, including access and/or warm hand-offs to appropriate continuous treatment and housing resources, if needed.

At present, BWell faces limitations with keeping some clients in-county due to their complex medical needs and only having a limited number of step-down beds available. Expansion of Social Rehabilitation facility beds will allow Behavioral Wellness to keep more clients in-county, which will have a positive impact on our ability to serve our clients closer to home while preparing them for re-entry into the community.

The proposed project supports all seven of the state priorities as outlined in the Bond BHCIP Round 2 RFA, and Ventura County Behavioral Health believes that a new SRF in North County would greatly benefit the people and their families served in both counties. Therefore, we fully support the proposed projects and look forward to strengthening our regional partnership.

Sincerely,

Loretta L. Denering, DrPH, MS, Director
Ventura County Behavioral Health Department

VENTURA COUNTY
BEHAVIORAL HEALTH

A Department of Ventura County Health Care Agency

**Loretta L. Denering, DrPH, MS**
Director

**Jason Cooper, MD**
Medical Director

October 21, 2025

Antonette Navarro, Director
Santa Barbara County Department of Behavioral Wellness

**Re: Letter of Support for County of Santa Barbara's Department of Behavioral Wellness (BWell) – BHCIP Round 2: Unmet Needs Grant Application**

Dear Ms. Navarro,

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Sincerely,

Loretta L. Denering, DrPH, MS, Director
Ventura County Behavioral Health Department

**COUNTY OF SAN LUIS OBISPO**
**HEALTH AGENCY**
**BEHAVIORAL HEALTH DEPARTMENT**
**Nicholas Drews**, *Health Agency Director*
**Star Graber PhD, LMFT** *Behavioral Health Director*

October 20, 2025

Attention: Bond BHCIP Round 2

County of San Luis Obispo supports the County of Santa Barbara's Department of Behavioral Wellness (BWell) application for the California Department of Health Care Services Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2: Unmet Needs grant program. Bond BHCIP Round 2 funding will allow BWell to construct two 16-bed Social Rehabilitation Facilities (SRFs) in North County.

SRFs, particularly Crisis Residential Treatment programs, are crucial for clients in need of stabilization and continuous monitoring in a comprehensive residential program. Residents are provided with evidence-based practices and learn skills to help them regulate their emotional response to situations that occur in their lives. This mid-level care will be used for clients who are stepping down from the PHF or being diverted from incarceration. Services will also be utilized as an alternative to PHF admission and provide step-up care when needed to ensure clients do not escalate while in lower levels of care. Services include case management and coordination; medication management; mental health, substance use and co-occurring disorder treatment; peer support; and discharge planning. Residents will have access to counseling, psychiatry, and nursing as needed. The care team will ensure residents have resources necessary to support continued recovery, including access and/or warm hand-offs to appropriate continuous treatment and housing resources, if needed.

At present, BWell faces limitations with keeping some clients in-county due to their complex medical needs and only having a limited number of step-down beds available. Expansion of Social Rehabilitation Facility beds will allow Behavioral Wellness to keep more clients in-county, which will have a positive impact on our ability to serve our clients closer to home while preparing them for re-entry into the community.

The proposed project supports all seven of the state priorities as outlined in the Bond BHCIP Round 2 RFA, and San Luis Obispo County believes that a nearby SRF in Northern Santa Barbara County would greatly benefit the people and their families served in both counties. Therefore, County of San Luis Obispo fully supports the proposed projects and looks forward to strengthening our regional partnership.

Sincerely,

*Starlene Graber, PhD, LMFT, Behavioral Health Director*
*County of San Luis Obispo Behavioral Health Department*
*2180 Johnson Avenue*
*San Luis Obispo, CA  93401*

**COUNTY OF SAN LUIS OBISPO**
**HEALTH AGENCY**
**BEHAVIORAL HEALTH DEPARTMENT**
**Nicholas Drews**, *Health Agency Director*
**Star Graber PhD, LMFT** *Behavioral Health Director*

October 20, 2025

Attention: Bond BHCIP Round 2

County of San Luis Obispo supports the County of Santa Barbara's Department of Behavioral Wellness (BWell) application for the California Department of Health Care Services Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2: Unmet Needs grant program. Bond BHCIP Round 2 funding will allow BWell to construct two 16-bed Social Rehabilitation Facilities (SRFs) in North County.

SRFs, particularly Crisis Residential Treatment programs, are crucial for clients in need of stabilization and continuous monitoring in a comprehensive residential program. Residents are provided with evidence-based practices and learn skills to help them regulate their emotional response to situations that occur in their lives. This mid-level care will be used for clients who are stepping down from the PHF or being diverted from incarceration. Services will also be utilized as an alternative to PHF admission and provide step-up care when needed to ensure clients do not escalate while in lower levels of care. Services include case management and coordination; medication management; mental health, substance use and co-occurring disorder treatment; peer support; and discharge planning. Residents will have access to counseling, psychiatry, and nursing as needed. The care team will ensure residents have resources necessary to support continued recovery, including access and/or warm hand-offs to appropriate continuous treatment and housing resources, if needed.

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Sincerely,

*Starlene Graber, PhD, LMFT, Behavioral Health Director*
*County of San Luis Obispo Behavioral Health Department*
*2180 Johnson Avenue*
*San Luis Obispo, CA  93401*

# CONDITION OF TITLE

Issued By:

Fidelity National Title Insurance Company

Guarantee Number:

**FSBA-425240094**
**Amendment A**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**
a corporation, herein called the Company

## GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

**Fidelity National Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

**Fidelity National Title Company**
**3700 State Street, Suite 100**
**Santa Barbara, CA 93105**

Countersigned By:

Authorized Officer or Agent

NATIONAL TITLE INSURANCE COMPANY FIDELITY CORPORATE SEAL

| ISSUING OFFICE: |
|---|
| Title Officer: Steven Amenta<br>Fidelity National Title Company<br>3700 State Street, Suite 100<br>Santa Barbara, CA 93105<br>Phone: (805)879-9414 x9414<br>Main Phone: (805)879-9400<br>Email: Samenta@fnf.com |

## SCHEDULE A

| Amount of Liability | Fee | Title Officer |
|---|---|---|
| $5,000.00 | $500.00 | Steven Amenta |

Date of Guarantee: October 7, 2025 at 07:30 AM

1. Name of Assured: County of Santa Barbara

2. The estate or interest in the Land which is covered by this Guarantee is:

   A Fee

3. The Land referred to in this Guarantee is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. ASSURANCES:

   According to the Public Records as of the Date of Guarantee,

   a. Title to the estate or interest in the Land is vested in:

      County of Santa Barbara

   b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

**END OF SCHEDULE A**

# EXHIBIT "A"

Legal Description

**For APN/Parcel ID(s): 113-210-024, 113-210-023, 113-210-022, 113-210-025, 113-210-026 and 113-210-027**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Being a portion of Subdivision No. 5 as allotted to Isaac Goldtree in the Final Decree of Partition of the Rancho Punta de la Laguna, a copy of which recorded December 7, 1880 in Book W of Deeds, Page 333, in the office the County Recorder, County of Santa Barbara, State of California, more particularly described as follows:

Beginning at a point in the Easterly line of said Subdivision No. 5, said point being the centerline intersection of Black Road and Betteravia Road as shown on the Record of Survey filed in Book 87 of Records of Survey, Page 96, as a set nail and tag marked LS 3485; thence

First - S00º41'25"W, along said centerline and said Easterly line, 1412.60 feet to a point; thence,

Second - N89º18'35"W departing said centerline and said Easterly line, 1627.61 feet to a point of intersection with the Southerly prolongation of the Easterly line of an existing dirt farm road, as said road exists today; thence,

Third - N00º13'32"E along said prolongation, said Easterly line of said existing dirt farm road, and its Northerly prolongation, 1279.16 feet to a point of intersection with the Southerly line of said Betteravia Road, said road is described in the Deed to the County of Santa Barbara recorded August 27, 1947 as Instrument No. 11628 in Book 738 of Official Records, Page 413, in the office of said County Recorder; thence,

Fourth - N86º54'11"E along the Southerly line of said Betteravia Road as described in said deed, 1611.51 feet to a point of intersection with the Westerly line of said Black Road, 60.00 feet wide, said Westerly line being 30.00 feet Westerly of said centerline of Black Road and 30.00 feet Westerly of said Easterly line of said Subdivision No. 5, said point being depicted on said Record of Survey; thence,

Fifth - N00º41'25"E along said Westerly line, said line being 30.00 feet Westerly of and parallel with said Easterly line of Subdivision No. 5 and said centerline of said Black Road, 25.05 feet to Station 138+76.24, the point of beginning for the land described in said deed to the County of Santa Barbara for said Betteravia Road; thence,

Sixth - along the control line described in said deed to the County of Santa Barbara for said Betteravia Road, N86º54'11"E, 30.07 feet to the point of beginning.

Above described land is shown on Record of Survey recorded in Book 178 Page 15 of Record of Survey, in the office of the County Recorder of said County.

EXCEPTING therefrom 60% of 100% of the oil, gas, gasoline, asphaltum and other hydrocarbon substances of whatever category in and under said land, but without rights to the surface thereof above a depth of 500 feet, as conveyed by the Union Sugar Company, a California corporation to SMV Minerals, Inc., a California corporation, by deed recorded June 15, 1972 as Instrument No. 22088 in Book 2406, Page 199 of Official Record.

# SCHEDULE B

**1. REAL ESTATE TAXES:**

a. There were no taxes levied for the fiscal year 2025-2026 as the property was vested in a public entity.

b. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

c. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

**2. THE FOLLOWING DEFECTS, LIENS AND ENCUMBRANCES (WHICH ARE NOT NECESSARILY SHOWN IN THEIR ORDER OF PRIORITY) AGAINST THE INTEREST:**

a. Water rights, claims or title to water, whether or not disclosed by the public records.

b. Rights of the public as to any portion of the land lying within the area commonly known as any public street or highway.

c. The rights for electrical transmission line in favor of Midland Counties public services corporation over an undisclosed portion of said land in the deed recorded December 28, 1916 in Book 156, Page 502 of Deeds, and re-recorded January 15, 1917 in Book 158, Page 174 of Deeds.

Pacific Gas & Electric Company, a corporation, succeeded to the interests of Midland Counties Public Service Corporation by deed dated December 31, 1938 and recorded February 7, 1939 as Instrument No. 1013 in Book 455, Page 290, et seq., of Official Records.

d. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas & Electric Company, a California corporation
Purpose: Poles
Recorded: July 24, 1942, Instrument No. 5644, Book 556, Page 36, of Official Records
Affects: Easterly portion of said land

e. That certain interest, (whether fee or easement), as granted to the County of Santa Barbara and the rights incidental there to as set forth in a document

Purpose: Public road
Recorded: December 31, 1968 as Instrument Nos. 40338 & 40339 in Book 2257, Page 391 thru 395, Official Records
Affects: That portion of said land lying within Betteravia Road

f. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: State of California
Purpose: State water project waterlines
Recorded: February 5, 1996, Instrument No. 96-6842, of Official Records
Affects: An Easterly portion of said land

## SCHEDULE B
(continued)

Restrictions on the use, by the owners of said land, of the easement area as set forth in the easement document shown hereinabove.

Reference is made to said document for full particulars.

g. Matters contained in that certain document

Entitled: "Judgement After Trial Santa Maria Groundwater Litigation Santa Barbara Superior Court Lead Case No. 1-97-CV-770214"
Plaintiff: Santa Maria Valley Water Conservation District City of Santa Maria, et al.
Defendents: City of Santa Maria, et al.
Recorded: March 25, 2008, Instrument No. 2008-16608, of Official Records

Matters contained in that certain document

Entitled: "Notice of Entry of Judgment and Certificate of Electronic Service Santa Maria Groundwater Litigation Santa Barbara Superior Court Lead Case No. 1-97-CV-770214"
Plaintiff: Santa Maria Valley Water Conservation District City of Santa Maria, et al.
Defendents: City of Santa Maria, et al.
Recorded: June 19, 2014, Instrument No. 2014-27774 of Official Records

Reference is hereby made to said documents for full particulars.

h. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: July 17, 2015
Lessor: County of Santa Barbara, a Political Subdivision of the State of California
Lessee: Department of Corrections and Rehabilitation of the State of California
Recording Date: August 4, 2015
Recording No.: Instrument No. 2015-0041634 of Official Records

Among other things, said document provides: right of first offer

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Reference is hereby made to said document for full particulars.

i. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Golden State Water Company, a California corporation
Purpose: A permanent easement for the present and future construction, reconstruction, operation, repair, and maintenance of public utilities including but not limited to waterlines, a water meter and with such accessory parts and structures, and with all surface, subsurface and other utilities and appurtenances thereto and for right of way purposes to permit pedestrian and vehicular ingress and egress and passage across such real property, as necessary for installing, constructing, operating, maintaining and replacing Facilities
Recorded: March 1, 2019, Instrument No. 2019-0008242 of Official Records
Affects: A portion of said land

## SCHEDULE B
(continued)

Reference is hereby made to said document for full particulars.

j. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

| | |
|---|---|
| Granted to: | Laguna County Sanitation District |
| Purpose: | Access easement for the present and future construction, reconstruction, operation, repair, and maintenance of public utilities and for right of way purposes to permit pedestrian and vehicular ingress and egress and passage across such real property, as necessary for installing, constructing, operating, maintaining and replacing at surface grade and subsurface Facilities |
| Recorded: | March 1, 2019, Instrument No. 2019-0008243 of Official Records |
| Affects: | Portion of said land |

Reference is hereby made to said document for full particulars.

k. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

| | |
|---|---|
| Granted to: | Laguna County Sanitation District |
| Purpose: | For the present and future construction, reconstruction, operation, repair, and maintenance of public utilities and for right of way purposes to permit pedestrian and vehicular ingress and egress and passage across such real property, as necessary for installing, constructing, operating, maintaining and replacing Facilities |
| Recorded: | March 1, 2019, Instrument No. 2019-0008244 of Official Records |
| Affects: | A portion of said land |

Reference is hereby made to said document for full particulars.

l. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

m. This Guarantee is not a commitment or any indication the Company is willing to insure any future purchaser or lender. The Company may have additional exceptions and/or requirements that appear in an offer of insurance and any final policy of title insurance and the Company reserves the right to decline to insure any future purchaser or lender for any reason it may see fit to do so.

**3. THE FOLLOWING MATTERS ARE DISCLOSED BY NAME ONLY AND THE COMPANY, WITHOUT ADDITIONAL INFORMATION, IS UNABLE TO DETERMINE WHETHER ANY OR ALL OF THESE MATTERS ARE DEFECTS, LIENS OR ENCUMBRANCES AGAINST THE INTEREST:**

a. None

**END OF SCHEDULE B**

## EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.

(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.

(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.

(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.

(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

## GUARANTEE CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.

(b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.

(f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

### 2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### 4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4 (a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

(continued)

**5. PROOF OF LOSS OR DAMAGE**

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY**

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

**7. LIMITATION OF LIABILITY**

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

**9. PAYMENT OF LOSS**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

**10. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

(continued)

**11. ARBITRATION**

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is Two Million And No/100 Dollars ($2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars ($2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**13. SEVERABILITY**

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**14. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**15. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

Fidelity National Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

**END OF CONDITIONS**

# Bond BHCIP Round 2: Unmet Needs

## Form 3: Development Team Information and Behavioral Health Experience

Instructions: Please complete the following tables with your development team's information (Table A) and experience relevant to acquiring, rehabilitating, and/or developing the proposed project (Table B).

**APPLICANT'S LEGAL ENTITY NAME:** County of Santa Barbara, a political subdivision of the State of California, acting through

### Table A: Development Team Information

| | Name | Company Name | Website | Email | Telephone Number | Address |
|---|---|---|---|---|---|---|
| **Primary/Co applicant** | Antonette Navarro, Director of Behavioral Wellness | County of Santa Barbara | www.countyofsb.org | anavarro@sbcbwell.org | 805-681-5220 | 315 Camino Del Remedio, Santa Barbara, CA 93110 |
| **Legal Representation** | County Counsel | County of Santa Barbara | www.countyofsb.org | | | 105 E. Anapamu Street, Santa Barbara, CA 93101 |
| **Construction Manager** | TBD | | | | | |
| **Development Management Firm** | Diana Estorga, Capital Division Chief<br>Scott Henriksen, Capital Division Manager | County of Santa Barbara, General Services Department | www.countyofsb.org | DiEstorga@countyofsb.org;<br>shenriksen@countyofsb.org | 805-698-1096;<br>805-705-8669 | 260 N. San Antonio Road, 2nd Floor, Santa Barbara, CA 93117 |

| | | | | | | |
|---|---|---|---|---|---|---|
| **Owner's Representative** | Ashton Ellis, Contract Project Manager | County of Santa Barbara | | aellis@countyofsb.org | 916-718-6922 | 260 N. San Antonio Road, 2nd Floor, Santa Barbara, CA 93117 |
| **Architect** | Lorenzo Lopenz | Nacht & Lewis | nachtlewis.com | llopez@nachtlewis.com | 916-329-4000 | 600 Q Street, Suite 100, Sacramento, CA 95811 |
| **Civil Engineer** | TBD | | | | | |
| **General Contractor** | TBD | | | | | |
| **Specialty Consultant** | TBD | | | | | |
| **Specialty Consultant** | TBD | | | | | |
| **Specialty Consultant** | TBD | | | | | |
| **Specialty Consultant** | TBD | | | | | |
| | | | | | | |
| | | | | | | |

| Table B: Development Team Relevant Behavioral Health Project Experience | | | |
|---|---|---|---|
| | **Name** | **Years of Experience** | **Previous Projects** |
| **Primary/Co applicant** | Antonette Navarro | 20+ | Antonette Navarro is the Director of Behavioral Wellness and will collaborate with the Development Team to ensure the needs of our programs are met, including licensing and other care management aspects. |
| **Legal Representation** | | | |
| **Construction Manager** | | | |
| **Development Management Firm** | | | |
| **Owner's Representative** | | | |
| **Architect** | | | |
| **Civil Engineer** | | | |
| **General Contractor** | | | |
| **Specialty Consultant** | | | |
| **Specialty Consultant** | | | |

| | | | |
|---|---|---|---|
| **Specialty Consultant** | | | |
| **Specialty Consultant** | | | |
| | | | |
| | | | |

# County of Santa Barbara
## BOARD OF SUPERVISORS
## Minute Order

**September 23, 2025**

**Present:** 5 - Supervisor Lee, Supervisor Capps, Supervisor Hartmann, Supervisor Nelson, and Supervisor Lavagnino

BEHAVIORAL WELLNESS DEPARTMENT — File Reference No. 25-00821

**RE:** Consider recommendations regarding a Resolution authorizing application to and participation in the California Department of Health Care Services (DHCS) Bond Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2 Unmet Needs Program Grant Funds, as follows:

a) Adopt a Resolution that authorizes and directs the County's submission of one application (Application) for the California DHCS Bond BHCIP Round 2 Unmet Needs Program Grant Funds being administered by Advocates for Human Potential, Inc. for new construction of and expansion of services with two 16-bed Social Rehabilitation Facilities focused on crisis residential treatment located near the North Branch jail, in the Fifth District, by budgets to be developed by the County Department of General Services;

b) Direct the Department of Behavioral Wellness Director or designee to return to the Board of Supervisors for authority to execute a Program Funding Agreement and any additional funding requirements for a Bond BHCIP Round 2 Award; and

c) Determine that the above recommended actions are not a project that is subject to environmental review under the California Environmental Quality Act (CEQA), pursuant to CEQA Guidelines section 15378(b)(4) and (b)(5), finding that the actions are governmental funding mechanisms and/or administrative or fiscal activities that will not result in direct or indirect physical changes in the environment.

**A motion was made by Supervisor Nelson, seconded by Supervisor Lee, that this matter be acted on as follows:**

**a) Adopted;**

**RESOLUTION NO. 25-214**

**b) Directed; and**

**c) Approved.**

**The motion carried by the following vote:**

**Ayes:** 4 - Supervisor Lee, Supervisor Capps, Supervisor Nelson, and Supervisor Lavagnino

**Absent:** 1 - Supervisor Hartmann

Docusign Envelope ID: 58A559EC-4F31-43A3-AF25-70B446784BB1

# RESOLUTION OF THE BOARD OF SUPERVISORS
# COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA

IN THE MATTER OF AUTHORIZATING
APPLICATION TO AND PARTICIPATION
IN THE BOND BEHAVIORAL HEALTH
CONTINUUM INFRASTRUCTURE
PROGRAM ("BOND BHCIP") ROUND 2
UNMET NEEDS PROGRAM

RESOLUTION NO. 25-214

**WHEREAS**, the California Department of Health Care Services, through its contractor Advocates for Human Potential, Inc., ("**Department**") has issued a Request for Applications, dated May 30, 2025 ("**RFA**"), for the Bond BHCIP Round 2 (2025) Unmet Needs Program ("**Program**"). The Department has issued the RFA for Program grant funds pursuant to California Welfare and Institutions Code Sections 5965-5967.01 ("**Behavioral Health Infrastructure Bond Act of 2024**"); and

**WHEREAS**, the County of Santa Barbara, on behalf of its Department of Behavioral Wellness, a political subdivision of the State of California ("**Applicant**"), desires to apply for Program grant funds and may submit one application for Program grant funds ("**Application**") to the Department for review and consideration; and

**WHEREAS**, the Department is authorized to administer Bond BHCIP pursuant to the Behavioral Health Infrastructure Bond Act of 2024. Program funding allocations are subject to the terms and conditions of the RFA, the Application, Program Funding Agreement ("Program Funding Agreement"), and all other legal requirements of the Program.

**NOW, THEREFORE, BE IT HEREBY ORDERED AND RESOLVED** by the Board of Supervisors of the County of Santa Barbara, acting as the governing body of the County of Santa Barbara, as follows:

1. Applicant is hereby authorized and directed to submit one Application to the Department in response to the RFA, and to apply for Program grant funds as determined by budgets developed by County of Santa Barbara, Department of General Services.

2. If the Application is approved, and there is an award of Program grant funds to Applicant, the Director of the Department of Behavioral Wellness, or designee, is hereby authorized and directed to enter into, execute, and deliver the Program Funding Agreement for the total award amount, and all other documents required or deemed necessary or appropriate to secure the Program grant funds from the Department and to participate in the Program (collectively, the "**Program Documents**").

3. Applicant acknowledges and agrees that, once the Program Funding Agreement is a legally binding, enforceable contract, it shall be subject to the terms and conditions specified in the Program Funding Agreement; any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Program Funding Agreement; and funds are to be used for the allowable expenditures and activities identified in the Program Funding Agreement.

Docusign Envelope ID: 58A559EC-4F31-43A3-AF25-70B446784BB1

4. The Director of the Department of Behavioral Wellness, or designee (the "**Authorized Signatory**"), is authorized to execute the Application and the Program Documents on behalf of Applicant for participation in the Program.

**PASSED AND ADOPTED** by the Board of Supervisors of the County of Santa Barbara, this 23rd day of September, 2025.

AYES: Supervisors Lee, Capps, Nelson and Lavagnino
NOS: None
ABSTAIN: None
ABSENT: Supervisor Hartmann

ATTEST:
MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: Sheila dla Guerra
Deputy Clerk of the Board

LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: BB
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SHAFFER, CPA
AUDITOR-CONTROLLER

By: Signed by: Shawna Jorgensen DF6DB6D7D6344E6...
Deputy Auditor-Controller

# Bond BHCIP Round 2: Unmet Needs
# Form 4: Design, Acquisition, and Construction Milestone Schedule

| | |
|---|---|
| **Applicant Entity Name:** | County of Santa Barbara, Department of Behavioral Wellness |
| **Lead Authorized Representative or Project Director Name:** | Antonette Navarro |

Instructions: Please provide the best estimates for completion dates for each of the following milestones. Consult your professional development team to establish milestone completion dates. These milestones will form the basis for your project's payment schedule.

## *Estimated Milestones*

| PHASE | MILESTONE | ESTIMATED COMPLETION DATE (or N/A) |
|---|---|---|
| Phase 1: Planning and Pre-Development | Development team identified | July 2024 |
| | Business plan | N/A |
| | Feasibility study | N/A |
| | Real estate attorney hired | N/A |
| | Architect hired | July 2024 |
| | Site programming | March 2025 |
| | Fit study | March 2025 |
| | Stakeholder support | March 2025 |
| Phase 2: Design Development | Schematic drawings started | September 2026 |
| | Construction manager hired | September 2026 |
| | Engineering teams (civil/structural/MEP) hired | September 2026 |
| | Schematic drawings complete | October 2026 |
| | Preliminary plan review at planning department | October 2026 |
| | Design drawings started | October 2026 |
| | Design drawings complete | December 2026 |
| Phase 3: Shovel Ready | Construction drawings started | December 2026 |
| | General contractor Request for Proposals (RFP) started | Design-Build RFQ: April 2026 |
| | General contractor selected | Design-Build Entity: August 2026 |
| | Construction contract (GMAX) executed | GMP Reached: January 2027 |
| | Construction drawings 85% complete | February 2027 |
| | Construction drawings submitted for building permit | February 2027 |
| | Building permit Issued | June 2027 |
| Phase 3: Shovel Ready/Acquisition | Interiors and operating systems finalized | N/A |
| | Properties identified | August 2024 |
| | Letter of Intent (LOI) delivered | N/A |
| | Purchase and Sale (PSA) delivered | N/A |
| | PSA executed | N/A |
| | Physical needs assessment finished | N/A |
| | Community support approvals secured | N/A |
| | Legal review of title/PSA/due diligence completed | N/A |
| | Will Serve Letters approved | N/A |
| | Due diligence ends | N/A |
| | Non-refundable deposit delivered | N/A |
| | Land closing/encumbered (post-building permit) | N/A |
| Final Phase: Construction | Break ground/start construction | July 2027 |
| | Foundations complete | November 2027 |
| | Exterior envelope complete | March 2028 |
| | Finish construction | September 2028 |
| | Fixtures and equipment delivery | November 2028 |
| | Walk-through/sign-off | December 2028 |
| | All liens lifted/final payments | January 2029 |
| | Temporary Certificate of Occupancy issued | January 2029 |
| Project Completion | Interiors and operating systems finalized | N/A |
| | Start operations | June 2029 |

# CONDITION OF TITLE

Issued By:

Fidelity National Title Insurance Company

Guarantee Number:

**FSBA-425240094**
**Amendment A**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, AND THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE,

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**
a corporation, herein called the Company

## GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A.

**Fidelity National Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

**Fidelity National Title Company**
**3700 State Street, Suite 100**
**Santa Barbara, CA 93105**

Countersigned By:

Authorized Officer or Agent

NATIONAL TITLE INSURANCE COMPANY FIDELITY CORPORATE SEAL

| ISSUING OFFICE: |
|---|
| Title Officer: Steven Amenta<br>Fidelity National Title Company<br>3700 State Street, Suite 100<br>Santa Barbara, CA 93105<br>Phone: (805)879-9414 x9414<br>Main Phone: (805)879-9400<br>Email: Samenta@fnf.com |

## SCHEDULE A

| Amount of Liability | Fee | Title Officer |
|---|---|---|
| $5,000.00 | $500.00 | Steven Amenta |

Date of Guarantee: October 7, 2025 at 07:30 AM

1. Name of Assured: County of Santa Barbara

2. The estate or interest in the Land which is covered by this Guarantee is:

   A Fee

3. The Land referred to in this Guarantee is described as follows:

   SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. ASSURANCES:

   According to the Public Records as of the Date of Guarantee,

   a. Title to the estate or interest in the Land is vested in:

      County of Santa Barbara

   b. Title to the estate or interest is subject to defects, liens or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.

**END OF SCHEDULE A**

# EXHIBIT "A"

Legal Description

**For APN/Parcel ID(s): 113-210-024, 113-210-023, 113-210-022, 113-210-025, 113-210-026 and 113-210-027**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE UNINCORPORATED AREA IN COUNTY OF SANTA BARBARA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Being a portion of Subdivision No. 5 as allotted to Isaac Goldtree in the Final Decree of Partition of the Rancho Punta de la Laguna, a copy of which recorded December 7, 1880 in Book W of Deeds, Page 333, in the office the County Recorder, County of Santa Barbara, State of California, more particularly described as follows:

Beginning at a point in the Easterly line of said Subdivision No. 5, said point being the centerline intersection of Black Road and Betteravia Road as shown on the Record of Survey filed in Book 87 of Records of Survey, Page 96, as a set nail and tag marked LS 3485; thence

First - S00º41'25"W, along said centerline and said Easterly line, 1412.60 feet to a point; thence,

Second - N89º18'35"W departing said centerline and said Easterly line, 1627.61 feet to a point of intersection with the Southerly prolongation of the Easterly line of an existing dirt farm road, as said road exists today; thence,

Third - N00º13'32"E along said prolongation, said Easterly line of said existing dirt farm road, and its Northerly prolongation, 1279.16 feet to a point of intersection with the Southerly line of said Betteravia Road, said road is described in the Deed to the County of Santa Barbara recorded August 27, 1947 as Instrument No. 11628 in Book 738 of Official Records, Page 413, in the office of said County Recorder; thence,

Fourth - N86º54'11"E along the Southerly line of said Betteravia Road as described in said deed, 1611.51 feet to a point of intersection with the Westerly line of said Black Road, 60.00 feet wide, said Westerly line being 30.00 feet Westerly of said centerline of Black Road and 30.00 feet Westerly of said Easterly line of said Subdivision No. 5, said point being depicted on said Record of Survey; thence,

Fifth - N00º41'25"E along said Westerly line, said line being 30.00 feet Westerly of and parallel with said Easterly line of Subdivision No. 5 and said centerline of said Black Road, 25.05 feet to Station 138+76.24, the point of beginning for the land described in said deed to the County of Santa Barbara for said Betteravia Road; thence,

Sixth - along the control line described in said deed to the County of Santa Barbara for said Betteravia Road, N86º54'11"E, 30.07 feet to the point of beginning.

Above described land is shown on Record of Survey recorded in Book 178 Page 15 of Record of Survey, in the office of the County Recorder of said County.

EXCEPTING therefrom 60% of 100% of the oil, gas, gasoline, asphaltum and other hydrocarbon substances of whatever category in and under said land, but without rights to the surface thereof above a depth of 500 feet, as conveyed by the Union Sugar Company, a California corporation to SMV Minerals, Inc., a California corporation, by deed recorded June 15, 1972 as Instrument No. 22088 in Book 2406, Page 199 of Official Record.

# SCHEDULE B

**1. REAL ESTATE TAXES:**

a. There were no taxes levied for the fiscal year 2025-2026 as the property was vested in a public entity.

b. Prior to close of escrow, please contact the Tax Collector's Office to confirm all amounts owing, including current fiscal year taxes, supplemental taxes, escaped assessments and any delinquencies.

c. The lien of supplemental or escaped assessments of property taxes, if any, made pursuant to the provisions of Chapter 3.5 (commencing with Section 75) or Part 2, Chapter 3, Articles 3 and 4, respectively, of the Revenue and Taxation Code of the State of California as a result of the transfer of title to the vestee named in Schedule A or as a result of changes in ownership or new construction occurring prior to Date of Policy.

**2. THE FOLLOWING DEFECTS, LIENS AND ENCUMBRANCES (WHICH ARE NOT NECESSARILY SHOWN IN THEIR ORDER OF PRIORITY) AGAINST THE INTEREST:**

a. Water rights, claims or title to water, whether or not disclosed by the public records.

b. Rights of the public as to any portion of the land lying within the area commonly known as any public street or highway.

c. The rights for electrical transmission line in favor of Midland Counties public services corporation over an undisclosed portion of said land in the deed recorded December 28, 1916 in Book 156, Page 502 of Deeds, and re-recorded January 15, 1917 in Book 158, Page 174 of Deeds.

Pacific Gas & Electric Company, a corporation, succeeded to the interests of Midland Counties Public Service Corporation by deed dated December 31, 1938 and recorded February 7, 1939 as Instrument No. 1013 in Book 455, Page 290, et seq., of Official Records.

d. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: Pacific Gas & Electric Company, a California corporation
Purpose: Poles
Recorded: July 24, 1942, Instrument No. 5644, Book 556, Page 36, of Official Records
Affects: Easterly portion of said land

e. That certain interest, (whether fee or easement), as granted to the County of Santa Barbara and the rights incidental there to as set forth in a document

Purpose: Public road
Recorded: December 31, 1968 as Instrument Nos. 40338 & 40339 in Book 2257, Page 391 thru 395, Official Records
Affects: That portion of said land lying within Betteravia Road

f. Easement(s) for the purpose(s) shown below and rights incidental thereto as granted in a document.

Granted to: State of California
Purpose: State water project waterlines
Recorded: February 5, 1996, Instrument No. 96-6842, of Official Records
Affects: An Easterly portion of said land

## SCHEDULE B
(continued)

Restrictions on the use, by the owners of said land, of the easement area as set forth in the easement document shown hereinabove.

Reference is made to said document for full particulars.

g. Matters contained in that certain document

Entitled: "Judgement After Trial Santa Maria Groundwater Litigation Santa Barbara Superior Court Lead Case No. 1-97-CV-770214"
Plaintiff: Santa Maria Valley Water Conservation District City of Santa Maria, et al.
Defendents: City of Santa Maria, et al.
Recorded: March 25, 2008, Instrument No. 2008-16608, of Official Records

Matters contained in that certain document

Entitled: "Notice of Entry of Judgment and Certificate of Electronic Service Santa Maria Groundwater Litigation Santa Barbara Superior Court Lead Case No. 1-97-CV-770214"
Plaintiff: Santa Maria Valley Water Conservation District City of Santa Maria, et al.
Defendents: City of Santa Maria, et al.
Recorded: June 19, 2014, Instrument No. 2014-27774 of Official Records

Reference is hereby made to said documents for full particulars.

h. A lease with certain terms, covenants, conditions and provisions set forth therein.

Dated: July 17, 2015
Lessor: County of Santa Barbara, a Political Subdivision of the State of California
Lessee: Department of Corrections and Rehabilitation of the State of California
Recording Date: August 4, 2015
Recording No.: Instrument No. 2015-0041634 of Official Records

Among other things, said document provides: right of first offer

The present ownership of the leasehold created by said lease and other matters affecting the interest of the lessee are not shown herein.

Reference is hereby made to said document for full particulars.

i. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Golden State Water Company, a California corporation
Purpose: A permanent easement for the present and future construction, reconstruction, operation, repair, and maintenance of public utilities including but not limited to waterlines, a water meter and with such accessory parts and structures, and with all surface, subsurface and other utilities and appurtenances thereto and for right of way purposes to permit pedestrian and vehicular ingress and egress and passage across such real property, as necessary for installing, constructing, operating, maintaining and replacing Facilities
Recorded: March 1, 2019, Instrument No. 2019-0008242 of Official Records
Affects: A portion of said land

## SCHEDULE B
(continued)

Reference is hereby made to said document for full particulars.

j. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

| | |
|---|---|
| Granted to: | Laguna County Sanitation District |
| Purpose: | Access easement for the present and future construction, reconstruction, operation, repair, and maintenance of public utilities and for right of way purposes to permit pedestrian and vehicular ingress and egress and passage across such real property, as necessary for installing, constructing, operating, maintaining and replacing at surface grade and subsurface Facilities |
| Recorded: | March 1, 2019, Instrument No. 2019-0008243 of Official Records |
| Affects: | Portion of said land |

Reference is hereby made to said document for full particulars.

k. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

| | |
|---|---|
| Granted to: | Laguna County Sanitation District |
| Purpose: | For the present and future construction, reconstruction, operation, repair, and maintenance of public utilities and for right of way purposes to permit pedestrian and vehicular ingress and egress and passage across such real property, as necessary for installing, constructing, operating, maintaining and replacing Facilities |
| Recorded: | March 1, 2019, Instrument No. 2019-0008244 of Official Records |
| Affects: | A portion of said land |

Reference is hereby made to said document for full particulars.

l. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

m. This Guarantee is not a commitment or any indication the Company is willing to insure any future purchaser or lender. The Company may have additional exceptions and/or requirements that appear in an offer of insurance and any final policy of title insurance and the Company reserves the right to decline to insure any future purchaser or lender for any reason it may see fit to do so.

**3. THE FOLLOWING MATTERS ARE DISCLOSED BY NAME ONLY AND THE COMPANY, WITHOUT ADDITIONAL INFORMATION, IS UNABLE TO DETERMINE WHETHER ANY OR ALL OF THESE MATTERS ARE DEFECTS, LIENS OR ENCUMBRANCES AGAINST THE INTEREST:**

a. None

**END OF SCHEDULE B**

## EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

(a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.

(b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.

(c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.

(d) The identity of any party shown or referred to in any of the schedules of this Guarantee.

(e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.

(f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.

(g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

## GUARANTEE CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in the Guarantee mean:

(a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.

(b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.

(c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

(e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.

(f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

### 2. NOTICE OF CLAIM TO BE GIVEN BY ASSURED

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

### 3. NO DUTY TO DEFEND OR PROSECUTE

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

### 4. COMPANY'S OPTION TO DEFEND OR PROSECUTE ACTIONS; DUTY OF ASSURED TO COOPERATE

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

(a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(b) If the Company elects to exercise its options as stated in Paragraph 4 (a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.

(c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.

(d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

(continued)

**5. PROOF OF LOSS OR DAMAGE**

(a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

(b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

**6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY**

In case of a claim under this Guarantee, the Company shall have the following additional options:

(a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

(b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

**7. LIMITATION OF LIABILITY**

(a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.

(b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.

(d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

**8. REDUCTION OF LIABILITY OR TERMINATION OF LIABILITY**

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

**9. PAYMENT OF LOSS**

(a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

**10. SUBROGATION UPON PAYMENT OR SETTLEMENT**

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

(continued)

**11. ARBITRATION**

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is Two Million And No/100 Dollars ($2,000,000) or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of Two Million And No/100 Dollars ($2,000,000) shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**12. LIABILITY LIMITED TO THIS GUARANTEE; GUARANTEE ENTIRE CONTRACT**

(a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.

(c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**13. SEVERABILITY**

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**14. CHOICE OF LAW; FORUM**

(a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**15. NOTICES, WHERE SENT**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at:

Fidelity National Title Insurance Company
P.O. Box 45023
Jacksonville, FL 32232-5023
Attn: Claims Department

**END OF CONDITIONS**

# Ashton Ellis, CMIT, ASSOC. DBIA

## CCM/PROGRAM MANAGER

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

### EDUCATION

BA, Interior Design, San Diego State University

### LICENSES & CERTIFICATIONS

Construction Manager in Training

Associate Design-Build Professional

### YEARS OF EXPERIENCE

6 years with Kitchell
15 total years of experience

### REFERENCE

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

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

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

## PROJECT EXPERIENCE

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

**Santa Barbara County - Staff Augmentation Services, Multiple Public Health Projects, Santa Barbara, CA:** A The Public Health Department received grant funding to improve security and operations of their County facilities including a two-phased entry into the infectious disease laboratory, a tenant improvement of the Bacteriology Laboratory, and Autoclave Room improvements.

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

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

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

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

## DEANN SPLINTER, ASSOCIATE AIA, ASHE
HEALTHCARE LEADER

**Registration:** N/A
**Years of Experience:** 16 with the firm I 34 total

**Education**
Drafting Program
American River College

Computer Drafting
Sacramento City College

Drafting Program
Napa Valley College

**Affiliations**
» American Institute of Architects (AIA), Central Valley Chapter

**Qualifications & Responsibilities**
DeAnn has more than 30 years of experience in planning and design through the construction administration phase of projects. DeAnn has managed multiple behavioral health projects, including a new Crisis Residential Treatment facility in Mendocino County and a Programming and Feasibility Study for an adult and children's psychiatric clinic for UCSF. Currently, she is managing a new Psychiatric Health Facility project in Mendocino County and numerous tenant improvement and in-fill hospital projects.

As a Senior Project Manager, DeAnn will manage client relationships and focus on keeping the client informed through the programing and design process. She will be directly responsible for the management and production of project programming, and as the day-to-day contact, she will have a key decision-making role and will be accountable for project deliverables. She will ensure that your voice is heard and will track and update the project schedule to make sure the design team achieves project objectives in the planned time frames.

**Relevant Experience**
» Mendocino County Psychiatric Health Facility, Mendocino, CA
» Mendocino County Crisis Residential Treatment Facility, Ukiah, CA
» UCDHS C Street Infusion and Interventional Psychiatry Clinic, Sacramento, CA
» BASS Comprehensive Cancer Center, Walnut Creek, CA
» UCSF Women's Imaging & Primary Care Clinic, San Francisco, CA
» Sonoma Valley Hospital New Emergency Department and OR Addition, Sonoma, CA
» BASS Medical Group Mixing Pharmacy, Walnut Creek, CA
» BASS Medical Group Neurology Clinic, Walnut Creek, CA
» Sutter Health Pyxis Replacement Project, Northern California
» Dignity Health St. Joseph Medical Center Emergency Department Expansion, Stockton, CA
» UCSF Multispecialty Clinic, Waterfront a China Basin Landing, San Francisco, CA
» UCSF Department of Psychiatry Program Study, San Francisco, CA
» Marshal Hospital CARES Clinic Expansion Study, Placerville CA

### *WHY DEANN?*

With over 34 years of experience, DeAnn combines her leadership, technical knowledge, and a hands-on approach to manage complex, important, patient and community-centered projects. Because of her strong understanding of trauma-informed and culturally responsive design projects, she is sensitive to the importance of project deadlines/schedules and budgets. It is important to her that the user groups are heard and that their needs are documented for a successful project.

# DIANA M. ESTORGA
## CAPITAL DIVISION CHIEF -GENERAL SERVICES

Experienced Santa Barbara County leader with 26 years of institutional knowledge and experience in capital design, construction, project management, contract administration, and construction management. Possess a B.S. in Civil Engineering and have more than 15 years of progressively responsible management, program management, planning, budgeting and supervisorial experience across County Departments.

## EDUCATION

California Polytechnic State University County of Santa Barbara
Bachelor of Science – Civil Engineering

## RELEVANT SKILLS

**Management/Supervision**

- Ability to effectively lead, manage and organize teams, including project managers and operations and maintenance staff, department partners, external contractors and technical consultants, and specialists in public projects (horizontal and vertical construction).
- Ability to effectively guide, coach, mentor and train and evaluate performance of staff.

**Program Management**

- Ability to assemble, review, prepare and analyze budget resources for annual multi-division operating budgets and capital budget justifications and cost estimates.
- Knowledge of County business and fiscal analyses, processes, and techniques related to project management and construction management in the design, development and construction of public projects including large-scale, complex projects.
- Ability to utilize systems including the County's financial system to organize and analyze data to forecast fiscal needs and develop accurate cost estimates.

**Compliance**

- Knowledgeable of local, State, and Federal requirements related to procurement, funding, contracting, and construction administration including but not limited to County Code, Public Contact Code, California Government Code, Code of Federal Regulations, California Building Code, and Construction Specifications Institute Standards.

**Technical Knowledge**

- Knowledgeable of engineering, architecture, construction management and design principles.
- Ability to prepare, read and understand proposals and bid documents including plans, specifications, estimates, contracts, and schedules for all phases of construction and building maintenance.

**Communication**

- Ability to effectively communicate through use of clear, concise language and active listening.
- Ability to negotiate contracts with design professionals and contractors; present financial and technical information; and provide respectful, professional customer service.

**Leadership Style**

- Lead with respect, integrity, care, and empathy.
- Strive to motivate, to encourage, to be accountable and to be consistent through listening, communicating, and being aware.
- Seek to make contributions to the Department that make our workplace empowering, motivating, accepting and inclusive.

- Solution driven and team oriented

## CURRENT RELEVANT DUTIES

- Manage a team of project managers and coordinators; tracking their progress and performance to ensure division's Capital and emergency projects are completed on time, on budget and in accordance with local, State and Federal requirements.
- Participate in developing and implementing the Department's strategic initiatives, Division's goals and operations and programs budget.
- Collaborate with other Department and Division Leaders to report progress of Capital and emergency projects; to obtain input and coordinate schedules, resources, budget and funding sources for projects and programs; and to make recommendations and develop solutions.
- Develop and manage the Capital Division's Pavement and Accessibility Programs.
- Solicit, develop and obtain approval of the County's 5-Year Capital Improvement Program.
- Update, develop and maintain Capital Division boilerplates or templates to streamline project management, procurement and contract administration.
- Capital Division's Accessibility Coordinator: Provide guidance on project compliance with the American's with Disabilities Act (ADA) requirements and reviewing and responding to filed ADA grievances associated with County facilities.
- Represent the General Services Department in the areas of Procurement, Projects, Finance and as the Grants Lead for the design and implementation of the County's new Enterprise Resource Plan.
- Emergency Responder: Provide logistic support during health, safety, and natural disasters.

## WORK HISTORY

**County of Santa Barbara – General Services Department – Capital Division - Santa Maria, CA**

| | |
|---|---|
| Capital Division Chief | December 2024-Present |
| Capital Division Manager | February 2023-December 2024 |

**County of Santa Barbara – Public Works Department – Transportation Division- Santa Maria, CA**

| | |
|---|---|
| Engineering Section Manager | October 2021-October 2022 |
| Program Business Leader | December 2018-February 2023 |
| Project Leader | January 2016-December 2018 |
| Civil Engineering Associate III | June 2007-January 2016 |
| Civil Engineering Associate II | July 2001-June 2007 |
| Civil Engineering Associate I | August 1999-July 2001 |

## RELEVANT TRAINING AND DEVELOPMENT

**County of Santa Barbara-Public Works Department**

| | |
|---|---|
| Leadership Development Program | 2019-2023 |

**County of Santa Barbara-Employee University**

| | |
|---|---|
| Leadership Certificate Program | Graduated 2021 |
| Introduction to Supervision | December 2015 |
| Effective Workplace Communication | October 2015 |
| Performance Management | September 2014 |

**Caltrans Local Assistance Training**

| | |
|---|---|
| A&E Audit and Review and Calculating Indirect Cost Rate | December 2015 |
| Federal Aid Series | April 2015 |
| Procuring A&E Contracts | February 2015 |
| Residents Engineer's Academy | October 2013 |

## ERIC FADNESS, AIA
PRINCIPAL

**Registration:** Architect - CA C25272
**Years of Experience:** 31 with the firm I 40 total

**Education**
Bachelor of Architecture
California Polytechnic State University, San Luis Obispo

Urban Architecture at Washington, Alexandria Center for Urban Studies

**Affiliations**
- AIA Academy of Architecture for Justice
- American Institute of Architects, Central Valley Chapter (AIACV)
- California State Association of Counties (CSAC)
- California State Sheriff's Association - Corporate 100 Member

**Qualifications & Responsibilities**
With over 40 years of professional experience, Eric brings extensive expertise in justice architecture and leadership to his team and his clients. As Principal of the firm's justice work, he has a diverse background in planning and design of courthouses, as well as state correctional and local detention facilities. He specializes in re-entry, medical and behavioral health treatment environments, with a comprehensive understanding of the current issues and best practices for safe and secure operations of these facilities. He is skilled at team organization and leadership, and he takes a hands-on pragmatic approach to each project.

Eric is responsible for the work and performance of the Nacht & Lewis team to ensure that each project's design, schedule, budget and quality control requirements are met.

**Relevant Experience**
- Mendocino County Psychiatric Health Facility, Mendocino, CA
- Mendocino County Crisis Residential Treatment Facility, Ukiah, CA
- Napa County Staff Secure Transitional Housing Facility, Napa, CA
- Solano County Behavioral Health Diversion and Adult Board and Care Facilities Project in Fairfield, CA
- El Dorado County Recovery, Rehabilitation, Recovery and Re-entry Facility, Placerville, CA
- Santa Barbara County North County Crisis Residential Treatment Facility, Santa Maria, CA
- CDCR Correctional Medical/Mental Health Housing (7 projects statewide)
- CDCR Enhanced Outpatient Facilities (4 projects statewide)
- Amador County 40-Bed Jail Medical and Mental Health Addition, Amador, CA
- Butte County Jail/MH Housing Addition Bridging Design, Oroville, CA
- ColusaJail/MH Housing Addition Bridging Design, Colusa, CA
- Marin Correctional Facility – Accessibility Retrofits, San Rafael, CA
- Mendocino County Jail Special Needs Housing Addition, Ukiah, CA
- Sacramento County Branch Jail Medical/MH/Programs/Food Service Criteria Design, Elk Grove, CA
- Sacramento County ADA Assessment of Main and Branch Jails, Sacramento, CA
- Sacramento County Bridging/Concept Jail Health Services Addition, Sacramento, CA Planner

### *WHY ERIC?*

With over 40 years of experience, Eric combines technical expertise, leadership, and a hands-on approach to deliver impactful, community-centered facilities. His deep understanding of trauma-informed, culturally responsive design and his ability to manage complex schedules and budgets make him uniquely qualified to lead a project to success. In addition, Eric has utilized Lean Principles to achieve project goals on time and within budget. His ability to lead multidisciplinary teams through all design and construction phases ensures seamless integration of architectural, structural, mechanical, and electrical systems while maintaining flexibility to adapt to evolving client needs.

# SCOTT HENRIKSEN

**CAPITAL DIVISION MANAGER • PROCUREMENT AND CONTRACTS DIRECTOR**

shenriksen@countyofsb.org | Santa Barbara, CA

## PROFESSIONAL SUMMARY

Accomplished Capital Division Manager and Procurement Director with 20+ years of progressive experience. Strategic and versatile professional skilled in implementing and managing project and procurement teams, capital construction projects, contract management and administration, capital improvement programs, and effective departmental compliance.

## AREAS OF EXPERTISE

Project and People Management | Budget Analysis | Strategic Planning | Contract Negotiation
Management Collaboration | Leadership | Financial Management | Supply Chain Strategy
Policy and Process Development | Teambuilding and Coaching | Creative Problem Solving

## PROFESSIONAL EXPERIENCE

**Capital Division Manager**
County of Santa Barbara | Santa Barbara, CA | July 2025 – Present
*Reports directly to Capital Division Chief. Responsible for project management development team oversight of capital improvements.*

- Management and oversight of seven project management staff.
- Provide hands-on support and supervision of ongoing and new capital projects with a focus on development phase including architectural, engineering, and environmental tasks.
- Support General Services department in a variety of capacities including capital improvement program development, Workday ERP implementation, JOC program, and Facilities Maintenance and Energy divisions collaboration and coordination.

**Procurement and Contracts Director**
Garfield County | Glenwood Springs, CO | January 2021 – June 2025
*Reports directly to County Manager and Board of County Commissioners. Responsible for procurement and project management oversight of goods, services, and capital improvements.*

- Manage, train, and develop procurement staff in all facets of Procurement Code ensuring effective and consistent work product while championing customer service.
- Responsible for stewardship of $125MM budget focused on ethical, transparent, creative and sustainable deployment of resources fostering a culture of teamwork, collaboration, innovation and efficiency to ensure public trust and value.
- Oversight of all capital improvement projects totaling $12MM annually including planning, budgeting, design, solicitation, contracting, project management, and surplus.
- Provide strategic, diplomatic, results-driven updates and presentations for executive team and Board of County Commissioners for capital project and procurement status updates.

**Capital Asset Project Manager**
City of Aspen | Aspen, CO | January 2020 – December 2020
*Reported to Capital Asset Director and Public Works Director. Primary responsibilities included completion of new City of Aspen Police Department facility and employee housing project.*

- Managed construction of new commercial and multi-family residential facilities for Aspen Police Department totaling $15MM. Oversight of general contractor, architects, engineers, and various consultants ensuring successful project closeout and grand opening.
- Selected as PM for new City Offices project, a flagship 37,000sf office building budgeted at $26MM to combine and integrate majority of segregated departments.
- Facilitated building assessments for Red Brick Building and Cozy Point Ranch to incorporate long-term capital costs into Facility Master Plan (FMP).
- Completed conceptual, schematic design, and design development phases of Water Place Ph.II, a new 50-unit City owned housing development project.

**Construction Contracts Manager**
Garfield County | Glenwood Springs, CO | January 2017 – December 2019
*Reported to Procurement and Contracts Director. Responsible for oversight of all capital project procurement including direct project management for various construction projects.*

- Facilitated all aspects of procurement for capital projects including planning, construction bidding and contract negotiation, project management and contract management.
- Adept in various project delivery methods including design-bid-build, design/build, CMAR, JOC, and experienced in all solicitation methods including IFB, RFP, RFQ, RFI, sole source, emergency, and surplus encompassing complete procurement lifecycle.
- Capital improvement project management included facility renovations, roof replacements, civil improvements, airport improvements, communications towers, and all corresponding architectural, engineering, and consultant contracts required for design and construction.

**Project Manager**
Silich Construction | Glenwood Springs, CO | January 2016 – December 2016
*Reported to company owner. Responsible for onsite supervision of homebuilding operations including floorplan customization, design options, construction, and budget oversight.*

- Successfully managed all onsite homebuilding operations for semi-custom homes including meeting with homebuyers to coordinate floorplan changes and option purchases. Coordinated all design and construction changes with architect and engineers.
- Supervised all budgeting, project bidding, contract and scope of work negotiation, invoice approvals, and vendor scheduling. Managed all aspects of construction including oversight of project superintendent for quality, safety, customer service, and professionalism.

**Associate Pastor**
Calvary Chapel Green Valley | Henderson, NV | December 2011 – December 2015
*Reported to Senior Pastor. Responsible for men's ministry and young adults' missions-based discipleship program operating in Southern California and several overseas locations.*

- Developed and implemented new discipleship program including scheduling, curriculum, budget, travel planning, ministry partnerships, and fundraising. Traveled to Uganda and Cambodia with teams to establish protocols and logistics with nationals.
- Facilitated all men's ministry events and schedules for congregation of 2,000 people.

**Vice President of Purchasing**
Ryland Homes | Las Vegas, NV & Carlsbad, CA | December 2002 – December 2011
*Reported to Division President. Responsible for oversight of all direct cost purchasing, supply chain management, architectural and engineering coordination, and integration with Operations teams and Sales & Marketing teams.*

- Successfully managed purchasing departments in multiple locations through various economic challenges. Re-structured and trained staff as needed to maintain division goals.
- Teamed with Sales, Marketing, and Design Centers, to ensure cost effective floorplans and design options were developed to maximize revenue.
- Worked closely with Operations to develop efficient floorplans, product and specification review, subcontractor negotiation and selection, and continual value engineering.

## EDUCATION

**Bachelor of Science, Construction Management**
Arizona State University | Tempe, AZ
*Graduated Magna cum laude; Recipient of Del E. Webb School of Construction Outstanding Graduate Award.*

## PROFESSIONAL DEVELOPMENT

- Computer Software – Workday ERP, Tyler New World ERP, Oracle ERP, Public Purchase, BidNet Direct, Adobe Acrobat Pro, MS Office, MS Project, Bluebeam, JD Edwards/AS400, Hyphen Solutions BuildPro.
- National Institute of Governmental Purchasing (NIGP) member
- Center for Procurement Excellence (CPE) member
- OSHA 30-HR Construction Safety Certification
- Garfield County Safety Committee Lead
- DISC Leadership Program
- Center for Creative Leadership (CCL) Program Graduate, Colorado Springs
- Building Industry Association (BIA) member
- Pacific Coast Builders Conference (PCBC) annual attendee

## LORENZO LOPEZ, AIA, LEED AP
PRINCIPAL

**Registration:** Architect - CA C27981
**Years of Experience:** 25 with the firm I 30 total

**Education**
Bachelor of Architecture
California Polytechnic State University, San Luis Obispo

**Affiliations**
- American Institute of Architects (AIA), Central Valley Chapter
- AIA Academy of Architecture for Justice

**Qualifications & Responsibilities**
Lorenzo has planned all of Nacht & Lewis' justice facilities, including licensed correctional and out-of-custody behavioral health facilities, for two decades. Lorenzo has relevant project experience and first-hand knowledge of California Building Code facility design, especially as it relates to requirements for public buildings, public housing, and locked facilities where applicable.

He is a leader in the AIA's Academy of Architecture for Justice Knowledge Community, a national forum for the exchange of ideas with the goal of advancing the state of justice architecture, including behavioral health diversion, re-entry, and alternatives to incarceration. Lorenzo also consults with the Office of the State Fire Marshal (OSFM) on committees to interpret codes, author new code language, and create interpretive manuals. He has consulted as the liaison to the Office of the State Fire Marshal (OSFM) for CDCR, the Judicial Council of California, and counties and negotiated various alternate means and methods requests to overcome challenging code requirements.

**Relevant Experience**
- Mendocino County Psychiatric Health Facility, Mendocino, CA
- Mendocino County Crisis Residential Treatment Facility, Ukiah, CA
- Napa County Staff Secure Transitional Housing Facility, Napa, CA
- Solano County Behavioral Health Diversion and Adult Board and Care Facilities Project in Fairfield, CA
- Santa Barbara County North County Crisis Residential Treatment Facility, Santa Maria, CA
- Mono County Civic Center, Mammoth Lakes, CA
- CDCR Correctional Medical/Mental Health Housing (7 projects statewide)
- CDCR Enhanced Outpatient Facilities (4 projects statewide)
- Department of Veterans Affairs Medical Center (including secure psych), Mather, CA
- Amador County 40-Bed Jail Medical and Mental Health Addition, Amador, CA
- Butte County Jail/MH Housing Addition Bridging Design, Oroville, CA
- ColusaJail/MH Housing Addition Bridging Design, Colusa, CA
- El Dorado Jail/MH Housing Addition Design-Build, Placerville, CA
- Marin Correctional Facility – Accessibility Retrofits, San Rafael, CA
- Mendocino County Jail Special Needs Housing Addition, Ukiah, CA
- Sacramento County Branch Jail Medical/MH/Programs/Food Service Criteria Design, Elk Grove, CA
- Sacramento County ADA Assessment of Main and Branch Jails, Sacramento, CA
- Sacramento County Bridging/Concept Jail Health Services Addition, Sacramento, CA Planner
- Sacramento County Public Defender Office Tenant Improvement, Sacramento, CA
- Calaveras County Various Civic Center Renovations, San Andreas CA

### *WHY LORENZO?*

Lorenzo is an expert in design for behavioral health facilities, planning of civic buildings, and building codes. The majority of his work has been for California counties, often in rural parts of the state; he understands how to successfully deliver complex public projects. Of note, he is especially passionate about facilities that provide behavioral health serves due to his brother who has struggled with mental health issues his entire life as a paranoid schizophrenic.

**Bond BHCIP Round 2: Unmet Needs**
**Form 8: Schematic Design Checklist**

**Applicant Entity Name:** County of Santa Barbara, Behavioral Wellness Department

**Lead Authorized Representative or Project Director:** Antonette Navarro

**Instructions:** Please complete this form by providing as much information as possible. Fill in yellow cells with the assistance of your development team. Ideally, your schematic design (SD) drawings will include all architectural and engineering technical information below to support the phase of development your project is in.

| | | Date Started | Date Completed |
|---|---|---|---|
| ☑ | **Civil Engineering** | | |
| | Site Dimension Control | November 2024 | December 2024 |
| | Off-Site Utilities | May 2025 | September 2025 |
| | Onsite Utilities | May 2025 | September 2025 |
| | Grading and Drainage | May 2025 | September 2025 |
| ☐ | **Structural Engineering** | | |
| | Foundation Design | July 2026 | November 2026 |
| | Garage Design | N/A | N/A |
| | Building Frame | July 2026 | November 2026 |
| ☑ | **Architectural/Interiors** | | |
| | Building and Site Plan | January 2025 | September 2025 |
| | Unit Plans and Finish Program | January 2025 | September 2025 |
| | Amenity Space Layout | January 2025 | September 2025 |
| | Area Tabulations | January 2025 | September 2025 |
| | Roof Design | May 2025 | September 2025 |
| | Exterior Elevations | May 2025 | September 2025 |
| | Exterior Materials | May 2025 | September 2025 |
| | Elevator Quality and Speed | N/A | N/A |
| ☐ | **MEP Engineering** | | |
| | HVAC Systems Design | July 2026 | November 2026 |
| | Electrical Systems | July 2026 | November 2026 |
| | Plumbing Systems | July 2026 | November 2026 |
| | Energy Conservation Concepts | July 2026 | November 2026 |
| ☐ | **Landscape Architecture** | | |
| | Landscape Design Concepts | July 2026 | November 2026 |
| | Hardscape Design Concepts | July 2026 | November 2026 |
| | Softscape Design Concepts | July 2026 | November 2026 |
| ☐ | **Development** | | |
| | Schedule Summary | July 2026 | November 2026 |
| | Soft Cost Summary | July 2026 | November 2026 |
| | Consultant Proposal Summary | | |
| | Building Tabulations Summary | September 2025 | October 2025 |
| | Full SD Drawing Set Review | July 2026 | November 2026 |
| | Building Elevations Review | | |
| | Building Core Spaces and Systems | | |
| | Unit Plan Review | | |
| | Site and Landscape Design Review | | |
| | Lighting Exterior Concepts Review | | |
| ☑ | **Construction** | | |
| | Hard Cost Budget Summary | September 2025 | October 2025 |

N

Black Road

West Betteravia Road

PROPOSED CRISIS RESIDENTIAL
TREATMENT FACILITY

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COUNTY OF SANTA BARBARA
GENERAL SERVICES DEPARTMENT
CAPITAL PROJECTS DIVISION

*one* COUNTY | *one* FUTURE

# 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

Docusign Envelope ID: A090469A-F06A-4C5C-A1A1-44E4C98E3786

# AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("County") and Kitchell/CEM, Inc. with an address at 1304 Broad Street, San Luis Obispo, CA 93401 ("CONTRACTOR" and together with the County, collectively, the "Parties" and each a "Party") wherein CONTRACTOR agrees to provide the services specified herein.

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

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

## 1. DESIGNATED REPRESENTATIVE

The Capital Division Chief and Interim Assistant Director of the County's General Services Department, John Green at phone number 805-934-6229 is the representative of County and will administer this Agreement for and on behalf of County ("County Contract Manager"), subject to the authority reserved for exercise by the Director hereunder or specifically delegated to the Director by the County Board of Supervisors in approving this Agreement. Randy Rominger at phone number 559-263-9660 is the authorized representative for CONTRACTOR. Changes in a Party's designated representative as set forth in this Section 1 shall be made only upon advance written notice to the other Party in accordance with the provisions of this Agreement. The designated County representative may also be referred to herein as the "Contract Administrator."

## 2. NOTICES

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

To County: John Green, County of Santa Barbara, 260 N San Antonio Road, Santa Barbara, CA
To CONTRACTOR: Randy Rominger, Kitchell/CEM, Inc.,1304 Broad Street, San Luis Obispo, CA 93401

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

## 3. SCOPE OF SERVICES

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

## 4. TERM; PERFORMANCE PERIOD

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

## 5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of Exhibit B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by County, services dates, and tasks or percent of tasks completed and which is delivered to the address given in Clause 2 "NOTICES" above following

completion of the scope of services specified in the applicable Task Order and in accordance with Exhibit B. Unless otherwise specified on Exhibit B, payment shall be net thirty (30) days from presentation of invoice.

**6. INDEPENDENT CONTRACTOR**

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

**7. STANDARD OF PERFORMANCE**

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

**8. DEBARMENT AND SUSPENSION MANDATORY DISCLOSURE**

A. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to County.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

D. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, which certifies that CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility for participation in any state or local government agency contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

**9. TAXES**

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

**10. CONFLICT OF INTEREST**

A. CONTRACTOR shall disclose in writing any financial, business, or other relationship with County that may have an impact upon the outcome of this Agreement, or any ensuing County construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing County construction project, which will follow.

B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.

C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.

D. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

E. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this Agreement is also employed by the construction CONTRACTOR for any project included within this Agreement.

F. Except for subcontractor whose services are limited to materials testing, no subcontractor who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.

**11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

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

**12. NO PUBLICITY OR ENDORSEMENT**
CONTRACTOR shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use County's name or logo in any manner that would give the appearance that the County is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of County. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

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

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

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

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

**16. NONDISCRIMINATION**
A. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.

B. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT

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

E. **Statement of Compliance California:**

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

F. **Federal Assurances:**

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

b. and/or Cancellation, termination or suspension of the Agreement in whole or in part.

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

**17. NONEXCLUSIVE AGREEMENT**

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

**18. NON-ASSIGNMENT**

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

**19. TERMINATION**

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

a. **For Convenience**. County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing

unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

b. **For Nonappropriation of Funds**. Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or County governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then County will notify CONTRACTOR of such occurrence and County may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, County shall have no obligation to make payments with regard to the remainder of the term.

c. **For Cause**. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

B. By CONTRACTOR. Should County fail to pay CONTRACTOR all or any part of the payments due to Contractor in accordance with Exhibit B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment.

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

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

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

**22. REMEDIES NOT EXCLUSIVE**
No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**23. TIME IS OF THE ESSENCE**
Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**
No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default

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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

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appropriate rate, including any escalations that take place during the term of the AGREEMENT.

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

H. Hours of Labor

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

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

## 37. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowable cost(s) of individual items.

B. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super or Omni Circular)

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under applicable Federal Regulations, are subject to repayment by CONTRACTOR to County.

D. When a CONTRACTOR or Subcontractor is a Non-Profit Organization or an Institution of Higher Education, the Cost Principles for Title 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards shall apply."

E. All subcontracts shall contain the above provisions.

**38. SUBCONTRACTING**

A. Nothing contained in this Agreement or otherwise shall create any contractual relation between County and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to County for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from County's obligation to make payments to the CONTRACTOR.

B. CONTRACTOR shall perform all Services with resources available within its own organization and no portion of the Services shall be subcontracted without written authorization by the County Contract Manager, except as expressly identified in the Contractor Rate Schedule attached hereto as Exhibit B-1 ("Contractor Rate Schedule").

C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by County.

D. Each subcontract entered into in connection with this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

E. Each substitution of Subcontractor(s) must be approved in writing by the County Contract Manager prior to the start of work by such subcontractor(s).

F. Prompt Progress Payment

CONTRACTOR shall pay to each subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by such subcontractors, to the extent of such subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from CONTRACTOR to a subcontractor, CONTRACTOR may withhold no more than 150 percent of such disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the CONTRACTOR to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

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

G. Prompt Payment of Withheld Funds to Subcontractors

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

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

**39. SUBCONTRACTORS**

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

**40. CONTRACTOR PURCHASES AND ORDERS**

A. CONTRACTOR shall not purchase or order any supplies, equipment, or services other than as expressly authorized by this Agreement and in accordance with a duly executed Task Order. Each Task Order shall specify the scope and additional limits on CONTRACTOR's authority to obligate the COUNTY thereunder. CONTRACTOR may only request changes to a Task Order in writing to the County Contract Manager for the County Contract Manager's consideration, in the County Contract Manager's sole discretion, and each such CONTRACTOR written request shall provide an explanation of the necessity or desirability of incurring such additional costs.

B. CONTRACTOR shall be familiar with and comply with all applicable County, State, and Federal laws, regulations, policies and procedures regarding procurement of goods and services, including, but not limited to, the California Public Contract Code, the County Code, the Code of Federal Regulations, and the County Purchasing Manual. Orders and purchases exceeding $3,500 must be made through the County's Procurement Division via a purchase requisition submitted via Palette and authorized by the County Contract Manager and the County's Purchasing Agent prior to ordering. CONTRACTOR does not have the authority to obligate the County to pay for, and shall not place any orders or otherwise incur, any charges for goods or services in excess of $3,500. All architectural, landscape architectural, environmental, engineering, land surveying, and construction project management services must be competitively procured in accordance with California Government Code §§ 4525 et seq., and, for Federally funded projects, the Code of Federal Regulations, regardless of amount.

C.

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

the terms and conditions of such sale must be approved in advance by County."

D. All subcontracts shall contain the above provisions.

**41. AUDIT REVIEW PROCEDURES**

A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County's Deputy Director - Finance and Administration for General Services.

B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by County will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this Agreement.

**42. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

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

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

A. CONTRACTOR certifies to the best of his or her knowledge and belief that:

1) No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

C. CONTRACTOR also agrees by signing this Agreement that CONTRACTOR shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000, and that all such subrecipients shall certify and disclose accordingly.

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

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

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

**45. PROCUREMENT OF RECOVERED MATERIALS**

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

**46. SUSPENSION FOR CONVENIENCE**

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

**47. DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS**

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

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

**48. FUNDING REQUIREMENTS**

A. It is mutually understood between the Parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both Parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to County for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to all applicable restrictions, limitations, conditions, guidelines and regulations imposed by the federal government, Congress, State Legislature, and/ or the County that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.

D. County has the option to terminate the AGREEMENT pursuant to Section 19, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

E. CONTRACTOR shall comply with all applicable Code of Federal Regulations requirements and applicable funding program guidelines with respect to each Task Order issued hereunder that is federally funded, in whole or in part.

F. CONTRACTOR shall comply with all applicable California Code of Regulations requirements and applicable funding program guidelines with respect to each Task Order issued hereunder that is funded, in whole or in part, using State funding.

**49. SAFETY**

A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.

B. Pursuant to the authority contained in Vehicle Code § 591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

**50. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

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

**51. PROMPT PAYMENT FROM THE COUNTY TO CONTRACTOR**

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

a. Each payment request shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.

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

**52. TITLE VI ASSURANCES**

**APPENDICES of the TITLE VI ASSURANCES**

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

**APPENDIX A**

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

a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs as set forth in the Code of Federal Regulations, as they may be amended from time to time, (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this agreement.

b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant

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

d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by theCOUNTY 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 of 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

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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.

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# CONTRACTOR SIGNATURE PAGE

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

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

**CONTRACTOR:**

| | |
|---|---|
| Kitchell/CEM, Inc. | License No. |
| Geoff Bachanas, Vice President of Operations | Business Type: Corporation |
| 2450 Venture Oaks Way, Suite 500 | Contact Email: gbachanas@kitchell.com |
| Sacramento, CA 95833 | Contact Phone: 949-233-9643 |

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

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

# COUNTY SIGNATURE PAGE

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

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

**ATTEST:**
Mona Miyasato
County Executive Officer
Clerk of the Board

By: Shila Maguerra
Deputy Clerk

**COUNTY OF SANTA BARBARA:**
Steve Lavagnino

By: S Lavagnino
Chair, Board of Supervisors

Date: 9-10-24

**RECOMMENDED FOR APPROVAL:**
Kirk Lagerquist
Director of General Services

By: DocuSigned by: Kirk Lagerquist 19AEDA90054E4CE...
Department Head

Date: 8/28/2024 | 1:41 PM PDT

**APPROVED AS TO FORM:**
Greg Milligan
Risk Manager

By: DocuSigned by: Gregory Milligan 05F555F00269466...
Deputy

**APPROVED AS TO ACCOUNTING FORM:**
Betsy M. Schaffer, CPA
Auditor-Controller

By: DocuSigned by: 6BAAEA15901943F...
Deputy

**APPROVED AS TO FORM:**
Rachel Van Mullem
County Counsel

By: Signed by: Lauren Wideman 8F464D822C84458...
Deputy County Counsel

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# Exhibit A – Statement of Work

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

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

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

Deliverable: County Project Charter

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

The Services may also include working with outside vendors to secure costs for materials and services. The Contractor may be required to connect with suppliers, manufacturer reps and other venders 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 venders 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, venders, 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).

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**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).

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# Exhibit A-1 – Consultant's Proposal

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## REQUEST FOR PROPOSALS

# INDEFINITE DELIVERY-INDEFINITE QUANTITY

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

RFP 2024-29 // July 12, 2024

Docusign Envelope ID: A090469A-F06A-4C5C-A1A1-44E4C98E3786

KITCHELL

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

July 12, 2024

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

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

Dear John & Members of the Selection Committee:

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

## EXTENSIVE IDIQ/ON-CALL EXPERIENCE

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

## COMMITTED TO SUCCESSFULLY DELIVER YOUR PROJECTS

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

## LOCAL EXPERIENCED PROJECT TEAM

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

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

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

Sincerely,

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

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

one COUNTY one FUTURE

# 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.**

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# GENERAL SERVICES – CAPITAL PROJECTS DIVISION

one COUNTY one FUTURE

## 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 theCOUNTY 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 of 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.**

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Ribbon Cutting Ceremony for Santa Barbara County, Northern Branch Jail

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**N denotes exclusion from page count*

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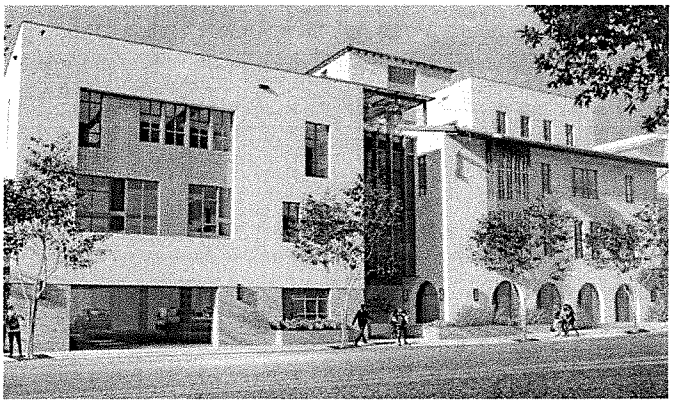
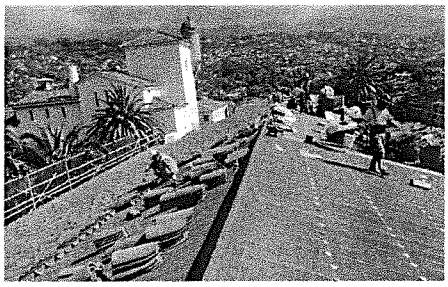
# 2. Contractor Information, Qualifications, Experience & Understanding of Work



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



## Santa Barbara County, Staff Augmentation Services

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

### Project Stats

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

### Proposed Project Team Members

Ashton Ellis

Shane Mahan

Tully Wyatt

Lou Gibilisco

Heide Norman

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

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

## Project Stats

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

## Proposed Project Team Members

Josh Mark

Shane Mahan

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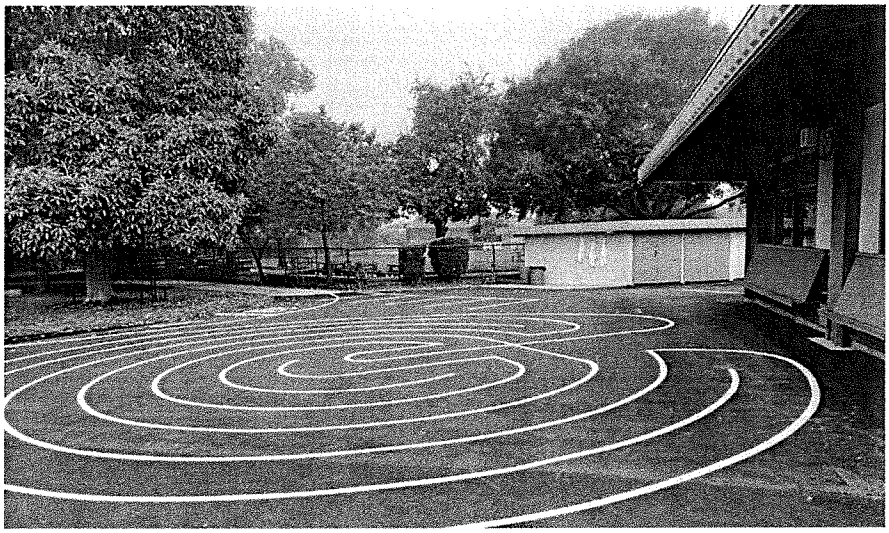

## Goleta Union School District, Measure M Bond Program

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

### Project Stats

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

### Proposed Project Team Members

Josh Mark

Shane Mahan

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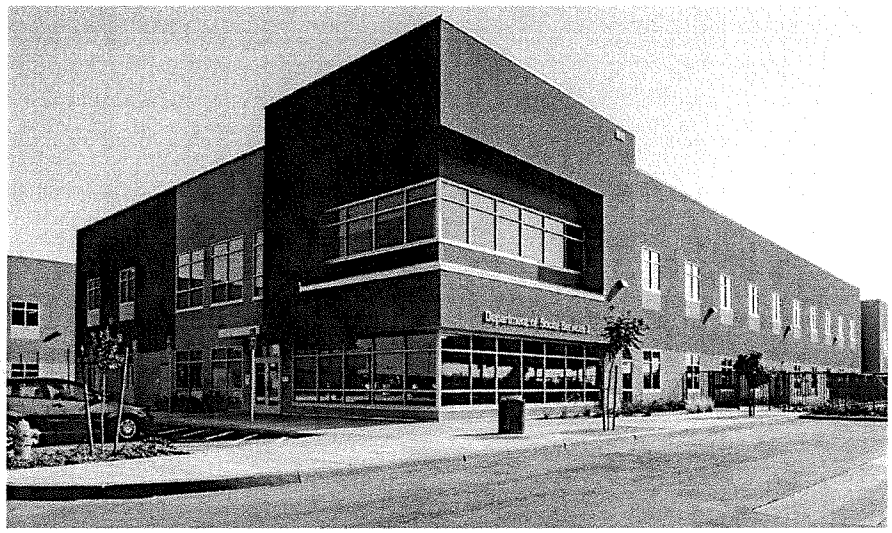

# Madera County, Staff Augmentation

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

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

## Project Stats

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

## Proposed Project Team Members

Heather Brown

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## Project Description

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

## Project Stats

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

## Proposed Project Team Members

Ty Brockway

Shane Mahan

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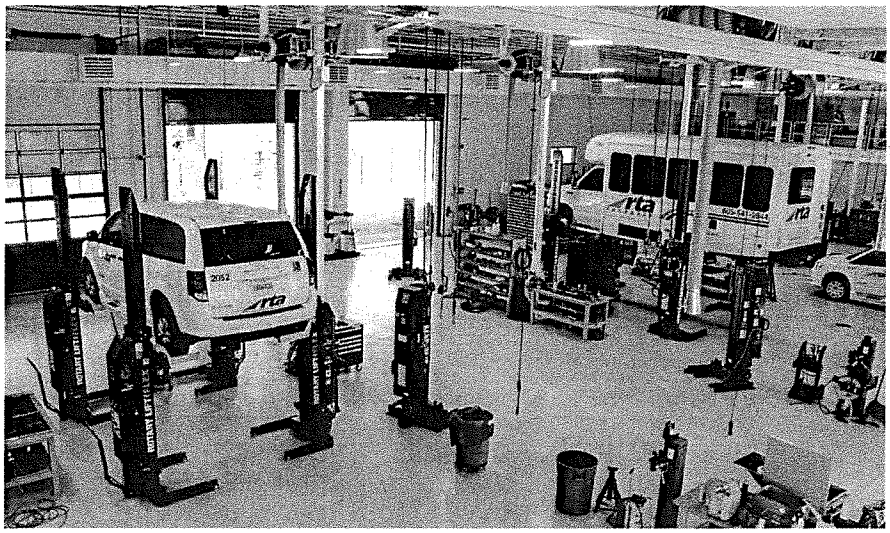


## San Luis Obispo Regional Transit Authority
## Bus Maintenance Facility

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

### Project Stats

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

### Proposed Project Team Members

Tully Wyatt

Docusign Envelope ID: A090469A-F06A-4C5C-A1A1-44E4C98E3786

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

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

## San Luis Obispo Animal Services Facility

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

### Project Stats

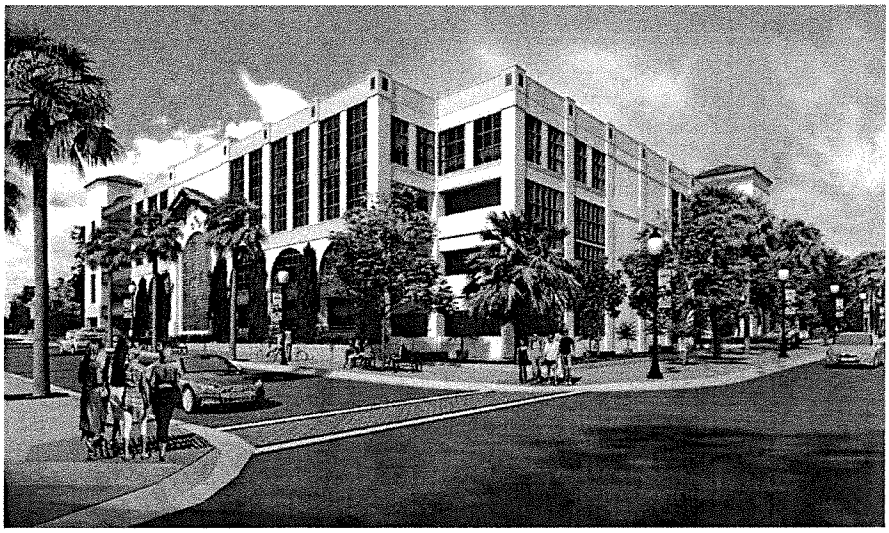
| | |
|---|---|
| a. Contracting agency: | County of San Luis Obispo |
| b. Contracting agency Project Manager: | Robert Ruiz<br>Manager - Project Delivery Division |
| c. Contact Information: | tel. 805.781.2114 \| rruiz@co.slo.ca.us |
| d. Contract amount: | $1.4 million |
| e. Funding source: | County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

### Proposed Project Team Members

Matt Chappell

Rick Stassi

Docusign Envelope ID: A090469A-F06A-4C5C-A1A1-44E4C98E3786



## [illegible]

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

## Project Stats

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

## Proposed Project Team Members

Tully Wyatt

Docusign Envelope ID: A090469A-F06A-4C5C-A1A1-44E4C98E3786

# 3. Contractor Staffing

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

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

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

**Shane Mahan, CCM**
Project Executive

**Ashton Ellis, ASSOC. DBIA, CMIT**
Contractor Contract Manager (CCM)/Program Manager

## PROJECT MANAGEMENT POOL

**Tully Wyatt, DBIA, LEED AP** **Louis Gibilisco** **Caryn Cowin**
Senior Project Manager

**Heide Norman, LEED AP** **Ty Brockway** **Josh Mark**
Project Manager II

**Mario Garzon, CMIT L2**
Project Manager

## IN-HOUSE AS-NEEDED SUPPORT SERVICES

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

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

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

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

**Rick Stassi**
Scheduling Manager

Docusign Envelope ID: A090469A-F06A-4C5C-A1A1-44E4C98E3786

# 4. Organization & Approach

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

## Proposed Team Members' Qualifications & Experience

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

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

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

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

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

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

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

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

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

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

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

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

# General Approach

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

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

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

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

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

# Team Management Using Task Orders

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

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

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

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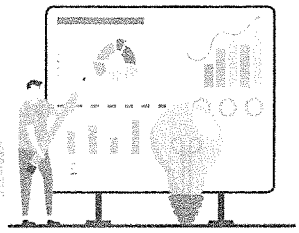
# Task Order Initiation



1. The County issues a task order to Kitchell, attention **CCM/Project Director Ashton Ellis**.
2. Ashton evaluates the task order and confers with the County to verify scope of work, schedule, PM/CM services scope, and proposed staffing plan.
3. Ashton prepares a draft task order Proposal and reviews with **Project Executive Shane Mahan.**
4. Shane submits the draft proposal to **Vice President Geoff Bachanas** for approval.
5. Upon Geoff's approval, Ashton issues the task order proposal to the County for approval.
6. If the County requests modifications to the proposal, the above steps are repeated.
7. Upon the County 's acceptance of Kitchell's task order proposal, the County issues a purchase order to Ashton.
8. Ashton submits the approved task order, the purchase order, and an internal document called a project set-up request form to the accounting team and project controls team.
9. The accounting team creates a job number and establishes the billing format/protocols. The project controls team establishes project controls tools, which include project initiation of the cloud-based file structure, Project Management Information System (PMIS), and SharePoint as applicable to the need.
10. Kitchell commences task order services.

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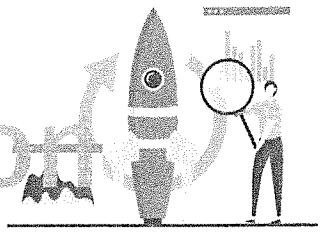
# Task Order Implementation



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

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

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

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

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

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

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

# Roles & Responsibilities

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

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

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

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

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

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

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

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

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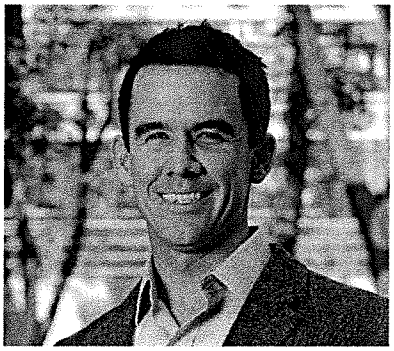

# Shane Mahan, CCM

## PROJECT EXECUTIVE

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

### EDUCATION

BS, Construction Management, University of Nevada, Las Vegas

### LICENSES & CERTIFICATIONS

General Building Contractor License, Class B #1091029, CA

Certified Construction Manager

OSHA 10-Hour Certification

### YEARS OF EXPERIENCE

26 years with Kitchell
29 total years of experience

### REFERENCE

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

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

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

## PROJECT EXPERIENCE

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

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

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

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

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

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

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

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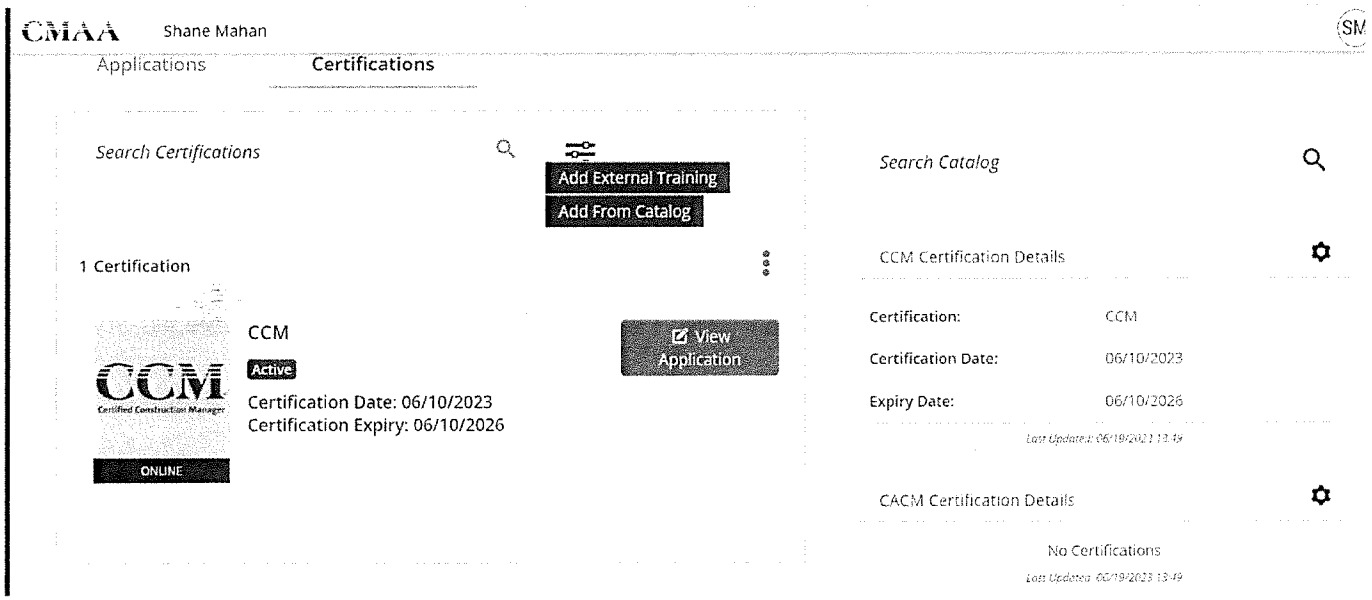
# Test Certifications & Minimum Qualifications

SHANE MAHAN



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# Ashton Ellis, CMIT, ASSOC. DBIA

## CCM/PROGRAM MANAGER

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

### EDUCATION

BA, Interior Design, San Diego State University

### LICENSES & CERTIFICATIONS

Construction Manager in Training

Associate Design-Build Professional

### YEARS OF EXPERIENCE

6 years with Kitchell
15 total years of experience

### REFERENCE

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

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

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

### PROJECT EXPERIENCE

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

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

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

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

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

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

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# Test Certifications & Minimum Qualifications

ASHTON ELLIS

**Ellis, Ashton Kester - CERTIFICATION UPDATE**

Certification <certification@dbia.org>
Thu 3/3/2022 11:54 AM
To: Ashton Ellis <aellis@kitchell.com>

1 attachments (67 KB)
Ellis, Ashton Kester .pdf;

EXTERNAL EMAIL

Hello Ashton,

Congratulations on passing the certification exam!

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

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

Congratulations on this outstanding achievement!

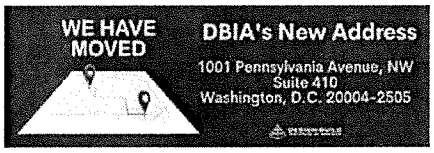
*Certification Team*

Office : (202) 682-0110

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

www.dbia.org

*Shaping the future, one successful collaboration at a time.*



The Construction Manager Certification Institute

CMIT

The CMCI Board of Governors hereby confers on

Ashton Ellis

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

Construction Manager-in-Training

as witnessed and certified by the seal of the Construction Manager Certification Institute.

CMCI Board of Governors Chair

6/10/2026
Valid Through

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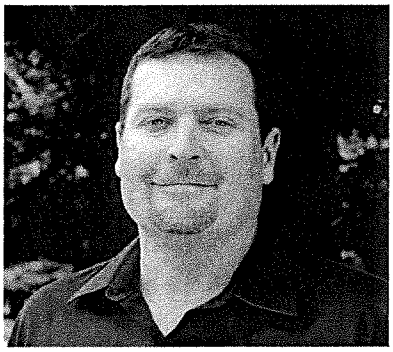

# Tully Wyatt, DBIA, LEED AP

## SENIOR PROJECT MANAGER

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

### EDUCATION

MBA, Florida Institute of Technology

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

### LICENSES & CERTIFICATIONS

Design-Build Professional

LEED Accredited Professional

OSHA 30-hour

### YEARS OF EXPERIENCE

9 years with Kitchell
20 total years of experience

### REFERENCE

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

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

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

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

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

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

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

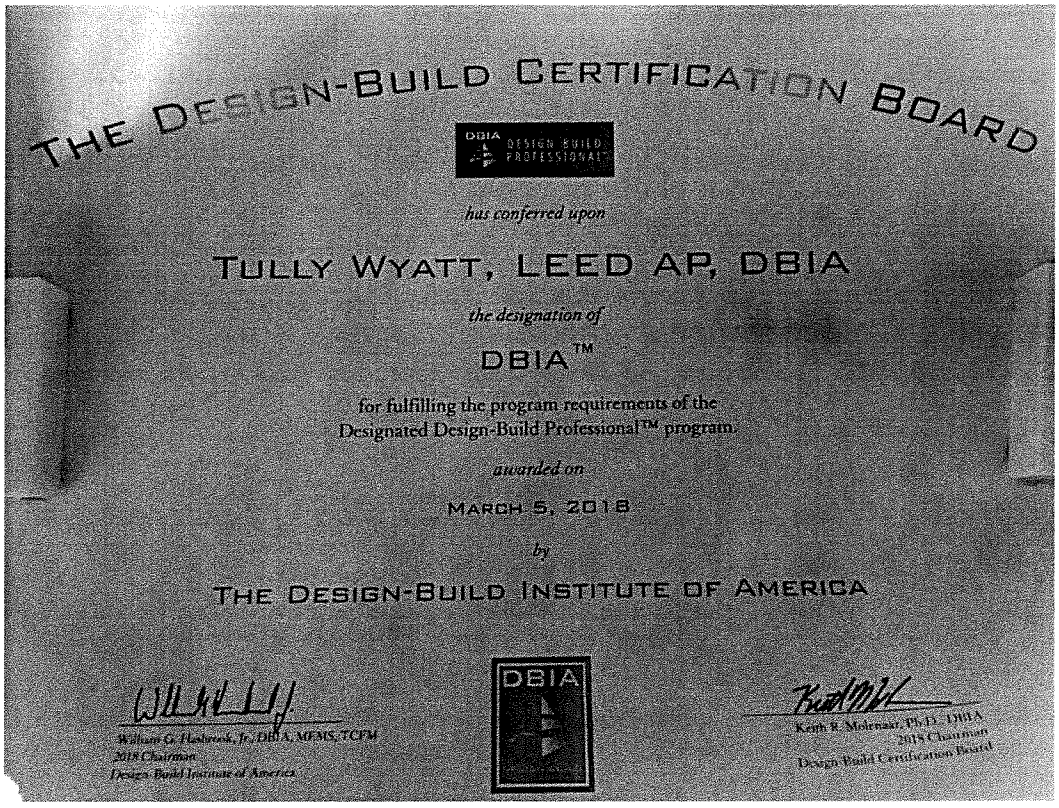
**San Luis Obispo Regional Transit Authority, Bus Maintenance Facility, San Luis Obispo, CA:** A new $17.5 million, 28,650 SF, single story bus maintenance facility with over 2,600 SF of mezzanine/equipment platform located on a 6.44-acre site. The facility accommodates operations, administration and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

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

Docusign Envelope ID: A090469A-F06A-4C5C-A1A1-44E4C98E3786

# Test Certifications & Minimum Qualifications

TULLY WYATT



THE DESIGN-BUILD CERTIFICATION BOARD

DBIA DESIGN BUILD PROFESSIONAL

*has conferred upon*

TULLY WYATT, LEED AP, DBIA

*the designation of*

DBIA™

for fulfilling the program requirements of the
Designated Design-Build Professional™ program,

*awarded on*

MARCH 5, 2018

*by*

THE DESIGN-BUILD INSTITUTE OF AMERICA

William G. Hasbrook, Jr., DBIA, MFMS, TCFM
2018 Chairman
Design-Build Institute of America

DBIA

Keith R. Molenaar, Ph.D., DBIA
2018 Chairman
Design-Build Certification Board

GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

Tully Wyatt

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE
REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY
AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

LEED AP

Chairman

June 12, 2008
Date Issued

S. Richard Fedrizzi, President and CEO

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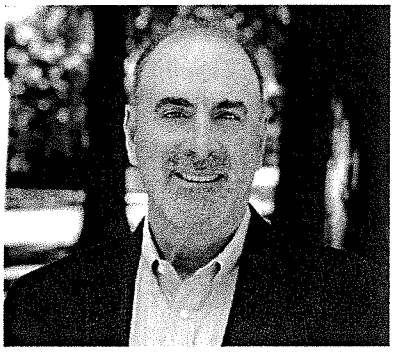

# Lou Gibilisco

## SENIOR PROJECT MANAGER

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

### EDUCATION

MBA, Pepperdine University

BA, Business, California State University, Northridge

### LICENSES & CERTIFICATIONS

OSHA 30-Hour

Construction Quality Management for Contractors, US Army Corps of Engineers/ NAVFAC

### YEARS OF EXPERIENCE

1 years with Kitchell
21 total years of experience

### REFERENCE

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

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

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

## PROJECT EXPERIENCE

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

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

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

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

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

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# Heide Norman, LEED AP

## PROJECT MANAGER II

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

### EDUCATION

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

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

### LICENSES & CERTIFICATIONS

LEED Accredited Professional

Procore Certified

NCARB ARE Candidate

### YEARS OF EXPERIENCE

2 years with Kitchell
34 total years of experience

### REFERENCE

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

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

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

### PROJECT EXPERIENCE

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

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

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

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

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

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

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

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# Test Certifications & Minimum Qualifications

HEIDE NORMAN

GBCI

Heide Norman 07/10/2024

Dear Heide,

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

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

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

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

Sincerely,

Green Business Certification Inc.

GREEN BUSINESS CERTIFICATION INC. 2101 L Street, NW Suite 500 Washington, DC 20037 T: 800.795.1746 F: 202.828.5110 gbci.org

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# Caryn Cowin

## SENIOR PROJECT MANAGER

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

### EDUCATION

Coursework, General Education, Pasadena City College

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

### LICENSES & CERTIFICATIONS

SCAQMD PM-10 Dust Control

OSHA 30-Hour Certification

### YEARS OF EXPERIENCE

< 1 years with Kitchell
29 total years of experience

### REFERENCE

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

**Project:** Cal Poly Staff Augmentation Services

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

## PROJECT EXPERIENCE

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

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

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

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

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

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

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

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

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# Josh Mark

## PROJECT MANAGER II

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

### EDUCATION

BS, Building Construction Management, Purdue University

Coursework, Organizational Leadership and Supervision, Purdue University

### LICENSES & CERTIFICATIONS

OSHA 30-Hour

American Institute of Constructors Certified Associate Constructor (CAC)

American Society of Healthcare Engineering (ASHE) Healthcare Construction Certificate

### YEARS OF EXPERIENCE

1 years with Kitchell
17 total years of experience

### REFERENCE

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

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

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

## PROJECT EXPERIENCE

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

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

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

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

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

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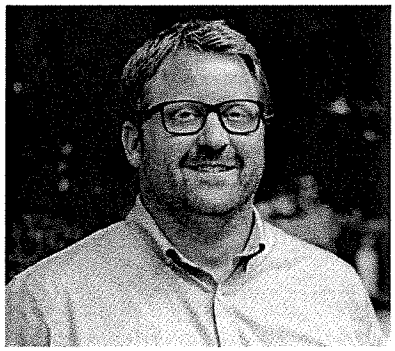

# Ty Brockway

## PROJECT MANAGER II

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

### EDUCATION

BS, Construction Management, California State University, Fresno

### LICENSES & CERTIFICATIONS

OSHA 30-Hour

### YEARS OF EXPERIENCE

1 year with Kitchell
14 total years of experience

### REFERENCE

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

**Project:** Cal Poly Staff Augmentation Services

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

## PROJECT EXPERIENCE

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

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

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

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

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

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

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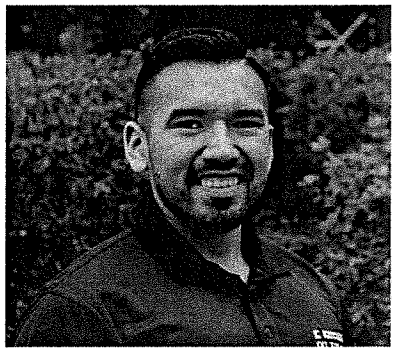

# Mario Garzon, CMIT L2

## PROJECT MANAGER

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

### EDUCATION

BS, Construction Management, California State University, Fresno

### LICENSES & CERTIFICATIONS

Construction Manager-In-Training Level 2

OSHA 30-hour

Procore Certification

### YEARS OF EXPERIENCE

8 years with Kitchell
8 total years of experience

### REFERENCE

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

**Project:** San Joaquin Fish Hatchery Expansion

### DELIVERY METHOD EXPERIENCE

Design-bid-build

Design-Build

JOC/On-call

Best Value

## PROJECT EXPERIENCE

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

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

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

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

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# Test Certifications & Minimum Qualifications

MARIO GARZON

The Construction Manager Certification Institute

CMIT

LEVEL TWO

The CMCI Board of Governors hereby confers on

Mario Garzon

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

## Construction Manager-In-Training

Level Two

as witnessed and certified by the Construction Manager Certification Institute.

*CMCI Board of Governors Chair*

06/29/2029 00:00

*Valid Through*

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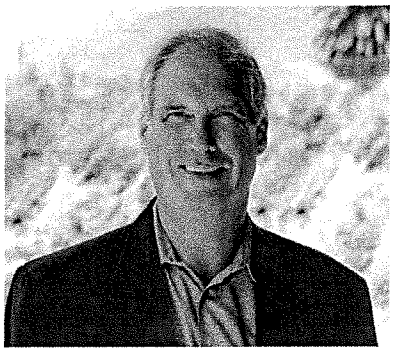

## Randy Rominger, LEED AP, ASSOC. DBIA

### PRINCIPAL-IN-CHARGE

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

### PROJECT EXPERIENCE

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

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

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

## Heather Brown, PE, LEED AP

### CONSTRUCTABILITY REVIEWER

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

### PROJECT EXPERIENCE

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

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

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

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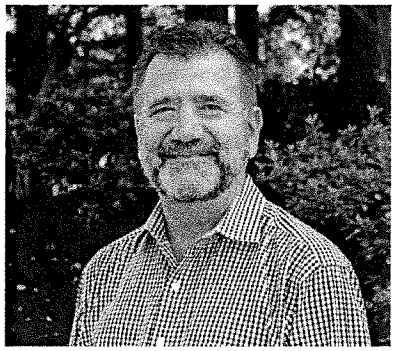

# Rick Stassi

## SCHEDULING MANAGER

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

### PROJECT EXPERIENCE

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

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

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

# Rafael Martin, PE, ASSOC. DBIA, CCM

## PROJECT CONTROLS DIRECTOR

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

### PROJECT EXPERIENCE

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

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

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

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# Matt Chappell, EIT, CEP

## ESTIMATING MANAGER

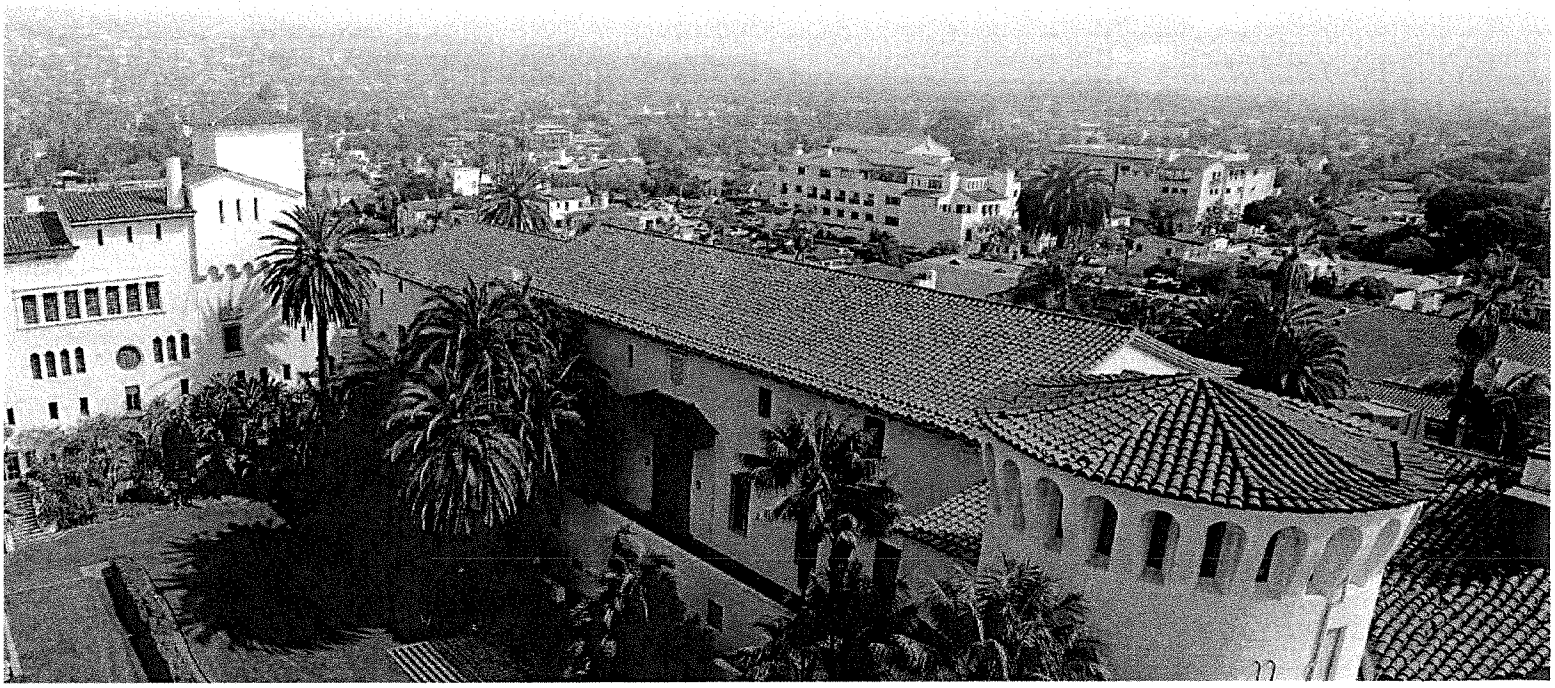
Matt has more than 28 years of experience in private and public construction and design. His experience includes project management, agency/contractor coordination, scheduling and project budgets, utility construction and estimating on multiple municipal and education projects. As a Certified Estimating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

## PROJECT EXPERIENCE

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

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

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



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# 5. Statement of Work

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

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

## Project Scope Development

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

## Cost Estimating/Budget

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

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

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

## Project Schedule Development

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

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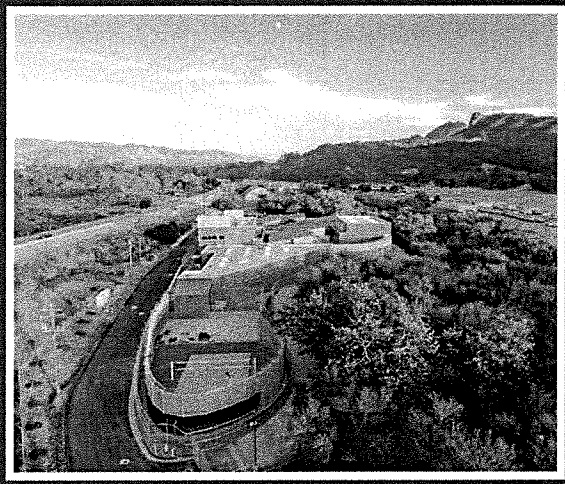

## Collaborative & Timely Solutions at San Luis Obispo County Juvenile Hall Expansion

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

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

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

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

# Project Communications

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

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

Clear understanding of each team member's role and responsibilities on the projects will establish clear performance expectations and eliminate confusion. We have often used a tabular responsibility matrix to accomplish this. Each team member will see a snapshot of their responsibilities and how they relate to other team members. We will generate a detailed responsibility matrix defining the roles and responsibilities of each member on the project team and conduct a project kick-off meeting to convey these roles and responsibilities. This effort will help identify potential conflicts and omissions of activity before they become issues.

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

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# Project Management/ Administration Tasks

## Meetings

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

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

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

## Project Documents

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

## Coordination of Plans & Specifications

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

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

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

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

## Coordination of Value Engineering Process

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

## Project Organization

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

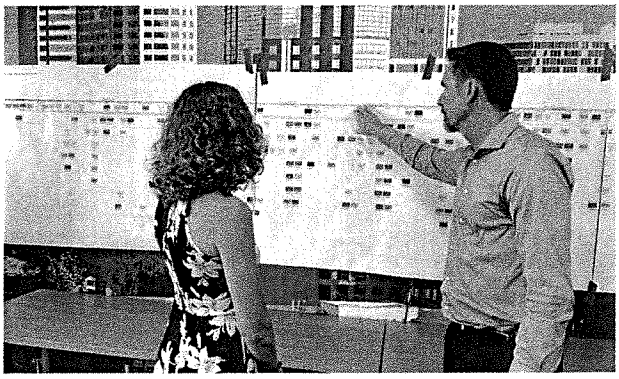
## Contractor Solicitation Strategy

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

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

## Project Permitting

Our PMs work closely with various County departments (Public Works, Planning & Development, Environmental, etc.), and the design team to ensure all necessary permits for the projects are obtained. Throughout each project, we will track the status of all regulatory requirements including special testing and inspections and coordinate the work in the field with the special inspections teams to assure the projects move forward according to the schedule. Additionally, it is recommended that the County and applicable County Inspectors are engaged early in the project to develop a strategy for timely inspections and to ensure that the project team is clear on the inspector's expectations.



## Project Documentation

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

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

### Board Letter Development

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

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

## Project Financial Management

### County Purchasing Requirements

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

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

### Financials Management

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

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

## Construction Management

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

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

## Other Project/Program Tasks

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

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

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

b. Describe your understanding of Project deliverables.

## Understanding of Project Deliverables

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

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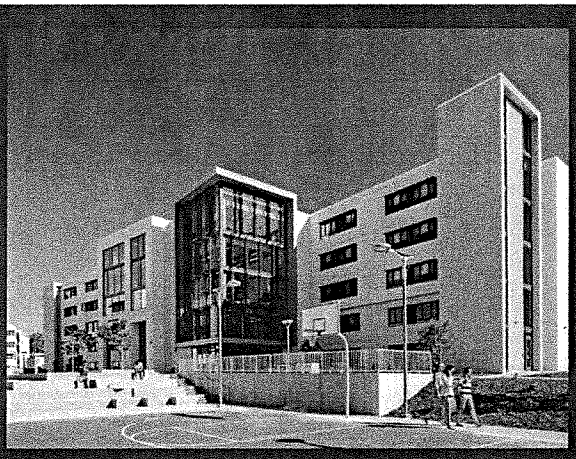
c. Describe your cost control and budgeting methodology.

# Cost Control & Budgeting Methodology

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

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

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



## Cost Control for Cal Poly SLO yakʔitʸutʸu (YTT) Residential Community

Kitchell was vested in maintaining the project budget at the YTT Residential Community. Aside from providing complete reviews of each contractor initiated change order request, we also tapped into our Estimating Department to review potential large scale changes to the project's parking structure facility. In addition, we met bi-weekly with the Owner to review all approved, pending and potential changes to the project relative to the project contingency. These efforts at cost control and of continual budget review afforded the University the opportunities to provide additional facilities to the project (added a 2nd story to the administrative building), provide additional redundancies to vital systems like the lift station, emergency systems, and add critical infrastructure pieces to the campus electrical system (manholes, splice boxes). The combined team effort kept the project moving forward while managing these changes within the project budget.

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# 6. Conflict of Interest

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

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

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# 7. Litigation

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

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

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

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# 8. Agreement for Services of Independent Contractor

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

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

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

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

Signature: _____

Geoff Bachanas, CCM
Vice President of Operations

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

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# 9. Contractor Information Sheet

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

## Contractor Information Sheet

**Name of Proposer** Kitchell/CEM, Inc.

**Business P.O. Box** N/A

**City, State, Zip** N/A

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

**City, State, Zip** San Luis Obispo, CA 93401

**Telephone No.** 805.706.0276 **Fax No.** 916.648.6534

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

**Contact Person Name** Randy Rominger, Principal-in-Charge

**Contact Person Phone No.** 559.263.9660

**Contact Person Email** rrominger@kitchell.com

**Employer's Tax Identification Number** 86-0358697

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# 10. Federal Provisions

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

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

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

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

**1.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

**2.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**3.** The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Geoff Bachanas, Vice President of Operations

Name and Title of Contractor's Authorized Official

July 12, 2024

Date

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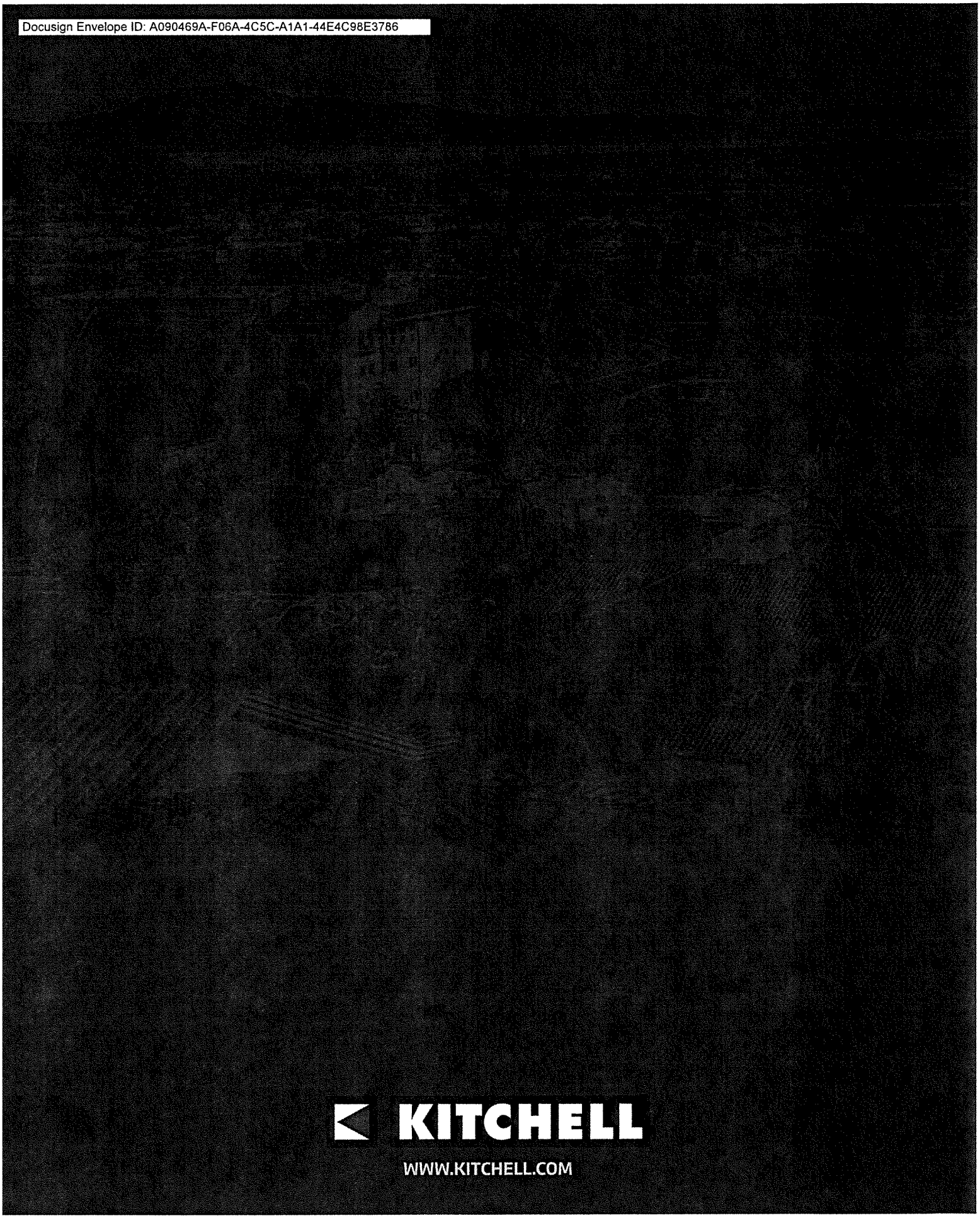

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# COST PROPOSAL

**July 19, 2024**

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

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

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

**Kitchell's Hourly Rates:**

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

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| | |
|---|---|
| Scheduling Department Manager | $190 |
| Scheduler | $165 |

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

**Reimbursable Costs**

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

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# Exhibit B – Payment Arrangements

## Specified Rates of Compensation

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

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

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

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

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

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

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

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

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

John Green
912 West Foster Road
Santa Maria, CA 93455

H. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases greater than the agreed Cost Proposal annual cost escalation rate, which are the direct result of changes in the prevailing wage rates, are reimbursable.

I. The period of performance for each Task Order shall be in accordance with dates specified in such Task Order, and performance under each Task Order shall be completed during the Term. No Task Order shall be valid after the expiration or termination of this Agreement.

J. The total aggregate amount payable by COUNTY for an individual Task Order shall not exceed the Task Order Maximum, unless authorized by amendment of such Task Order duly executed by Contractor and the County Contract Manager.

K. Task Orders may not be used to amend this Agreement.

L. The total aggregate amount payable by COUNTY for all services and all Task Orders resulting from this Agreement shall not exceed $6,000,000.00 ("Maximum Contract Amount"). It is understood and agreed that there is no guarantee, either expressed or implied that any dollar amount will be authorized under this Agreement through Task Orders.

M. All subcontracts shall contain the above provisions.

# Exhibit B-1 – Contractor Rate Schedule

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

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

END OF EXHIBIT B-1

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# 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.

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# Exhibit D– Task Order Form

one COUNTY | one FUTURE

## 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:** | | |
| __/__/202_ | | {End Date} (and in no event later than 8/27/2029) | | |
| **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. {ATTACH TASK ORDER BUDGET}<br>2. |
| **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 SERVCES CAPITAL ASSISTANT DIRECTOR:** | | |
| SIGNATURE | PRINT NAME | DATE |
| | | |

## END OF EXHIBIT D

September 11th, 2025

Ashton Ellis
Project Manager
Casa Nueva – 260 N. San Antonio Road, 2nd Floor

**Re: County of Santa Barbara – North County CRT BHCIP Round 2**

Dear Ashton,

We are excited to submit our proposal for architectural services concerning the CRT BHCIP Round 2 grant application support services.

**Scope of Work**
The proposed scope is as follows:

1. Update utility infrastructure narrative based on current conditions.
2. Remove references to PV array, BESS, and microgrid controllers.
3. Update site access and fencing based on current conditions.
4. Update cost estimate.
5. Create 3D renderings of the proposed project.
6. Update the project report which includes narratives, concept, and estimate.

We will provide the updated report in PDF form and will format as needed for the grant application.

For the construction documents phase through construction administration, Nacht & Lewis shall be paid a fixed fee of **Twenty-Four Thousand Dollars ($24,000.00)**.

Invoices will be issued monthly based on work completed, and payment is due within 60 days of the Nacht & Lewis invoice date.

**Assumptions and Exclusions.**

1. The existing program remains unchanged. We will not be performing additional programming interviews.
2. The existing concept will remain as is with only slight modifications based on the scope listed above.

If you find our proposal acceptable, we kindly request authorization for services. We are grateful for the opportunity to continue serving you and Santa Barbara County.

Sincerely,
NACHT & LEWIS

Lorenzo Lopez, AIA
Principal

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

# PROFESSIONAL SERVICES AGREEMENT

Between

## THE COUNTY OF SANTA BARBARA

And

## Nacht & Lewis Architects, Inc.

## Bridging Design and Construction Administration Consulting Services

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

**Provide programming, surveys, conceptual design and estimating, bridging design and estimating, and construction administration services for the expansion of the Santa Barbara County North Branch Jail.**

## PROJECT NUMBER: 23040

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## END LIST OF EXHIBITS AND ATTACHEMENTS

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

# PROFESSIONAL SERVICES AGREEMENT

# FOR

# PROFESSIONAL BRIDGING DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES

**This is an agreement between THE COUNTY OF SANTA BARBARA ("Owner" or "County") and Nacht & Lewis Architects, Inc., a California corporation ("Consultant" or "Contractor").**

## PART 1 - RECITALS

**1.01 WHEREAS**, this Professional Services Agreement ("PSA" or "Agreement") sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide professional services to Owner in connection with Owner's **North Branch Jail Expansion Project** ("Project"); and

**1.02 WHEREAS,** Consultant was selected by means of the County's qualifications-based selection ("QBS") process, and represents itself as a professional having the requisite qualifications, licenses and agrees to perform the Services defined below.

**NOW, THEREFORE, Owner and Consultant agree as follows:**

## PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

### 2.01 Agreement For Services

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

### 2.02 Maximum Compensation

A. The sum of all payments made to Consultant pursuant to this PSA shall not exceed a maximum aggregate amount of **Two Million, One Hundred Twelve Thousand, and Five Hundred dollars** (**$2,112,500.00**("Maximum Compensation Limit" or "MCL"). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

### 2.03 Term

A. This PSA is effective as of first the date it is duly executed by both of the parties hereto, and shall remain in effect for a period of **4 years** thereafter, unless earlier terminated in accordance with the provisions of this Agreement ("Term").

### 2.04 Scope

A. The Services and Deliverables identified in "Consultant's Scope of Work & Hourly Rates," attached hereto as Exhibit A and incorporated herein by reference ("SOW"), establish:

1. The full range of Services and Deliverables the County may authorize for projects within the scope of this PSA.
2. The extent of the Services and Deliverables that may be authorized by the Owner's Project Manager ("OPM") within the scope of this PSA.

## PART 3 - OWNER'S RESPONSIBILITIES

### 3.01 Owner Provided Information

A. If required and where available, Owner may provide any of the following for Consultant's use in connection with the Services:

(i) Specialized studies of existing site conditions, including the presence of hazardous materials, soil, air, water, pollution, etc.

B. Consultant must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

### 3.02 Approval & Permit Fees

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

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

### 4.01 Changes in Scope

A. If Owner requests a change in the requirements of the SOW that Consultant contends is material and justifies an increase in compensation, Consultant must, within fourteen (14) calendar days of the Owner's request, advise Owner in writing of such contention before proceeding with such change. If written notice is not given to Owner within such 14-day period, such change shall be deemed immaterial, and Consultant shall not be entitled to additional compensation for such change.

B. If Owner causes a change in the Service(s) or Deliverable(s) that Consultant believes to be material, Consultant must, within fourteen (14) calendar Days of the event that caused such change, notify Owner in writing that Consultant contends Owner has caused a material change in the Service(s) or Deliverable(s). After said notification, Consultant must provide such Service or Deliverables as directed by OPM. If OPM concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant may be adjusted in accordance with Parts 10.01.A.3,and 10.03, below; provided, however, that in no event shall payments to Consultant hereunder exceed the MCL.

C. If there is a material increase in the Service(s) or Deliverable(s) required to complete the Services, and such increase is not in any way attributable to acts or omissions of or on behalf of Consultant, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of Consultant, OPM may request, and Consultant, pursuant to such request, shall provide, assistance in re-allocating the remaining available funds available hereunder. Such assistance must, if requested by OPM, also include a determination of any other Services necessary to complete the Project.

D. If there is a material decrease in the Services or Deliverables required to complete the Services, Consultant If shall immediately notify OPM of such decrease, and agrees to accept a reasonable corresponding reduction in compensation hereunder.

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

### 5.01 Consultant as Independent Contractor

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

### 5.02 No Assignment; Consultant's Use of Subconsultants

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

**5.03 Consultant's General Responsibilities**

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

A. Standard of Care

1. Consultant shall perform all Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's profession and area of specialty in the State of California.

2. At all times during the Term, Consultant shall perform all Services in compliance with all applicable federal, state, and local codes, statutes, laws, regulations and ordinances ("Applicable Laws").

3. Consultant shall use its professional judgment and expertise to verify interpretations of Applicable Laws from the appropriate Government Agency(ies) and authorities having jurisdiction over the Project. Such efforts shall be undertaken in accordance with the acceptable standard of care for this type of Project.

B. Funding by Governmental Agencies

1. If applicable to this PSA, when a Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant shall comply with all requirements of such Federal, State, or outside funding sources, including, but not limited to, requirements set forth in the Construction Documents.

C. HCAI (formally known as OSHPD) Jurisdiction

1. If applicable to this PSA, when a Project is within the jurisdiction of the State of California, Department of Health Access and Information ("HCAI" formally known as OSHPD), Consultant's Instruments of Service must meet all HCAI requirements.

D. Sequence of Consultant's Services

1. Consultant's Services shall proceed sequentially as described in the SOW unless otherwise agreed or directed by the Owner in writing duly executed by OPM.

2. The Milestone Schedule for completion of the Consultant's Services is set forth in the SOW.

E. Submittal of Deliverables

1. Each submittal of a Deliverable by Consultant to Owner hereunder shall include a declaration statement, signed by a duly authorized officer of Consultant, that Consultant coordinated the work of Consultant and its Subconsultants, that such Deliverable is accurate and complete, and that all of Owner's prior review comments have been incorporated therein.

2. Consultant shall furnish to Owner, in form and format suitable for reproduction, original reproducible files and other Instruments of Service, and computer flash drives containing

each submittal in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2003 or newer.

F. Printing & Reproduction

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

G. Meetings

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

H. Consultant's Staff and Subconsultants

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

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

## PART 6 - CONSULTANT'S SCHEDULE

**6.01** Schedule

A. Consultant shall schedule and promptly perform all Services and Deliverables in coordination with the County.

B. Consultant shall perform all Services and Deliverables within the time and project schedule set forth in this Agreement. Time is of the essence in this Agreement.

C. Consultant shall provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the project schedule set forth in this Agreement.

## PART 7 - INDEMNIFICATION & INSURANCE

**7.01** Exhibit D Indemnification and Insurance Requirements

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

## PART 8 - REPRESENTATION BY COUNSEL

A. Both parties to this PSA were represented by counsel in the negotiation and execution of this PSA.

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

## PART 9 - HAZARDOUS MATERIALS

### 9.01 Responsibility for Hazardous Materials

A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.

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

## PART 10 - COMPENSATION & PAYMENT

### 10.01 Compensation

A. Payments will be made as set forth herein

1. Maximum Compensation Limit

    a. The Maximum Compensation Limit ("MCL") includes the maximum aggregate amount of compensation payable to Consultant hereunder. Total payment by Owner to Consultant shall not exceed the MCL specified in Exhibit C, attached hereto and incorporated herein by reference. Consultant is fully responsible for the provision of all Services and Deliverables, compensation for which shall not exceed the MCL.

2. Consultant's Hourly Rate Schedule

    a. Consultant's Hourly Rate Schedule is set forth in the SOW.

    b. Non-Fixed fee Services provided by Subconsultants are subject to the Director's prior written approval, and shall be set forth in an Amendment to this PSA.

3. Changes

    a. During the Term of this PSA, the Owner may authorize changes to this PSA, other than by amending this PSA in accordance with Part 15.B., below, only in accordance with Part 4.01, above, and Part 10.03, below, and only to the extent authorized by the Board of Supervisors in approving this PSA.

4. Prevailing Wages

    a. Certain Services to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. Consultant is solely responsible for determining whether the Services, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). County has

obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with County's Public Works Agency and are available upon request. Consultant is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). Consultant acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Services, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner) Consultant has included (and shall include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

5. Errors and Omissions

   a. Consultant must correct all errors and omissions attributable to acts and/or omissions of and/or on behalf of Consultant and/or Subconsultants without cost to Owner.

   b. Owner has the right to pursue claims for any errors and omissions of or on behalf of Consultant and/or Subconsultant(s).

**10.02 Reimbursable Expenses**

A. When travel is authorized as a reimbursable expense, Consultant agrees to comply with the Santa Barbara County and Federal travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found in the Capital Projects Division.

B. All reimbursable expenses, including travel, mileage, copying, printing, etc. should be included in the MCL and not billed separately.

**10.03 Supplemental Services & Deliverables**

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

**10.04 Payment**

A. Payment Requests

   1. Owner will endeavor to make payments within thirty (30) Days after the OPM's approval of the Consultant's correct Payment Request.

B. Invoices

   1. Consultant may submit a Payment Request not more than once each month.

C. Progress Payments

   1. Owner may, in its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.

**10.05 Release of All Claims**

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

### 10.06 Timely Billings

A. Consultant agrees to bill Owner on a timely basis and not later than ninety (90) Days after:

1. Services are performed; or
2. Billings are otherwise due pursuant to the terms of the PSA.

B. Owner has no liability for payment of, and has sole discretion to pay or decline payment of, any billings submitted after the expiration of such ninety (90) Day period.

### 10.07 Consultant's Accounting Records

A. Accounting System & Records Retention

1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years after expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.

B. Owner's Auditing Rights

1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices relating to the performance or administration of this PSA, or affecting any changes or modifications to this PSA.

C. Applicability to Subcontracts

1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts, including, but not limited to, contracts with Subconsultants, exceeding Ten Thousand Dollars ($10,000) in value in connection with this PSA, including any modification(s) thereof.

## PART 11 - TERM & TERMINATION

### 11.01 Owner's Rights

A. Termination for Convenience

1. The Director may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work hereunder as specified in the notice.
2. If this PSA is so terminated, Consultant will be compensated as set forth below.

B. Termination for Breach

1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from the County's OPM specifying such failure or violation, whether subject to cure, and, if subject to cure, the time and manner of cure, Owner may terminate this PSA in accordance with Part 11.01.A.1, above.
2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.

3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment due to Consultant for Services performed prior to such termination for convenience in accordance with Section 11.02, below.

C. Suspension for Convenience

1. OPM may, without cause, order Consultant in writing to suspend, delay, or interrupt the Services under this PSA in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision, and such suspension shall not constitute a breach in this Agreement.

D. The rights and remedies provided herein to Owner are in addition to any other rights and remedies provided by law in this PSA.

**11.02 Consultant's Compensation Upon Termination**

A. In the event of Owner's termination of this PSA, Consultant will receive compensation as follows:

1. For fully performed and accepted items of Service, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for that item of Service or expense.

2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.

B. In no event will the total compensation paid for any item of Service exceed the value specified in this PSA for such item of Service.

**11.03 Delivery of Documents**

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

## PART 12 - DISPUTE RESOLUTION

**12.01 Consultant's Questions & Concerns**

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

**12.02 Dispute Resolution During Construction**

A. Alternate Dispute Resolution (ADR)

1. Owner intends, but shall not be required, to use ADR techniques including Partnering and Mediation during Design.

B. Consultant and its Subconsultants shall participate in all ADR efforts as directed by Owner.

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

**12.03 Negotiations Before and During Mediation**

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

**12.04 Mediation**

A. Voluntary Mediation

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

B. Initiation of Mediation

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

C. Request for Mediation

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

D. Selection of Mediator

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

E. Qualifications of a Mediator:

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

F. Vacancies

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

G. Representation

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

H. Time and Place of Mediation

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

I. Identification of Matters in Dispute

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

J. Authority of Mediator

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

K. Privacy

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

L. Confidentiality

1. The Mediator will not divulge confidential information disclosed to a Mediator by the Parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.
3. The Mediator must not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.
4. The Parties shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:

a. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute;

b. Statements made by the other Party in the course of the Mediation proceedings;

c. Proposals made or views expressed by the Mediator;

d. Whether the other Party had or had not indicted willingness to accept a proposal for settlement made by the Mediator.

M. No Stenographic Record

1. There shall be no stenographic record of the Mediation.

N. Termination of Mediation

1. The Mediation shall be terminated:

a. By the execution of a Settlement Agreement by the Parties with respect to the issues subject to the Mediation;

b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or

c. By a written declaration of one or more of the Parties to the effect that the Mediation proceedings are terminated.

O. Exclusion of Liability

1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.

P. Interpretation and Application of These Mediation Provisions

1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.

Q. Expenses

1. The expenses of witnesses for each Party must be paid by the Party producing such witnesses.

2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned equally between the Parties, or otherwise, as the Mediator finds appropriate, or as may otherwise be agreed by the Parties, provided, however, that a Party shall not be responsible for any such Mediation expense to which such Party did not consent in advance in writing.

### 12.05 Compensation for Participation in Mediation

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

## PART 13 - MISCELLANEOUS PROVISIONS

### 13.01 Capitalization and Formatting

A. Terms capitalized in this PSA include those that are:

1. Specifically defined; or

2. Titles of Parts or paragraphs; or

3. Titles of reports or Deliverables; or

4. Titles of other documents.

B. Unless otherwise indicated, highlighted, **emboldened**, *italicized*, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.

C. Text shown with Strike Through font is meant to, and does, exclude such text from the PSA. It is shown as such merely for the convenience of the Owner.

D. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

**13.02 Force Majeure**

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

**13.03 Waiver**

A. In the event any provision of this PSA is held to be invalid and unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding on the Parties.

B. One or more waivers by either Party of any provision, term, condition or covenant shall not constitute a waiver of any subsequent breach.

**13.04 Timely Approvals**

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

**13.05 Ownership & Use of Instruments of Service**

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

B.

Unless otherwise specified herein, Consultant hereby assigns to Owner all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Consultant pursuant to this PSA (collectively referred to as "Copyrightable Work and Inventions"). Owner shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Consultant agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Consultant warrants that

any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay all damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims.

C. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this PSA.

D. Consultant is not entitled to any fees for Owner's use of Instruments of Service unless Owner enters into an agreement with Consultant for Services in connection therewith.

E.

**13.06 Reliance**

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

**13.07 Taxes**

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

**13.08 Conflicts of Interest**

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

**13.09 No Publicity or Endorsement**

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

**13.10 Non-Discrimination**

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

**13.11 Execution in Counterparts**

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

**13.12 Governing Law**

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

## PART 14 - NOTICES

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

## PART 15 - LIMITS OF AGREEMENT

A. This PSA, including all Exhibits and attachments hereto, together with the Request for Qualifications/Proposal ("RFQ/P") pursuant to which this Agreement was procured and which is hereby incorporated herein by reference, and Consultant's Proposal submitted to County in response to same ("Proposal"), constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereof, and supersede all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.

B. This PSA may be amended only by written agreement signed by Owner and Consultant, except as otherwise expressly authorized herein.

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

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

## PART 16 - ORDER OF PRECEDENCE

A. In the event of conflict or inconsistency between the provisions contained in Parts 1 through 18 of this Agreement and the provisions contained in the Exhibits, the provisions contained in Parts 1 through 18 of this Agreement shall control and prevail over those in the Exhibits, other than Exhibits D , which shall control and prevail. Consultant agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between Consultant's Proposal (attached hereto as part of Exhibit A), on the one hand, and any other provision(s) of this Agreement, on the other, the provisions of this Agreement (including the RFQ/P, incorporated herein by reference) other than Consultant's Proposal shall take precedence and control and prevail.

## PART 17 - EXHIBITS

A. The following listed Exhibits referred to herein are incorporated in this PSA as though set forth in full. In the event of conflict between provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions in the numbered sections shall prevail over the provisions.

1. Exhibit A, "Consultant's Scope of Work & Hourly Rates" and Consultant's Proposal
2. Exhibit B, "Consultant's Staff & Subconsultants"
3. Exhibit C, "Consultant's Compensation"
4. Exhibit D, "Indemnification And Insurance Requirements"
5. Exhibit E, "Notices"
6. Attachments

[*Signatures appear on the following page.*]

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

**County of Santa Barbara**

By: _____
**STEVE LAVAGNINO, CHAIR**
**BOARD OF SUPERVISORS**

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

By: _____
Deputy

**CONSULTANT:**
Nacht & Lewis Architects, Inc.
600 Q Street, Suite 100
Sacramento, CA 95811

By: _____
Authorized Representative

Name: Eric Fadness
Title: Principal
Address: 600 Q Street, Suite 100
City/State/Zip: Sacramento, CA 95811

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

DocuSigned by:
By: _____
8F464B822C84458...
Deputy County Counsel

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

DocuSigned by:
By: _____
A99ED5BD71D04FB...
Deputy

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

DocuSigned by:
By: _____
05F555F00268466...
Risk Manager

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

DocuSigned by:
By: _____ 6/14/2024 | 12:50 PM PDT
Department Head

**END OF AGREEMENT**

## EXHIBIT A

### SCOPE OF WORK; HOURLY RATES

Consultant shall perform all of the following services set forth in this Scope of Work ("Basic Services") in exchange for the Fixed Fee for Basic Services set forth in Section 1.a of Exhibit C, below, which shall include all overhead, administrative costs, and profit. The following hourly rates, which include all overhead, administrative costs, and profit, shall apply to Supplemental Services. No rate increases shall be effective unless approved via an amendment to this PSA duly executed by Consultant and the County Board of Supervisors.

CONSULTANT FIRM NAME: **Nacht & Lewis Architects, Inc.**

**SCOPE OF WORK: SEE ATTACHMENT 1**

**END EXHIBIT A**

# EXHIBIT B

## CONSULTANT'S STAFF & SUBCONSULTANTS

A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be **Eric Fadness**. Consultant declares that Consultant's Project Manager shall be **Roger Davis**. .

B. Consultant will only employ Subconsultants identified in the Consultant's Proposal submitted in response to the County's RFQ/P for this project (each, a "Subconsultant"), as set forth below, and each Subconsultants must, if their profession or specialty is licensable, be licensed by the State of California to perform such Services. Consultant must obtain Owner's prior written approval of any other subconsultants or subcontractors. Upon Owner's request, Consultant shall provide copies of all Subconsultant contracts to Owner.

C. None of the Staff or Subconsultants specified in this Agreement shall be replaced without OPM's prior written approval in each instance pursuant to an amendment to this PSA. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, upon written notice from the OPM, Consultant shall, within fifteen (15) calendar days, remove that person from the Project and provide a qualified replacement acceptable to OPM, and subject to OPM's prior written approval.

**List of Consultant's Staff**

**N/A – Varies.**

**List of Subconsultants**:

**Refer to ATTACHMENT 1**

**END EXHIBIT B**

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

# EXHIBIT C

## CONSULTANT'S COMPENSATION

### 1. COMPENSATION SUMMARY

| | | |
|---|---|---|
| a. | Consultant's **Fixed Fee** for the **Basic Services** described in Exhibit A, "Consultant's Scope of Work" shall be: | |
| | Payment for Basic Services | **$2,000,000.00** |
| | [Payments for Alternates] | $0 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **SUBTOTAL: Fixed Fee for Basic Services** | **$2,000,000.00** |
| | | |
| | | |
| b. | **Allowance for Reimbursable Expenses pursuant to Part 10.02** 1 | **$0** |
| | | |
| c. | Allowance for Additional Basic Services (PSA Part 5.04) and Supplemental Services (PSA Part 10.03) that may be authorized by the Owner in writing pursuant to issuance of a **Change Order,** issued during the Term in accordance with Part 10.03, above. | **$112,500.00** |
| **2.** | **MAXIMUM COMPENSATION (a+b+c)** | **$2,112,500.00** |

### 3. PROGRESS PAYMENTS

a. For **FIXED FEE** portion, Progress Payments will be on the basis of completion of Project Milestones.
b. For **HOURLY FEE** portion, Progress Payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A or B to the PSA. (**Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown**)

c. Only invoices identifying personnel listed in Exhibit A or B to the PSA will be accepted by Owner for payment.

d. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period; completed milestones and deliverables.

**END EXHIBIT C**

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

## EXHIBIT D

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

INDEMNIFICATION

**A. Indemnification pertaining to Design Professional Services:**

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'S has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation**: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. **(Not required if 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 revisions 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 state 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 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.
    iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

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

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

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

## EXHIBIT E

## NOTICES

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

**a. Owner:**

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

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

**b. Consultant:**

**Nacht & Lewis Architects, Inc.**
**600 Q. Street**
**Sacramento, CA 95811**

Attention: **Eric Fadness, efadness@nachtlewis.com**

**END EXHIBIT E**

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## ATTACHMENT 1

# Santa Barbara County North Branch Jail Expansion Project
# Bridging Architect Services

## I. PROJECT DESCRIPTION

The project will expand the current North Branch Jail Facility located at 2301 Black Road in Santa Maria, California. The scope of work is for the bridging Bridging Design of one (1) or two (2) housing pods similar to the existing housing pod design. The final determination of the project's scope and magnitude will be made upon completion of the Programming and Site Investigation phase.

The County is investigating the feasibility of incorporating an approximately 30-bed Step-down Facility (SDF) on the same parcel as the North Branch Jail but not directly connected to the Jail complex. In the Programming and Site Investigation Phase, conceptual-level programming and planning of the Step-down facility to determine the project's scope and order-of-magnitude construction cost will be completed.

## II. SCOPE OF SERVICES

A. Programming and Site Investigation Phase

1. Existing Conditions – Consultant and Consultant's Team shall review and analyze as-built documents, the project site, the existing buildings on-site, utility usage, infrastructure, and service tie-ins to inform the bridging design.
    a) The Consultant and Consultant Team shall allot five (5) site visits to the project site to review and evaluate the existing conditions and utilities.
2. Survey – Consultant's Team shall perform a survey during the site investigation phase and shall include other relevant reports prepared by the County.
    a) ALTA and Topographic Survey: Prepare an ALTA survey to confirm the site boundary, existing topography, the State of California lease boundary, and visible surface utility locations.
    b) The Consultant shall support the County's effort to modify the existing lease with the State of California including coordination of the new ground lease boundary and exhibits for use by the County in presenting to the State.
    c) The county will provide the AutoCAD files of the existing site survey documents to serve as a base for the survey.
3. Conceptual Utilities and Agency Coordination - Consultant and Consultant's Team shall coordinate and meet with utility companies and City representatives, as required, to gain beneficial project information that will assist in implementing the Project.
    a) The Consultant shall contact the utility representatives to determine the requirements for this project. The information collected shall include the availability and capacity of utility services (water (including fire), sewer, drainage, gas, electric) to serve this project.
    b) The Consultant shall prepare preliminary utility demands for the facility and discuss the likely connection points and infrastructure upgrade requirements the City will demand. No physical inspections or testing will be performed on any utilities for the site.
    c) The Consultant and Consultant's Team shall meet with the County's Energy Manager and General Services to establish the Net Zero Energy (NZE) requirements for the project.
4. Programming – The Consultant and Consultant's Team shall organize and conduct programming meetings with County Sheriff, General Services, County Counsel, CEO's

Office, County Energy Manager and County Facilities / Maintenance.

a) Develop operational requirements for housing types, support services, administrative support, recreation, visiting, food services (existing capacity), laundry (existing capacity), site access, NZE options, and stipulated judgment requirements.

b) Consultant shall perform a preliminary permit/code/regulatory agency review.

c) The Consultant shall develop a detailed project schedule with milestones, including all project phases.

d) The Consultant shall develop conceptual design options for the County to review and consider/select for the final bridging design. The consultant will prepare a minimum of three (3) conceptual designs.

e) 30 Bed Step Down Facility – The Consultant and Consultant's Team shall organize and conduct programming meetings with the County Sheriff, General Services, County Counsel, CEO's Office, County Energy Manager, Behavioral Wellness, and County Facilities / Maintenance.

1) The conceptual design will be limited to a planning diagram to confirm the facility's square footage, functional layout, and approximate site location and access requirements. The intended level of detail shall be adequate for conceptual square-foot estimates of construction costs.

2) Additional meetings: (X) show the quantity of meetings

(a) County Behavioral Wellness/Other Departments (4)

(b) Combined meeting with Behavioral Wellness, County Counsel, CEO Office, and General Services (2)

(c) General Services, County Facilities/Maintenance Staff (1)

f) The Consultant shall provide an estimate of the probable cost of the project based on square-foot estimates of construction costs.

g) The Consultant shall participate with the County in estimate reconciliation and possible value engineering activities to maintain the project budget. This includes three (3) separate meetings of up to three (3) hours each. This will happen before proceeding to the Bridging Design phase.

h) The Consultant and Consultant's Team shall review, incorporate and/or respond to all County comments to the Programming Documents and Project Schedule deliverables.

5. Deliverables – The consultant shall provide the County with an electronic copy of the 95% draft for review. The Consultant shall incorporate the County's comments and one (1) electronic copy of the final documents as follows:

a) Boundary and Topographic survey

b) Programming Summary Document – including conceptual planning diagrams

c) Project Schedule

d) Estimate of Probable Cost

6. Meetings: (X) show the quantity of meetings

a) Interface meeting with the State to discuss the expansion of the existing ground lease (1)

b) County Sheriff and General Services team (5)

c) Combined meeting with the Sheriff, County Counsel, CEOs Office, and General Services (3)

d) General Services, County Energy Manager (1)

e) General Services, County Facilities/Maintenance Staff (2)

f) Meeting with the BSCC and CDCR to review Ground Lease constraints (2)

B. Bridging Design Phase

1. Bridging Design Documents—The Consultant shall prepare and provide Bridging Design documents for a single housing pod. The bridging documents will include a combination of design narratives, concept drawings, and performance and prescriptive technical specifications that include measurable criteria that define facility systems' performance and establish the levels of quality allowed by the Project budget.

   a) The Consultant shall develop conceptual plans for the selected single housing pod design.

   b) The consultant shall confirm the preliminary permit/code/regulatory agency review of the selected bridging design concept.

   c) The consultant shall review the 2008 EIR complied with for the NBJP and the California Environmental Quality (CEQA) status and any mitigation criteria.

   d) Consultant shall meet with utility company(s) to validate due diligence assumptions.

   e) The consultant shall work with the General Service, Facilities/Building Maintenance, and Department of Public Works (DPW) Stormwater Division to confirm the incorporation of county standards and determine sustainable maintenance and energy design goals.

   f) The Consultant shall update a detailed project schedule with milestones, including all phases.

   g) The Consultant shall provide an updated estimate of the project's probable cost based on square-foot estimates of construction costs.

   h) The Consultant shall participate with the County in estimate reconciliation and possible value engineering activities to maintain the project budget. This includes three (3) separate meetings of up to three (3) hours each.

   i) The Consultant and Consultant Team shall review, incorporate, and/or respond to all County comments to the Bridging Documents and Project Schedule deliverables.

2. Meetings: (X) show the quantity of meetings

   a) Conceptual Design Reviews (3)

   b) Attend Board of Supervisors Hearing and support staff in presentation of Concept options (2)

   c) County Fire – permit related (1)

   d) General Services, County Energy Manager (1)

e) General Services, County Facilities/Maintenance (1)

f) County Environmental (1)

g) DPW Stormwater (1)

h) Utility Companies (as required)

i) State Agencies (BSCC, CDCR, OSFM) (2)

3. Deliverables – Consultant shall provide an electronic copy of 95% draft to the County for review. The Consultant shall incorporate County's comments and one (1) electronic copy of the final documents, as follows:

a) Concept design options (minimum 3)

1) Includes: Site Plan, Floor Plan, Sketch and/or Elevation, Corresponding Estimate

b) 95% Bridging Design (based on selected Concept design)

1) Conceptual Plans

2) Design Intent Narratives

3) Bridging Specifications

c) Prepare a presentation and assist County in presenting of the project to BSCC

d) Project Schedule

e) Estimate of Probable Cost

f) 100% Bridging Design Deliverable

1) Incorporate all final County comments into final set.

C. <u>DBE Selection and Project Delivery Phase</u>

1. Design Builder Selection Services—The consultant shall assist the County in selecting the Design-Build partner to deliver the project.

a) Attend the pre-proposal meeting (1 meeting)

b) Review and respond to pre-proposal requests for information (RFI's), substitution requests, submittals, etc.

c) Participate in confidential design meetings with the shortlisted design-builders (6 total meetings)

d) Participate in and evaluation of the design-builder proposals and interviews (DBE Interviews (3), Recommendation/Selection meeting (1), Risk/Coordination meeting (1))

2. Risk/Coordination Meeting – After selection the Consultant shall prepare for one (1) risk/coordination meeting with the selected Design Builder. This meeting will review all the project requirements and clarify any discrepancies with the Bridging Documents.

3. DBE Design Review – Consultant shall review and comment on the DBE's design at the 100% DD, 50% CD, and 95% CD phases. Reviews shall include all disciplines.

a) The design review is intended to review the design-builder's design documents

for continuity with the design-builder's proposal, the project's design criteria, and the County's goals and objectives. The 50% CD and 95% CD phase reviews will serve as a back-check of the design-builder's responses to comments from the 50% CD review.

4. Construction Services Phase – The Consultant and Consultant's Team service shall complete the following tasks on an on-call basis. Tasks shall be billed on an hourly basis against the established construction phase services contingency:

   a) Review and respond to individual RFIs, submittals, and /or contractor change orders regarding conformance with the project program and bridging documents. The consultant and Consultant Team are not intended to review all such project documentation but are limited to reviewing specific items upon request by the County.

   b) Attend specific weekly Owner-Architect-Contractor (OAC) meetings, special coordination meetings, and pre-installation meetings at the county's request (assume ten (10) meetings).

   c) The Consultant shall perform project site visits (one per six months of construction) during construction and prepare site visit reports.

D. Exclusions

1. Design Development Documents
2. Construction Documents
3. Utility coordination will be limited to researching existing facilities.
4. Extensive site work and site investigation to determine hidden conditions not documented in original drawings, as-built drawings, or previous modernization projects.
5. CEQA documentation/processing
6. Traffic Studies
7. Design of booster pumps or lift stations.
8. Phasing, traffic control or construction logistics or sequencing plans.
9. Assessment and evaluation of the existing jail and other site structures.
10. Payment of any fees including permit fees, application fees, inspection fees, etc.
11. Potholding existing utilities.
12. Plumbing fixture selection and cut sheets.
13. Energy code compliance documentation
14. Commissioning of building systems, services related to the development of commissioning plans, and services related to support third party commissioning of the building.
15. Preparation or coordination of the documentation necessary for LEED certification.
16. Perimeter Fence Detection / Protection System.
17. Personal Alarm Locating system (wireless).
18. Two Way Radio Communications.
19. Nurse Call System.
20. Design of any upgrades or replacements of the existing security system.

## III. COMPENSATION

For the above services for the North Branch Jail Project, the Consultant shall be paid a fixed fee of **Two Million Dollars and no cents ($2,000,000.00)**. For construction phase services under paragraph C.4 above,

the consultant shall be paid on an hourly basis up to a not-exceed-amount of Thirty Thousand Dollars and no cents ($30,000.00)

Compensation Breakdown by Phase of Work:

| Bridging Design Services - Phases | | Compensation | |
|---|---|---|---|
| | | | |
| **Programming / Site Investigation** | | **$750,000.00** | Fixed Fee |
| **Bridging Design Phase** | | **$755,000.00** | Fixed Fee |
| **DBE Selection / Project Delivery** | | **$495,000.00** | Fixed Fee |
| | | | |
| | | | |
| **Total Compensation** | | **$2,000,000.00** | Fixed Fee |
| *Contingency for Construction Phase Services* | | ***$30,000.00*** | Hourly NTE |

Expenses:
Expenses related to the project such as reproduction, plotting, postage and mileage are included in the above fees. Any reimbursable expenses required for additional services will be billed at actual cost plus an administrative charge of 10%. Mileage is at the Internal Revenue Service standard mileage rate. The current rate is 67 cents per mile.

Payment:
Invoices for services rendered will be submitted monthly and will be based on the percentage of work completed. Payments are due and payable 60 days from the date of the consultants' invoice.

Additional Services:
Should the scope of services be modified from what has been outlined above, the resulting work shall be provided only when authorized in writing by the County and Consultant. Such services shall be billed as additional services on a time and materials basis at the hourly rates shown on the Billing Rate Schedule, or a negotiated stipulated sum.

## IV. BILLING RATE SCHEDULE

**Nacht & Lewis**

| POSITION | HOURLY RATE |
|---|---|
| Principal | 365.00 |
| Practice Leader | 305.00 |
| Senior Project Manager | 270.00 |
| Project Manager | 235.00 |
| Senior Project Architect | 250.00 |
| Senior Project Coordinator | 215.00 |
| Project Architect | 220.00 |
| Project Coordinator | 185.00 |
| Designer | 185.00 |
| Interior Designer | 185.00 |
| Senior Design Technician II | 170.00 |
| Senior Design Technician | 155.00 |
| Design Technology Coordinator | 155.00 |
| Design Technician | 140.00 |
| Office Manager | 150.00 |
| Graphic Designer | 135.00 |
| Marketing Coordinator | 125.00 |
| Project Administrator | 120.00 |
| Administration | 95.00 |

**AVS Engineers**

| | |
|---|---|
| Principal | $213.00 |
| Systems Engineer | $189.00 |
| Senior Designer | $152.00 |

**Capital Engineering Consultants, Inc.**

| | |
|---|---|
| Sr. Principal | $260.00 |
| Principal | $236.00 |
| Director | $228.00 |
| Sr. Project Manager | $217.00 |
| Project Manager | $208.00 |
| Field Services | $204.00 |
| Senior Engineer | $185.00 |
| Engineer | $168.00 |
| Senior Designer | $159.00 |
| Designer | $146.00 |
| Technician / CADD Intern | $134.00 |
| Intern | $126.00 |
| Project Administrator | $113.50 |
| Sr. Admin. | $79.50 |
| Clerical / Admin. | $63.50 |

**CYS Structural Engineering**

| | |
|---|---|
| Principal | $195.00 |
| Senior Structural Engineer | $170.00 |
| Project Manager | $145.00 |
| Structural Engineer | $135.00 |
| Professional Engineer, P.E. | $115.00 |
| Engineer, EIT | $95.00 |
| Sr. Drafter | $95.00 |
| Drafter | $85.00 |
| Administrative | $65.00 |

**Collings & Associates**

| | |
|---|---|
| Principal Engineer | $215.00 |
| Senior Engineer | $185.00 |
| Staff Engineer | $155.00 |
| CAD / Drafting Services | $120.00 |
| Administration / Clerical | $85.00 |

**Willdan Engineering**

| | |
|---|---|
| Director of Engineering | $237.00 |
| Deputy Director of Engineering | $231.00 |
| Associate Engineer II | $186.00 |
| Principal Project Manager | $210.00 |
| Supervising Surveyor | $197.00 |
| Assistant Engineer III | $161.00 |
| Assistant Engineer II | $153.00 |
| Senior Landscape Architect | $184.00 |
| Senior Survey Analyst | $187.00 |

**JMPE Electrical Engineering Lighting Design**

| | |
|---|---|
| Engineering | $200.00 |
| Drafting | $100.00 |

**Shen Milson & Wilke**

| | |
|---|---|
| Partner | $300.00 |
| Senior Principal | $275.00 |
| Principal | $250.00 |
| Senior Associate | $210.00 |
| Associate | $180.00 |
| Consultant | $125.00 |
| Senior BIM Designer | $180.00 |
| BIM Designer | $115.00 |
| Admin. | $90.00 |

**Sierra West Group**

| | |
|---|---|
| Principal Program Manager/Investigator | $150.00 |
| Principal / Chief Estimator | $125.00 / $150.00 |
| Cost Manager / Quantity Surveyor | $110.00 |
| Mechanical / Electrical Estimator | $110.00 |
| Civil Engineer / Estimator | $110.00 |
| Administrative | $78.00 |

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one COUNTY one FUTURE

GENERAL SERVICES DEPARTMENT

**Kirk Lagerquist, Director**
Lynne Dible, Assistant Director, Finance, Administration & Procurement Services
John L. Green, Assistant Director, Capital, Facilities-Maintenance & Energy
Ted Teyber, Assistant Director, Fleet & Real Property

**Notice to Proceed One (NTP-1)**

**Date Issued:** September 12, 2025

**To:** Lorenzo Lopez, Principal
Nacht & Lewis
600 Q St. Suite 100
Sacramento, CA 95811
916.329.4009 (D)
916.802.1115 (mobile)

**Project #:** 23014
**Project Title:** County of Santa Barbara – North County CRT BHCIP Round 2 Project
**Project Manager:** Ashton Ellis

This letter, Notice to Proceed One (NTP 1), establishes September 12, 2025 as the official date for the commencement of the work in accordance with the executed Professional Services Agreement associated with County Project No. 23040, NBJ Bridging Documents Project. You are hereby authorized to proceed on the County of Santa Barbara – North County CRT BHCIP Round 2 project with the activities outlined in the proposal dated, September 11, 2025, and attached for reference. The total cost of the design services for the project is $24,000.00. You have Twenty-One (21) calendar days to complete the scope of work as defined for this project. Your contract completion date shall be on or before October 3, 2025. We look forward to a successful project.

If you should have any questions concerning the above project, please contact Ashton Ellis at: AEllis@countyofsb.org P: 916-718-6922.

Sincerely,

DocuSigned by:
Ashton Ellis
35C3DD5D9E7346B...

Ashton Ellis, Project Manager

ACCEPTANCE OF NOTICE:

Signed by:
Lorenzo Lopez
EBF19E00FBF64CD...

Lorenzo Lopez, Principal, Nacht & Lewis

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September 11th, 2025

Ashton Ellis
Project Manager
Casa Nueva – 260 N. San Antonio Road, 2nd Floor

**Re: County of Santa Barbara – North County CRT BHCIP Round 2**

Dear Ashton,

We are excited to submit our proposal for architectural services concerning the CRT BHCIP Round 2 grant application support services.

**Scope of Work**
The proposed scope is as follows:

1. Update utility infrastructure narrative based on current conditions.
2. Remove references to PV array, BESS, and microgrid controllers.
3. Update site access and fencing based on current conditions.
4. Update cost estimate.
5. Create 3D renderings of the proposed project.
6. Update the project report which includes narratives, concept, and estimate.

We will provide the updated report in PDF form and will format as needed for the grant application.

For the construction documents phase through construction administration, Nacht & Lewis shall be paid a fixed fee of **Twenty-Four Thousand Dollars ($24,000.00)**.

Invoices will be issued monthly based on work completed, and payment is due within 60 days of the Nacht & Lewis invoice date.

**Assumptions and Exclusions.**

1. The existing program remains unchanged. We will not be performing additional programming interviews.
2. The existing concept will remain as is with only slight modifications based on the scope listed above.

If you find our proposal acceptable, we kindly request authorization for services. We are grateful for the opportunity to continue serving you and Santa Barbara County.

Sincerely,
NACHT & LEWIS

Lorenzo Lopez, AIA
Principal

## Bond BHCIP Round 2 Form 9: Facility Financial Operating Pro Forma (Template)

***Instructions*** ***Please complete the table with professional estimates and projections for your facility's annual revenue (income) and annual expenses, in order to show annual net operating income.***

**APPLICANT ENTITY NAME: County of Santa Barbara, Department of Behavioral Wellness**

| | % annual growth | Any amounts placed in the green boxes will be multiplied each year by the annual growth percentage, which you can change. Type in the orange boxes to overwrite the amounts in those boxes, as needed. | | | | |
|---|---|---|---|---|---|---|
| **REVENUE** | 1.02 | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| Net Patient Service Revenue | | $4,473,873 | $4,608,090 | $4,746,332 | $4,888,722 | $5,035,384 |
| Total Operating Grants and Contracts | | $0 | $0 | $0 | $0 | $0 |
| Contributions/Fundraising Income | | $0 | $0 | $0 | $0 | $0 |
| Donated Goods and Services | | $0 | $0 | $0 | $0 | $0 |
| Net Assets Released from Restriction | | $0 | $0 | $0 | $0 | $0 |
| *Other Operating Revenue (BHSA/Realignment)* | | $1,446,849 | $1,490,254 | $1,534,962 | $1,581,011 | $1,628,441 |
| **Total Operating Revenue** | | **$5,920,722** | **$6,098,344** | **$6,281,294** | **$6,469,733** | **$6,663,825** |
| **EXPENSES** | 1.03 | **Year 1** | **Year 2** | **Year 3** | **Year 4** | **Year 5** |
| Salaries and Related Expenses | | $2,872,151 | $2,958,315 | $3,047,065 | $3,138,477 | $3,232,631 |
| Benefits | | $861,647 | $887,496 | $914,121 | $941,544 | $969,791 |
| Payroll Taxes | | $201,050 | $207,081 | $213,294 | $219,693 | $226,283 |
| Rent | | $500,000 | $515,000 | $530,450 | $546,364 | $562,754 |
| Debt Service/Mortgage Payments | | $0 | $0 | $0 | $0 | $0 |
| Professional Contracted/Consultant Fees | | $160,000 | $164,800 | $169,744 | $174,836 | $180,081 |
| Supplies | | $134,936 | $138,984 | $143,154 | $147,448 | $151,872 |
| Insurance | | $64,294 | $66,223 | $68,210 | $70,256 | $72,363 |
| Travel and Training | | $24,326 | $25,056 | $25,807 | $26,582 | $27,379 |
| Licensing and Permits | | $0 | $0 | $0 | $0 | $0 |
| General Administration | | $0 | $0 | $0 | $0 | $0 |
| Facility Operation and Maintenance | | $22,546 | $23,222 | $23,919 | $24,637 | $25,376 |
| Printing/Postage | | $0 | $0 | $0 | $0 | $0 |
| Property Taxes/Local Fees | | $0 | $0 | $0 | $0 | $0 |
| Technology (Computers and Other Equipment) | | $37,646 | $38,775 | $39,939 | $41,137 | $42,371 |
| Telephone/Internet | | $10,000 | $10,300 | $10,609 | $10,927 | $11,255 |
| Utilities | | $28,000 | $28,840 | $29,705 | $30,596 | $31,514 |
| Other (Specify) Medical Records | | $1,122 | $1,156 | $1,190 | $1,226 | $1,263 |
| Other (Specify) Indirect Costs @ 20.4% | | $802,709 | $826,790 | $851,594 | $877,142 | $903,456 |
| **TOTAL OPERATING EXPENSES** | | **$5,720,427** | **$5,892,038** | **$6,068,801** | **$6,250,865** | **$6,438,389** |
| **Net Operating Income** | | $200,295 | $206,306 | $212,493 | $218,868 | $225,436 |

7 See Attachment C or go to Dept. of Developmental Services Reimbursement Rates.
8 This includes the SSI/SSP pass through effective January 1, 2017.
Printing and Postage Licensing and Permits Property Taxes

Advertising
Total Operating Expenses Rent or Loan Payments Total Expenses

Total Net Income (Loss)

500
$1,711
$6,000

500
$113,294
$30,396
$415,724

(-399,668)

Presumes property purchased for $600,000 with
$100,000 down payment

$500,000 loan for 30 years at 4.5%

(Revenue $160,056 minus Cost $415,724 = Loss

# PREFACE TO OPINION OF PROBABLE COST

The Opinion of Probable Cost hereunder has been compiled from drawings and specifications believed to be an accurate portrayal of the project as drawn and indicated by the architect and/or engineers on drawings. If said drawings and specifications are incomplete, the project cost engineer has included those items which would usually appear in final drawings and specifications for a complete project in a manner ordinarily prudent under the circumstances. Specialty items unknown to the cost engineer will not normally be included unless communicated through the architect and/or engineers.

The user is cautioned that changes in the scope of the project or the drawings and specifications after the Opinion of Probable Cost has been submitted can cause cost changes and the cost engineer should be notified for appropriate addenda to be issued to the Opinion of Probable Cost.

Escalation has been added to the Opinion of Probable Cost to the anticipated start of construction on the whole project. The escalation is based on a starting date believed to be accurate; however, unwarranted delays should be cause for added escalation at the current rate.

The Opinion of Probable Cost has also been adjusted for geographical location based on local material and labor rates as well as local construction practice in a prevailing wage environment.

In the Current Buyer's market for construction, our experience shows the following results on competitive bids, as a differential from final Opinion of Probable Cost.

| | |
|---|---|
| 1 Bid, (Sole Sourced or Negotiated) | + 15% to +38% |
| 2 - 3 Bids | + 8% to +12% |
| 4 - 5 Bids | + 4% to - 4% |
| 6 - 7 Bids | - 5% to - 7% |
| 8 or more bids | - 8% to - 20% |

***Accordingly, it is extremely important that the owner maintain continuous contact with the bidders during the bid period to assure a minimum of 4 - 5 Bids***

**Opinion of Probable Cost**

An Opinion of Probable Cost shall be construed as an indefinite evaluation of cost based on similar structures, produced from plans and/or criteria during early stages of design commonly indicated as schematic or concept level. The cost engineer will add items which are not on the plans and use judgment but cannot know in total what the architect/engineer will later include.

In providing Opinion of Probable Costs, the Client understands that the consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's Opinion of Probable Costs are made on the basis of the Consultant's professional judgment and experience and historical costs and data as the basis of pricing. The Consultant does not provide warranty or expressedly imply the bids or the negotiated cost of the work will not vary from the Consultant's Opinion of Probable Cost.

The Opinion of Probable Cost is comprised of a survey of the quantities measured from the plans and specifications beyond the schematic stage commonly known as design development or working drawings. The estimator will add those items which may not appear on the plans but which he deems may later be included by the Architect & Engineers.
The total cost is based on the work being performed by a single prime contractor in a continuous phase with construction.

The Opinion of Probable Cost will make the assumption that the following will be covered separately or not required for this project, unless specifically noted.

1. Hazardous abatement
2. Offsite work
3. Utility company fees, unless otherwise noted.
4. Any unforeseen subterranean conditions or objects

**CONTINGENCY**

The Owner and the Consultant agree that certain costs and changes may be required, and therefore, the final construction cost of the Project may exceed the Opinion of Probable Cost.

**BID**

An offer to enter into a contract at a fixed price good for a limited length of time.

**SOFT COSTS - Not included in Current Cost Estimate**

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

Sierra West Group
CONSTRUCTION CONSULTANTS

## COMPLETE SUMMARY

GROSS SF: 15,460
**ARCHITECT:** **Nacht & Lewis** DATE: 7-Oct-25

| | CURRENT ESTIMATE | GFA | | | TOTAL COST | BLDG $/GSF | TOTAL BLDG $/GSF |
|---|---|---|---|---|---|---|---|
| | | | | | | GROSS SF: | 15,460 |
| | SITE WORK | | | | $3,398,812 | | |
| | OFF SITE WORK | | | | NOT ANTICIPATED | | |
| | CRISIS RESIDENTIAL FACILITY | 15,460 | SF | | $10,000,600 | $866.71 | |
| **SUBTOTAL CONSTRUCTION** | | **15,460** | SF | | **$13,399,412** | **$866.71** | |
| 19.0 | GENERAL CONDITIONS | | | 8.0% | $1,071,953 | $69.34 | |
| 20.0 | CONTINGENCY | | | 15.0% | $2,170,705 | $140.41 | |
| 21.0 | DBE DELIVERY MARK UP STRUCTURE | | | | NOT ANTICIPATED | | |
| 22.0 | OVERHEAD & PROFIT | | | 5.0% | $832,103 | $53.82 | |
| 23.0 | BONDS AND INSURANCE | | | 2.0% | $349,483 | $22.61 | |
| **DBB DELIVERY** | EXCLUDES - BLDR'S RISK INS., CCIP/ SUB DEFAULT INSURANCE | | | | | | |
| **SUBTOTAL MARK UPS** | | | | | **$4,424,244** | **$286.17** | |
| **SUBTOTAL CONSTRUCTION - TODAY'S DOLLARS** | | | | | **$17,823,656** | **$1,152.89** | $1,152.89 |
| | | Months | | Monthly Inflation | | | |
| | Escalation to January 2027 from Estimate Preparation Date (8% Annual) | 14 | | 0.67% | $1,663,541 | $107.60 | $107.60 |
| **TOTAL COST OF CONSTRUCTION ON BID DAY** | | **15,460** | | | **$19,487,197** | **$1,260.49** | |

| **ALTERNATE** | **TOTAL W. MARK UP'S** |
|---|---|
| EMERGENCY GENERATOR - 500KVA | **$899,359** |

| | | | |
|---|---|---|---|
| **TOTAL COST OF CONSTRUCTION ON BID DAY** | **$20,386,556** | **$1,318.66** | |

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
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## COMPONENT COST SUMMARY

GROSS SF: 15,460
**ARCHITECT:** **Nacht & Lewis** DATE: 7-Oct-25

| SYSTEM | CRISIS RESIDENTIAL FACILTY | | COST W/O MARK UP | $/GSF |
|---|---|---|---|---|
| | SITE WORK | | $3,398,812 | $219.85 |
| **TOTAL SITE WORK** | | | **$3,398,812** | **$219.85** |
| 1.0 | FOUNDATION | | $243,350 | $15.74 |
| 2.0 | VERTICAL STRUCTURE | | $145,490 | $9.41 |
| 3.0 | FLOOR & ROOF STRUCTURE | | $407,250 | $26.34 |
| 4.0 | EXTERIOR CLADDING | | $2,147,660 | $138.92 |
| 5.0 | ROOFING | | $258,360 | $16.71 |
| **SHELL** | | | **$3,202,110** | **$207.12** |
| 6.0 | INTERIOR PARTITION | | $1,512,437 | $97.83 |
| 7.0 | INTERIOR FINISHES | | $482,802 | $31.23 |
| **INTERIORS** | | | **$1,995,239** | **$129.06** |
| 8.0 | MISC. EQUIPMENT | | $569,715 | $36.85 |
| **FUNC. EQUIPMENT** | | | **$569,715** | **$36.85** |
| 10.0 | PLUMBING | | $720,000 | $46.57 |
| 11.0 | HVAC | | $1,233,186 | $79.77 |
| 12.0 | ELECTRICAL | | $2,048,450 | $132.50 |
| **MECHANICAL / ELECTRICAL** | | | **$4,233,536** | **$273.84** |
| **TOTAL BUILDING** | | | **$10,000,600** | **$646.87** |
| **SUBTOTAL SITE WORK AND BUILDING CONSTRUCTION** | | | **$13,399,412** | **$866.71** |
| 19.0 | GENERAL CONDITIONS | 8.0% | $1,071,953 | $69.34 |
| 20.0 | CONTINGENCY | 15.0% | $2,170,705 | $140.41 |
| 22.0 | OVERHEAD & PROFIT | 5.0% | $832,103 | $53.82 |
| 23.0 | BONDS AND INSURANCE | 2.0% | $349,483 | $22.61 |
| **SUBTOTAL MARK UPS** | | | **$4,424,244** | **$286.17** |
| **SUBTOTAL CONSTRUCTION - TODAY'S DOLLARS** | | | **$17,823,656** | **$1,152.89** |
| **TOTAL CONSTRUCTION IN TODAY'S DOLLAR** | | | **$17,823,656** | **$1,152.89** |

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
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Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
BY: J. Moreno

**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | MOBILIZATION | 1 | LOT | $25,000.00 | $25,000 | $1.62 |
| | | CLEAR & GRUB | 80,000 | SF | $1.00 | $80,000 | $5.17 |
| | | MISCELLANEOUS DEMOLITION | 1 | LS | $10,000.00 | $10,000 | $0.65 |
| **205.0** | **1.0** | **SUBTOTAL-SITE DEMOLITION** | **15,460** | **SF** | | **$115,000** | **$7.44** |
| | | SITE SURVEY | 80,000 | SF | $0.60 | $48,000 | $3.10 |
| | | WINTERIZATION | 80,000 | SF | $0.25 | $20,000 | $1.29 |
| | | OVER EXCAVATION TO BLDG PADS- 3' D | 2,400 | CYDS | $25.00 | $60,000 | $3.88 |
| | | ENGINEERED FILL TO BLDG PADS- 3' D | 2,400 | CYDS | $40.00 | $96,000 | $6.21 |
| | | OFF HAUL OVER EXCAVATIONS | 221 | CYDS | $30.00 | $6,630 | $0.43 |
| | | SCARIFY, WATER AND COMPACT SUBGRADE | 53,652 | SF | $1.00 | $53,652 | $3.47 |
| | | FINE GRADING TO SITE | 55,922 | SF | $1.50 | $83,883 | $5.43 |
| **220.0** | **14.0** | **SUBTOTAL-EXCAVATION, FILL AND GRADING** | **15,460** | **SF** | | **$368,165** | **$23.81** |
| | | **STORM DRAIN - SURFACE DRAIN** | 55,922 | SF | $1.50 | $83,883 | $5.43 |
| | | **EROSION CONTROL** | 1 | LOT | $27,961.00 | $27,961 | $1.81 |
| | | **SANITARY SEWER** | 780 | LF | $150.00 | $117,000 | $7.57 |
| | | ADD - 1200GAL GREASE INTERCEPTOR | 1 | EA | $15,000.00 | $15,000 | $0.97 |
| | | **DOMESTIC/ FIRE WATER** | 240 | LF | $250.00 | $60,000 | $3.88 |
| | | ADD - BOOSTER PUMP AT CENTRAL PLANT | 1 | LOT | $175,000.00 | $175,000 | $11.32 |
| | | ADD - WATER SOFTNER | 1 | LOT | $45,000.00 | $45,000 | $2.91 |
| | | **LOCAL CENTRAL PLANT AND HYDRONIC PIPING** | | | | | |
| | | UTILITY ENCLOSURE | 300 | SF | $250.00 | $75,000 | $4.85 |
| | | CENTRAL PLANT EQUIPMENT - HEATING AND COOLING | 50 | TONS | $3,000.00 | $150,000 | $9.70 |
| | | ROUGH IN PIPING, PUMPS AND ELECTRICAL | 50 | TONS | $2,500.00 | $125,000 | $8.09 |
| | | **SITE LIGHTING** | 53,652 | SF | $3.00 | $160,956 | $10.41 |
| | | **SITE POWER** | | | | | |
| | | ROAD CROSSING COORDINATION | 1 | LOT | $30,000.00 | $30,000 | $1.94 |
| | | TRENCH AND BACKFILL | 500 | LF | $100.00 | $50,000 | $3.23 |
| | | PRIMARY RACEWAYS ONLY | 500 | LF | $150.00 | $75,000 | $4.85 |
| | | PULL BOXES | 2 | EA | $4,500.00 | $9,000 | $0.58 |
| | | SECONDARY FEEDER- 800A | 200 | LF | $350.00 | $70,000 | $4.53 |
| | | **EMERGENCY POWER - SINGLE 500KVA** | 15,460 | SF | $40.00 | PORTABLE | |
| | | **TELECOMMUNICATION/ DATA** | 500 | LF | $95.00 | $47,500 | $3.07 |
| **277.0** | **15.0** | **SUBTOTAL- SITE UTILITIES** | **15,460** | **SF** | | **$1,374,800** | **$88.93** |

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
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CONSTRUCTION CONSULTANTS

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
BY: J. Moreno

**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | CONCRETE PAVING- WALKS | 18,252 | SF | $15.00 | $273,780 | $17.71 |
| | | CONCRETE PAVING- VEHICLE SECTION | 540 | SF | $25.00 | $13,500 | $0.87 |
| | | TIE INTO (E) AC PAVING | 96 | LF | $35.00 | $3,360 | $0.22 |
| | | AC PAVING | 34,500 | SF | $12.00 | $414,000 | $26.78 |
| | | CURB RAMPS | 360 | SF | $45.00 | $16,200 | $1.05 |
| | | DETECTABLE WARNING PAVERS | 120 | SF | $65.00 | $7,800 | $0.50 |
| | | CONCRETE CURBS | 2,490 | LF | $36.50 | $90,885 | $5.88 |
| | | ADD - ENTRY ENHANCEMENT | 1,000 | SF | $10.00 | $10,000 | $0.65 |
| | | ADD - COURTYARD ENHANCEMENT | 3,500 | SF | $20.00 | $70,000 | $4.53 |
| | | STRIPING- 4" | 470 | LF | $5.00 | $2,350 | $0.15 |
| | | STRIPING- BULK | 1,150 | SF | $6.00 | $6,900 | $0.45 |
| | | ADA/ EVC PARKING SIGNAGE | 9 | EA | $650.00 | $5,850 | $0.38 |
| | | OUTDOOR VISITATION FENCING/ GATES | 300 | LF | $650.00 | $195,000 | $12.61 |
| | | PERIMETER FENCING/ GATES | 860 | LF | $250.00 | $215,000 | $13.91 |
| | | STORAGE SHEDS | 350 | SF | $50.00 | $17,500 | $1.13 |
| | | BASIC MONUMENT | 1 | LOT | $25,000.00 | $25,000 | $1.62 |
| | | TRASH ENCLOSURE | 1 | LOT | $75,000.00 | $75,000 | $4.85 |
| | | LANDSCAPING & IRRIGATION | 2,270 | SF | $15.00 | $34,050 | $2.20 |
| | | MULCH/ MINIMAL PLANTING/ NO IRRIGATION | 8,084 | SF | $8.00 | $64,672 | $4.18 |
| **299.0** | **16.0** | **SUBTOTAL-GENERAL SITE WORK** | **15,460** | **SF** | | **$1,540,847** | **$99.67** |
| | | EXCAVATION/ OFF HAUL TO FOUNDATIONS | 221 | CYDS | $150.00 | $33,150 | $2.14 |
| | | FOOTINGS- CONTINUOUS/ GRADE BEAMS | 216 | CYDS | $950.00 | $205,200 | $13.27 |
| | | FOOTINGS- ISOLATED | 5 | CYDS | $1,000.00 | $5,000 | $0.32 |
| **310.0** | **1.0** | **SUBTOTAL-CONCRETE FOUNDATIONS** | **15,460** | **BLDGSF** | | **$243,350** | **$15.74** |
| | | SLAB ON GRADE- 5" | 15,460 | SF | $22.50 | $347,850 | $22.50 |
| | | CURBING | 920 | LF | $45.00 | $41,400 | $2.68 |
| | | HOLDOWNS | 40 | EA | $450.00 | $18,000 | $1.16 |
| **310.0** | **3.0** | **SUBTOTAL-SLAB ON GRADE** | **15,460** | **FLSF** | | **$407,250** | **$26.34** |
| | | EXTERIOR WALL ASSEMBLIES | 9,429 | SF | $90.00 | $848,610 | $54.89 |
| **410.0** | **4.0** | **SUBTOTAL-EXTERIOR WALLS** | **9,429** | **SF** | | **$848,610** | **$54.89** |
| | | INTERIOR WALLS | 18,440 | SF | $40.00 | $737,600 | $47.71 |
| | | GYPSUM BOARD TO WALLS- IMPACT RESISTANT | 13,968 | SF | | INCLUDED ABOVE | |
| **410.0** | **6.0** | **SUBTOTAL-INTERIOR WALLS** | **18,440** | **SF** | | **$737,600** | **$47.71** |
| | | STRUCTURAL STEEL | 1 | LOT | $100,490.00 | $100,490 | $6.50 |
| **510.0** | **2.0** | **SUBTOTAL-STRUCTURAL STEEL** | **10.0** | **TONS** | | **$100,490** | **$6.50** |

**County of Santa Barbara**
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**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | MISCLELLANEOUS METALS | 1 | LOT | $45,000.00 | $45,000 | $2.91 |
| **550.0** | **2.0** | **SUBTOTAL-MISC. METALS** | **15,460** | **BLDGSF** | | **$45,000** | **$2.91** |
| | | ROOF FRAMING/ SHEARWALLS/ BEAMS/ POSTS | 17,780 | SF | $55.00 | $977,900 | $63.25 |
| **610.0** | **4.0** | **SUBTOTAL-ROUGH CARPENTRY** | **15,460** | **BLDGSF** | | **$977,900** | **$63.25** |
| | | BATT INSULATION- R-38 TO ROOF/ CLG | 15,460 | SF | $3.50 | $54,110 | $3.50 |
| **720.0** | **6.0** | **SUBTOTAL-INSULATION** | **15,460** | **SF** | | **$54,110** | **$3.50** |
| | | COMPOSITION SHINGLE ROOFING | 17,780 | SF | $8.00 | $142,240 | $9.20 |
| | | VAPOR BARRIER | 17,780 | SF | $1.50 | $26,670 | $1.73 |
| **740.0** | **5.0** | **SUBTOTAL- ROOFING** | **17,780** | **RFSF** | | **$168,910** | **$10.93** |
| | | ROOF ACCESSORIES AND FLASHINGS | 17,780 | SF | $1.00 | $17,780 | $1.15 |
| | | FASCIA FLASHING | 910 | LF | $8.00 | $7,280 | $0.47 |
| | | GUTTERS & DOWNSPOUTS | 1,030 | LF | $40.00 | $41,200 | $2.66 |
| **760.0** | **5.0** | **SUBTOTAL-SHEET METAL FLASHING** | **17,780** | **RFSF** | | **$66,260** | **$4.29** |
| | | CAULKING AND SEALANTS | 15,460 | SF | $1.50 | $23,190 | $1.50 |
| **790.0** | **5.0** | **SUBTOTAL-CAULK & SEALANTS** | **15,460** | **BLDGSF** | | **$23,190** | **$1.50** |
| | | DOORS, FRAMES & HARDWARE | 15 | EA | $8,500.00 | $127,500 | $8.25 |
| **810.0** | **4.0** | **SUBTOTAL-DOORS/FRAMES/HDWR - EXT.** | **15** | **DRS** | | **$127,500** | **$8.25** |
| | | DOORS, FRAMES & HARDWARE | 72 | EA | $3,500.00 | $252,000 | $16.30 |
| **810.0** | **6.0** | **SUBTOTAL-DOORS/FRAMES/HDWR - INT.** | **72** | **DRS** | | **$252,000** | **$16.30** |
| | | EXTERIOR GLAZING | 646 | SF | $300.00 | $193,650 | $12.53 |
| **830.0** | **4.0** | **SUBTOTAL-EXTERIOR GLAZING** | **646** | **SF** | | **$193,650** | **$12.53** |
| | | INTERIOR GLAZING- BALLISTIC RESIST. L3- TRANSACTION | 48 | SF | $750.00 | $36,000 | $2.33 |
| | | INTERIOR GLAZING- TRANSACTION AT MEDS | 24 | SF | $550.00 | $13,200 | $0.85 |
| | | INTERIOR GLAZING- AT KITCHEN | 67 | SF | $150.00 | $10,050 | $0.65 |
| **840.0** | **7.0** | **SUBTOTAL-INTERIOR GLAZING** | **139** | **SF** | | **$59,250** | **$3.83** |

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**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
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**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | GYPSUM BOARD CEILINGS | 15,045 | SF | $6.00 | $90,270 | $5.84 |
| | | GYPSUM BOARD CEILINGS & FRAMING- IMPACT RESISTAN | 4,976 | SF | $30.00 | $149,280 | $9.66 |
| **910.0** | **6.0** | **SUBTOTAL-DRYWALL,ACOUSTIC - CEILING** | **20,021** | **SF** | | **$239,550** | **$15.49** |
| | | CERAMIC TILE- FLOORS | 304 | SF | $30.00 | $9,120 | $0.59 |
| | | CERAMIC TILE- BASE | 140 | LF | $24.00 | $3,360 | $0.22 |
| | | CERAMIC TILE- WALLS | 4,448 | SF | $28.00 | $124,544 | $8.06 |
| **930.0** | **7.0** | **SUBTOTAL-CERAMIC TILE** | **4,752** | **SF** | | **$137,024** | **$8.86** |
| | | GLUE-UP ACOUSTICAL TILES | 14,741 | SF | $8.00 | $117,928 | $7.63 |
| **950.0** | **7.0** | **SUBTOTAL-ACOUSTICAL TILE** | **14,741** | **SF** | | **$117,928** | **$7.63** |
| | | MIXED FLOORING AND BASE | 13,980 | SF | $10.00 | $139,800 | $9.04 |
| | | EPOXY FLOORING | 720 | SF | $40.00 | $28,800 | $1.86 |
| **965.0** | **7.0** | **SUBTOTAL-FLOORING** | **14,700** | **FLSF** | | **$168,600** | **$10.91** |
| | | PAINT TO GYPSUM BOARD | 58,194 | SF | $1.75 | $101,840 | $6.59 |
| | | EXTERIOR SEALANTS/ PAINT | 9,429 | SF | $3.00 | $28,287 | $1.83 |
| | | WALL PANELING - ALLOWANCE | 15,460 | SF | $5.00 | $77,300 | $5.00 |
| | | PAINT TO DOORS & FRAMES | 87 | EA | $250.00 | $21,750 | $1.41 |
| **990.0** | **6.0** | **SUBTOTAL-PAINT/ WALL COVERING** | **15,460** | **BLDGSF** | | **$229,177** | **$14.82** |
| | | GRAB BARS | 14 | PRS | $315.00 | $4,410 | $0.29 |
| | | TOILET PAPER DISPENSERS | 14 | EA | $200.00 | $2,800 | $0.18 |
| | | SEAT COVER DISPENSERS | 14 | EA | $200.00 | $2,800 | $0.18 |
| | | SANITARY NAPKIN DISPOSALS | 9 | EA | $100.00 | $900 | $0.06 |
| | | NAPKIN VENDORS | 2 | EA | $550.00 | $1,100 | $0.07 |
| | | SOAP DISPENSERS | 14 | EA | $125.00 | $1,750 | $0.11 |
| | | MIRRORS | 14 | EA | $250.00 | $3,500 | $0.23 |
| | | PAPER TOWEL DISPENSERS | 14 | EA | $250.00 | $3,500 | $0.23 |
| | | MOP RACKS | 2 | EA | $350.00 | $700 | $0.05 |
| | | ADA SHOWER SEATS | 4 | EA | $400.00 | $1,600 | $0.10 |
| **1010.0** | **8.0** | **SUBTOTAL-TOILET ACCESSORIES** | **15,460** | **BLDGSF** | | **$23,060** | **$1.49** |

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
BY: J. Moreno

**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | ASSISTIVE LISTENING SYSTEM | 2 | LOT | $3,500.00 | $7,000 | $0.45 |
| | | ALS - PORTABLE | 2 | LOT | $5,000.00 | $10,000 | $0.65 |
| | | DOOR SIGNAGE | 87 | EA | $200.00 | $17,400 | $1.13 |
| | | WINDOW COVERINGS | 632 | SF | $15.00 | $9,480 | $0.61 |
| | | MAGNOMETER ENTRY SECURITY PASS THRU | 2 | EA | $35,000.00 | $70,000 | $4.53 |
| | | FIRE EXTINGUISHERS/ CABINETS | 6 | EA | $500.00 | $3,000 | $0.19 |
| | | DORM FURNISHINGS | 32 | EA | | OFOI | |
| | | STAFF/ LOBBY LOCKERS - 1/2 SIZE | 16 | EA | $650.00 | $10,400 | $0.67 |
| | | KITCHEN EQUIPMENT | 2 | LOT | $95,000.00 | $190,000 | $12.29 |
| | | DRY STORAGE RACKS | 54 | LF | $250.00 | $13,500 | $0.87 |
| | | LAUNDRY EQUIPMENT | 2 | LOT | $12,500.00 | $25,000 | $1.62 |
| | | INTERVIEW EQUIPMENT | 2 | LOT | $25,000.00 | $50,000 | $3.23 |
| **1099.0** | **8.0** | **SUBTOTAL-MISCELLANEOUS SPECIALTIES** | **15,460** | **BLDGSF** | | **$405,780** | **$26.25** |
| | | BASE CABINETS W/ COUNTERTOPS | 137 | LF | $550.00 | $75,075 | $4.86 |
| | | UPPER CABINETS | 30 | LF | $315.00 | $9,450 | $0.61 |
| | | BRACED COUNTERTOPS- 2.5' D | 10 | LF | $250.00 | $2,500 | $0.16 |
| | | BRACED COUNTERTOPS- 2' D | 175 | LF | $200.00 | $35,000 | $2.26 |
| | | BRACED COUNTERTOPS- 12" D | 22 | LF | $175.00 | $3,850 | $0.25 |
| | | STAFF/ NURSE STATIONS- DUAL HGT/ FACED | 20 | LF | $750.00 | $15,000 | $0.97 |
| **1160.0** | **8.0** | **SUBTOTAL-CASEWORK** | **15,460** | **BLDGSF** | | **$140,875** | **$9.11** |
| | | FIRE PROTECTION | 15,460 | SF | $15.00 | $231,900 | $15.00 |
| **1530.0** | **13.0** | **SUBTOTAL-FIRE PROTECTION** | **15,460** | **BLDGSF** | | **$231,900** | **$15.00** |
| | | PLUMBING FIXTURES | 48 | FIX | $15,000.00 | $720,000 | $46.57 |
| **1544.0** | **10.0** | **SUBTOTAL-PLUMBING** | **48** | **FIX** | | **$720,000** | **$46.57** |

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
BY: J. Moreno

**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | **HVAC** | | | | | |
| | | AIR HANDLERS | 50 | TONS | $6,042.00 | $302,100 | $19.54 |
| | | SPLIT SYSTEMS | 4 | TONS | $8,000.00 | $32,000 | $2.07 |
| | | DOAS TO KITCHEN | 2,000 | CFM | $20.00 | $40,000 | $2.59 |
| | | VAV UNITS | 40 | EA | $2,500.00 | $100,000 | $6.47 |
| | | EXHAUST FANS | 15,460 | CFM | $5.00 | $77,300 | $5.00 |
| | | CONTROLS | 15,460 | SF | $7.50 | $115,950 | $7.50 |
| | | **ROUGH IN** | 15,460 | SF | $20.00 | $309,200 | $20.00 |
| | | CONDENSATE PIPING | 15,460 | SF | $1.20 | $18,552 | $1.20 |
| | | HYDRONIC PIPING- HWS&R | 15,460 | SF | $10.00 | $154,600 | $10.00 |
| | | COMMISSIONING | 15,460 | SF | $1.00 | $15,460 | $1.00 |
| | | PIPING IDENTIFICATION | 15,460 | SF | $0.20 | $3,092 | $0.20 |
| | | FIRE STOPPING | 15,460 | SF | $0.50 | $7,730 | $0.50 |
| | | SEISMIC SUPPORT | 15,460 | SF | $0.70 | $10,822 | $0.70 |
| | | PENETRATIONS/ CURBING/ RIGGING | 15,460 | SF | $1.00 | $15,460 | $1.00 |
| | | TEST AND BALANCE | 15,460 | SF | $2.00 | $30,920 | $2.00 |
| **1546.0** | **11.0** | **SUBTOTAL-HVAC** | **15,460** | **BLDGSF** | | **$1,233,186** | **$79.77** |
| | | **LIGHTING** | 15,460 | SF | $40.00 | $618,400 | $40.00 |
| | | **POWER - TWO SEPARATE ELECTRICAL SERVICES** | 15,460 | SF | $40.00 | $618,400 | $40.00 |
| | | **DATA/ SIGNAL** | 15,460 | SF | $15.00 | $231,900 | $15.00 |
| | | **SECURITY** | 15,460 | SF | $30.00 | $463,800 | $30.00 |
| | | **FIRE ALARM** | 15,460 | SF | $7.50 | $115,950 | $7.50 |
| **1610.0** | **12.0** | **SUBTOTAL-ELECTRICAL SYSTEMS** | **15,460** | **BLDGSF** | | **$2,048,450** | **$132.50** |
| | | BLDG SUBTOTAL | | | | $13,399,412 | $866.71 |
| | | GENERAL CONDITIONS | | 8.0% | | $1,071,953 | $69.34 |
| | | CONTINGENCY | | 15.0% | | $2,170,705 | $140.41 |
| | | OVERHEAD & PROFIT | | 5.0% | | $832,103 | $53.82 |
| | | BONDS AND INSURANCE | | 2.0% | | $349,483 | $22.61 |
| | | SUBTOTAL OF MARK UP | | | | $4,424,244 | $286.17 |
| | | TOTAL MARK UP PERCENTAGE | | 33.02% | | | |
| | | **TOTAL CONSTRUCTION IN TODAY'S DOLLAR** | | | | **$17,823,656** | **$1,152.89** |

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# Bond BHCIP Round 2: Unmet Needs
# Form 5: Applicant's Certification of Prevailing Wage

I, Antonette Navarro _____, as Lead Authorized Representative of

County of Santa Barbara Department of Behavioral Wellness
_____ (insert name of entity applying), certify that:

1. The information and statements set forth below are, to the best of my knowledge and belief, true and correct.
2. I possess the legal authority to submit this certification on behalf of the Applicant.
3. I am providing this information in conjunction with an application for funding from the State of California pursuant to the Department of Health Care Services' (DHCS') Bond Behavioral Health Continuum Infrastructure Program (BHCIP) and acknowledge that the State and Advocates for Human Potential, Inc. (AHP), the administrative entity for BHCIP, are relying on this information in awarding grant funds.
4. As part of the application, Applicant has submitted a construction budget for North County SRFs _____ ("Project"),two 16-bed Social Rehabilitation Facilities serving individuals experiencing an acute mental health crisis in a home-like, short-term setting. The construction budget was prepared with the assistance of a licensed contractor, architect, or experienced construction manager, and specifically adheres to the compliance requirements that all construction work will be performed by skilled workers being paid current prevailing wages for the Project's region, pursuant to California Labor Code Section 1720 et seq. I further certify that Applicant shall, in constructing the Project, meet the prevailing wage requirements for construction projects in the State of California (Lab. Code, Sec. 1720 et seq.). **Applicant shall, prior to commencing construction of the Project, provide a certification of compliance with California's prevailing wage law, registration with the California Department of Industrial Relations (DIR). The certification shall (a) verify that prevailing wages have been or will be paid, (b) verify that labor records will be maintained and made available to any enforcement agency upon request, (c) verify that Applicant's contractor is or will be registered with DIR, and (d) be signed by the general contractor(s) and the Applicant.**

The Applicant shall indemnify, defend, and hold harmless AHP and DHCS against any and all liabilities to third persons and other losses and for any other costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements, or penalties, as a result of any claim or liability resulting from the failure of the Sponsor (or its lower-tier subcontractors or consultants) pertaining or relating to implementing the Prevailing Wage requirement.

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I certify that the above information is true and correct, and that the Applicant will comply with all requirements set forth above as a condition of receiving the grant funds.

DocuSigned by:
Antonette "Toni" Navarro
2095C5A16FE1474...

Signature of Lead Authorized Representative

10/8/2025

Date

Antonette Navarro

Typed Name of Signatory

Director of Behavioral Wellness

Title of Signatory

Docusign Envelope ID: 0E7B9202-4344-41B5-B4B2-795CEF793EE4

# Bond BHCIP Round 2: Unmet Needs
# Form 6: Applicant's Certification of Funding Terms

I, Antonette Navarro, as the Lead Authorized Representative of

County of Santa Barbara Department of Behavioral Wellness

_____ (name of entity applying) certify that:

1. The information, statements, and attachments included in this application are, to the best of my knowledge and belief, true and correct.

2. I possess the legal authority to submit this application on behalf of the entity identified as the Applicant for funding.

3. The following is a complete disclosure of all identities of interest—of all persons or entities, including affiliates, that will provide goods or services to the Department of Health Care Services' (DHCS') Bond Behavioral Health Continuum Infrastructure Program (BHCIP) project ("Project") either (a) in one or more capacity or (b) that qualify as a "Related Party" to any person or entity that will provide goods or services to the Project. "Related Party" is defined in Section 10302 of Title 4 of the California Code of Regulations (CTCAC Regulations).
4. *(List all identities of interest in the box below.)*

| |
|---|
| County of Santa Barbara Department of General Services |

5. As of the date of the application, the Project, or the real property on which the Project is proposed ("Property"), is not party to or the subject of any claim or action at the state or federal appellate level.

6. Grantees shall promptly notify DHCS in writing for changes that will impact the scope of the potential Project, including the Project's physical location/address, Statement of Work (SOW), and/or timeline for completion of the Project. Grantees will need to submit a formal change request to DHCS. Any changes to the original Project application may result in withdrawal of the conditional award.

7. Grantees are responsible for ensuring that their Project is on schedule and on budget. Grantees who are awarded Bond BHCIP funds shall be solely responsible for any costs to complete the Project in excess of the program funds award amount. Neither DHCS nor Advocates for Human Potential, Inc. (AHP) will be responsible for any cost overruns.

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8. I have disclosed and described below any claim or action undertaken that affects or potentially affects the feasibility of the Project. In addition, I acknowledge that all information in this application and attachments is public and may be disclosed by the State.
9. I understand and agree that DHCS will require Eligible Applicants to submit a complete application with all required documents. Further, I understand and agree that DHCS reserves the right to request clarification of unclear or ambiguous statements made in an application and other supporting documents.
10. I understand and agree with DHCS that funds awarded pursuant to the Program must be used to supplement, and not supplant, other funding available from existing local, state, or federal programs or from grants with similar purposes. Bond BHCIP funding may not be used for "reimbursement" of other funding sources for a similar purpose. Only costs incurred after the date of Notice of Bond BHCIP Conditional Award that are associated with completing the Project would be eligible for reimbursement, per the Welfare and Institutions Code, Section 5960.15.
11. I further warrant and certify that Applicant will comply with the following guidelines as a condition of receiving this funding:
    a. Applicant shall not impose unnecessary barriers to entry for justice-involved populations, to the extent possible and consistent with state law.
    b. Applicant shall serve the targeted population(s) when and as described within the application.
    c. Applicant commits to the provision of services and building use restrictions (property title shall be legally encumbered for required term) for 30 years after the expansion Project is placed in service.
    d. Applicant shall use professionally licensed and insured contractors to carry out the work required for the Project.
    e. Applicant shall comply with all applicable federal, state, and local relocation laws and shall have an approved relocation plan prior to proceeding with any phase of the Project that will result in the displacement of persons or businesses, if the proposed Project requires relocation of any current residents.
    f. Applicant shall adhere to the accessibility requirements set forth in California Building Code Chapter 11A and Chapter 11B and the Americans with Disabilities Act, Title II.
    g. Applicant shall meet the prevailing wage requirements for construction projects in the State of California (Lab. Code, Sec. 1720 et seq.). Applicant shall provide a certification of compliance with California's prevailing wage law, as well as all applicable federal prevailing wage law. The certification shall (a) verify that prevailing wages have been or will be paid, (b) verify that labor records will be maintained and made available to any enforcement agency upon request, and (c) be signed by the general contractor(s) and the Applicant.
    h. Applicant shall collect and report data to DHCS as required.

The Applicant shall defend, indemnify, and hold harmless the Authority and the State of California, and all officers, trustees, agents, and employees of the same, as well as Advocates for Human Potential, Inc. (AHP), the BHCIP third-party administrator, from and against any and all claims, losses, costs, damages,

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or liabilities of any kind or nature, including attorneys' fees, whether direct or indirect, arising from or relating to the Grant or Project.

I certify that County of Santa Barbara Department of Behavioral Wellness [insert Applicant name] will receive, expend, and administer all funds received under this initiative pursuant to the terms outlined above and understand this is a condition of receiving such funds.

The information provided within the form and attached is true and correct.

DocuSigned by:
Antonette "Toni" Navarro
2095C5A16FE1474...

Signature of Lead Authorized Representative

10/8/2025

Date

Antonette Navarro

Typed Name of Signatory

Director of Behavioral Wellness

Title of Signatory

# Bond BHCIP Round 2: Unmet Needs
# Form 7: Community Engagement

All applicants will be expected to describe how they have engaged stakeholders and other community members in identifying the need for their project facility type(s). This will include ensuring that due diligence for zoning and planning support has been captured.

Instructions: Explain how stakeholders (e.g., local departments, county, city, etc.) and/or county behavioral health departments and community voices have been meaningfully involved in the visioning and development of this project. Examples of engagement may include advisory council meetings, focus groups, survey results, or stakeholder engagement sessions that pertain to behavioral health. An example has been provided.

**APPLICANT ENTITY NAME**: County of Santa Barbara Department of Behavioral Wellness

| Date | Type of Outreach (e.g., letter, call, community meeting) | Name/Title/Organization of Individual Contacted | Outreach Description | Local Needs/Concerns Identified |
|---|---|---|---|---|
| *Example: 5/20/25* | *Held community meetings and gathered local data on need for peer respite facilities in county.* | *Jane Smith, County Behavioral Health Department Director*<br><br>*Ed Watson, CEO of XYZ Health Plan* | *Reviewed needs assessments reports, used BHCIP Round 2 Planning Grant, held local stakeholder focus groups, and collaborated with local insurance providers that cover* | *With support from the Round 2 Planning Grant, the County conducted an assessment on how many peer respite facilities are in the community. Through this assessment, as well as focus groups and ongoing meetings with insurance providers, the County identified that peer* |

| | | | | |
|---|---|---|---|---|
| | | | *people served by Medi-Cal.* | *respite facilities are limited throughout the county. There is strong support that peer respite facilities are needed to meet the community need.* |
| 9/5/24 | Presentation at MH | MHSA Steering Committee | Informed stakeholders of the | Stakeholders expressed their perceived need in the |
| 10/2/24 | BWell CBO Collabo | Community partners | Informed stakeholders of the | Stakeholders asked about the possibility of expanding |
| 10/9/24 | Depot Street In-Per | Community partners and Behavioral | Informed stakeholders of the | Stakeholders expressed perceived need in the |
| 10/16/24 | Behavioral Wellnes | Behavioral Wellness Commission | Informed stakeholders of the | Stakeholders expressed perceived need in the |
| 10/23/24 | Housing and Recov | Housing and Recovery Action Team | Informed stakeholders of the | Stakeholders expressed their perceived need in the |
| 11/5/24 | UCSB Housing and | UCSB Basic Needs and Rapid Rehousing | Informed stakeholders of the | Stakeholders expressed their perceived need in the |
| 11/5/24 | Board of Supervisc | Santa Barbara County Board of Supervisors | Presented resolution to the | Stakeholders expressed their perceived need in the |
| 9/25/25 | Presentation to Co | Community Corrections Partners | Secure support for the SPFs and | Stakeholders expressed their perceived need in the |

# COUNTY OF SANTA BARBARA

# NORTH COUNTY CRT

PROJECT NO.: Y242700
OCTOBER 3, 2025

nacht&lewis

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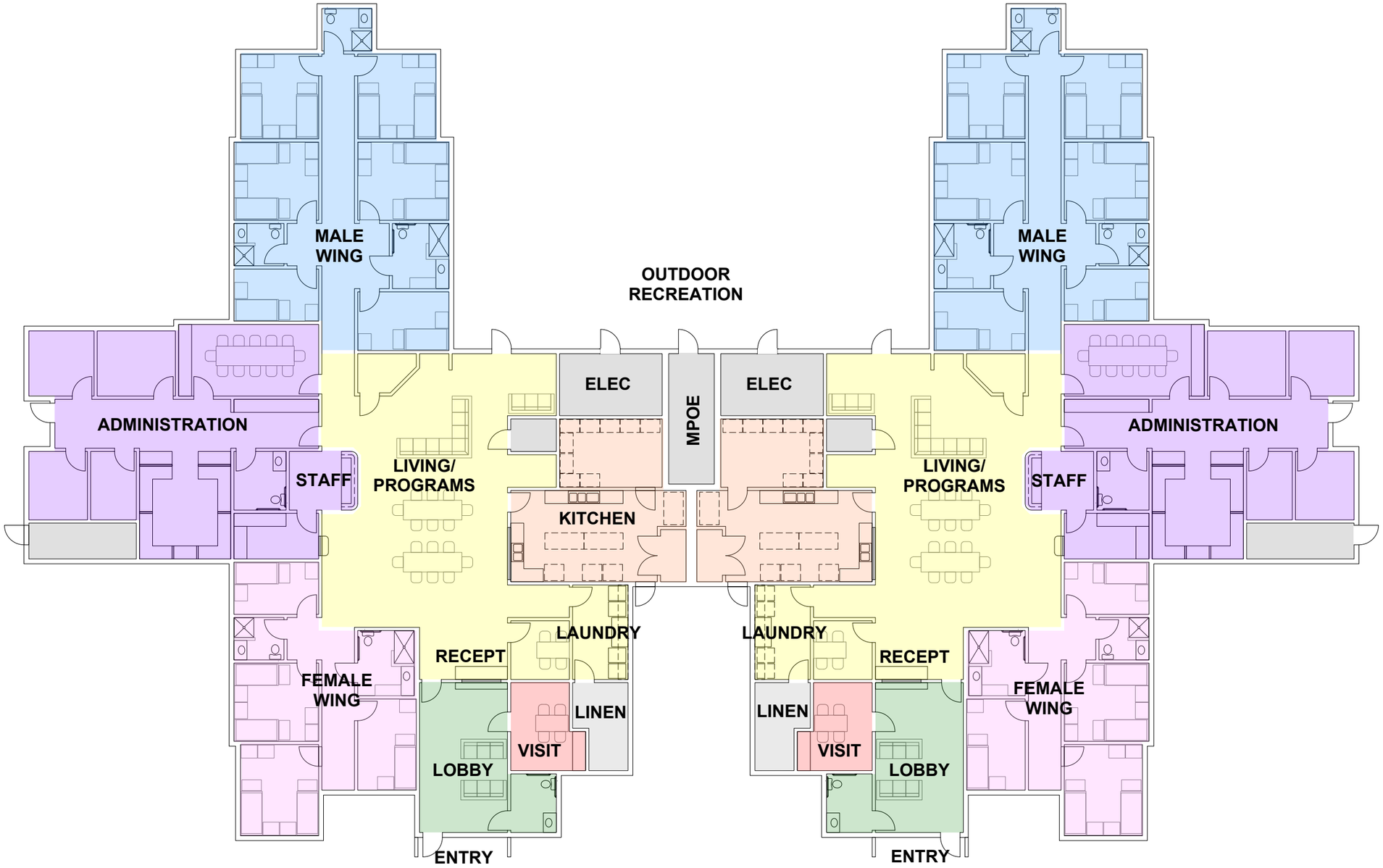
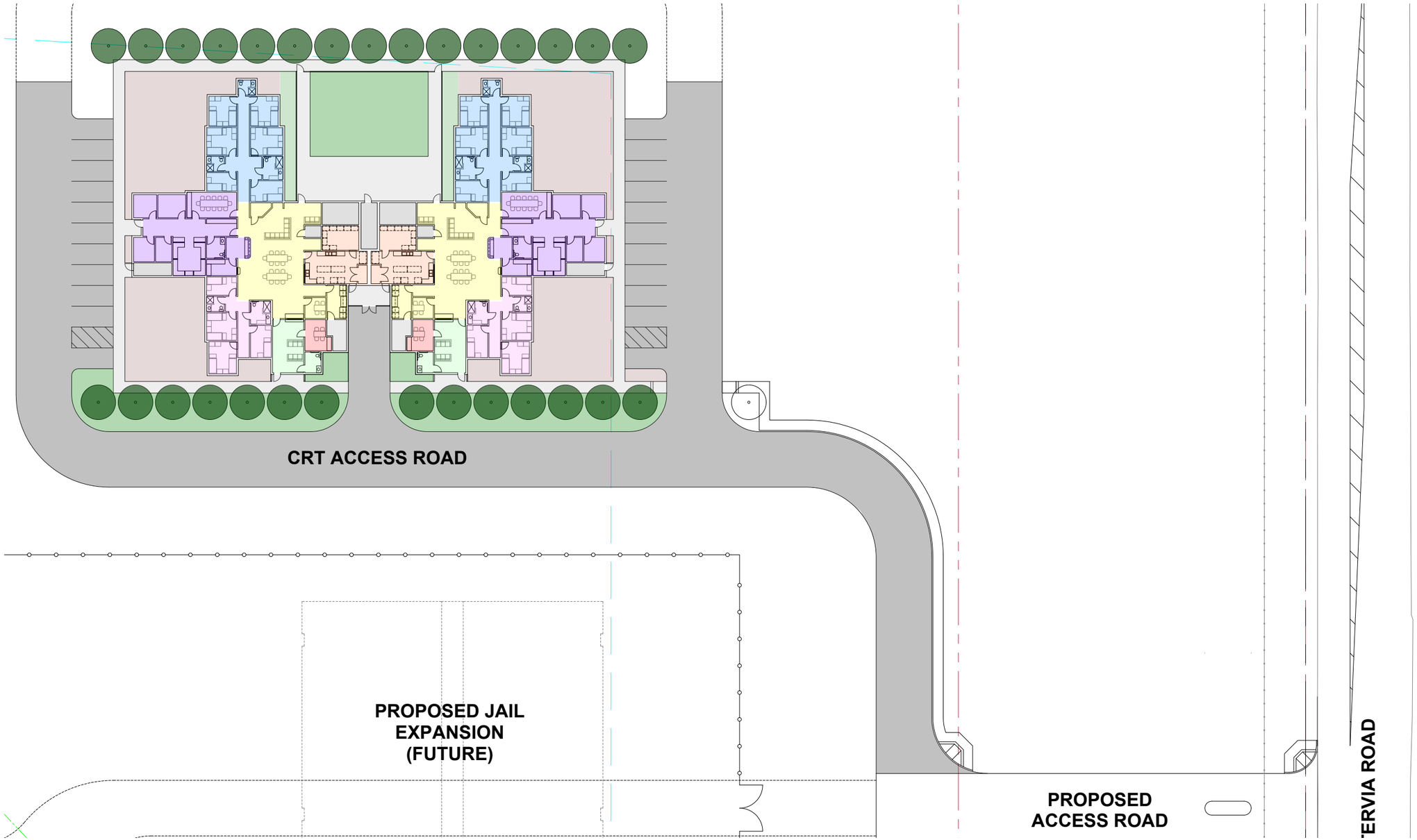
SECTION 1

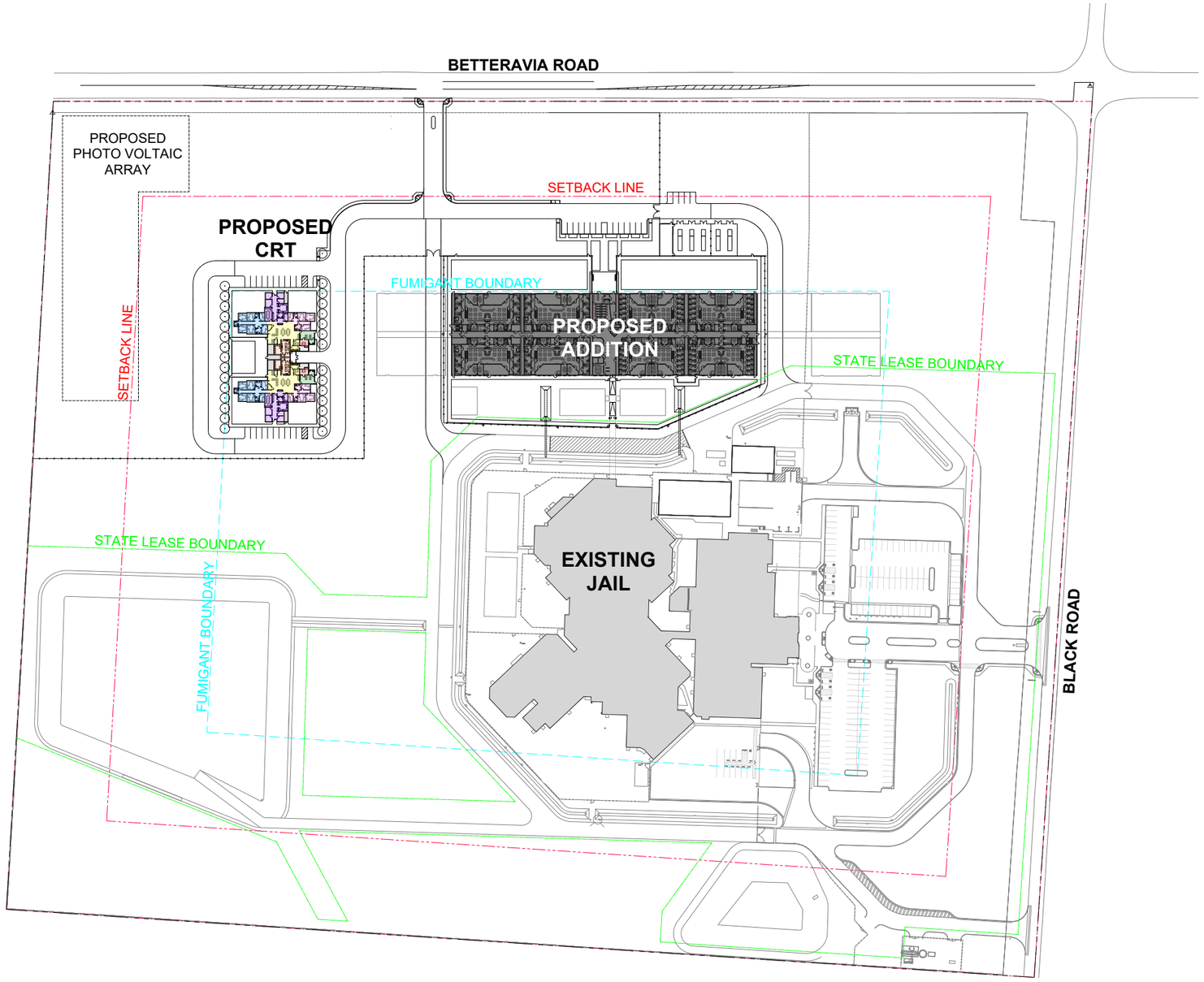
# ARCHITECTURAL FLOOR PLANS


MALE WING
OUTDOOR RECREATION
MALE WING
ADMINISTRATION
STAFF
LIVING/ PROGRAMS
ELEC
MPOE
ELEC
KITCHEN
LIVING/ PROGRAMS
STAFF
ADMINISTRATION
LAUNDRY
RECEPT
FEMALE WING
LINEN
VISIT
LOBBY
ENTRY
LAUNDRY
RECEPT
LINEN
VISIT
LOBBY
FEMALE WING
ENTRY

# FLOOR PLAN




# ENLARGED SITE PLAN




# GREATER PARCEL

SECTION 2

# ELEVATIONS

WEST ELEVATION

NORTH ELEVATION

EAST ELEVATION

SOUTH ELEVATION

SECTION 3

# RENDERINGS

SECTION 4

# ARCHITECTURAL PROGRAM

## Architectural Program

### Introduction

The county is assessing ways to reduce the jail population and improve its wraparound service offerings to system-involved individuals. The county has proposed the development of facilities to provide diversion services as an alternative to custody and post-carceral transitional housing and treatment.

This feasibility effort lays the foundation for two Crisis Residential Treatment Centers (CRTs) to be located on the North Branch Jail (NBJ) site. The development of these CRTs is part of a broad initiative by Santa Barbara County to both:

- keep individuals with mental health or substance-use disorders out of custody, and
- to support those leaving custody who may require temporary assistance with Activities of Daily Living (ADLs) and Instrumental ADLs (IADLs) as they transition back to independent living. These are individuals who could benefit from additional time for transition to independent living due to mental health needs or unstable housing conditions who are consequently at higher risk of repeated law enforcement contact and system involvement.

The overall goals of the CRTs are the following:

- To provide an environment in which residents feel safe and comfortable enough to fully engage in therapeutic activities.
- To provide a safe and secure environment for staff conducting their daily tasks and working closely with residents.
- To support residents' successful completion of their treatment programs and translation of the skills learned while in the CRT to the management of responsible, meaningful lives in their communities.

### Building Concept

The CRTs shall be located within one building but hold entirely independent space provisions and operations including, but not limited to: the facility entrance and check-in, living and sleeping areas, support functions, and staff areas. The only exception is the MPOE/data room which will serve the entire building. The CRT is not a law enforcement deflection facility; rather, all those residing here are either serving an out-of-custody sentence or have been recommended to post-release transitional care. The populations of the two CRTs are assigned as follows:

- One CRT is dedicated to diversion from custody, such as those sentenced by the court to participate in a treatment program at the facility.
- One CRT is dedicated to post-release transitional care.

The CRTs are not locked facilities; residents have agreed to participate in the program.

### Feasibility Study Process

The project team commenced work in August 2024. The process involved a series of workshops to understand the county's mission and goals for expanding their out-of-custody treatment service offerings, confirm the types of service offerings possible, and the discover the challenges and opportunities afforded by the site available for locating such services. In these workshops the team also established the operational, design, and technical requirements for the facilities.

The consultant team used the information collected from these meetings to conduct further analysis on the feasibility of establishing such a facility in the proposed location.

Workshop participation included representatives from the following agencies:

- County Executive's Office
- Department of Behavioral Wellness (BeWell)
- Sheriff's Department

Consultants also had the opportunity to tour the Crestwood Behavioral Health Crisis Residential Treatment Program, which yielded highly useful insight for the following proposed CRTs.

### Licensing

The county will seek licensing as a Social Rehabilitation Facility under the California Department of Social Services.

### Referenced Standards and Guidelines

The CRT plan proposed in this report reflects application of the following operational and space standards and regulations:

- State of California Health and Human Services Agency, Department of Social Services, Manual of Policies and Procedures, Community Care Licensing Division, Social Rehabilitation Facilities, Title 22, Division 6, Chapter 2
- Americans with Disabilities Act (ADA), Chapter 11B of the California Building Code
- Health Insurance Portability and Accountability (HIPAA)
- Facilities Guidelines Institute (FGI), 2022 Guidelines for Design and Construction of Residential Health, Care, and Support Facilities.

## Program Narratives

### Chapter Overview

Each CRT will consist of 16 beds. Populations are assigned to a CRT based on their custody status:

- One CRT is dedicated to diversion from custody, such as those sentenced by the court to participate in a treatment program at the facility.
- One CRT is dedicated to post-release transitional care.

Each CRT will contain:

- Four (4) single-bed sleeping rooms
- Six (6) double-bed sleeping rooms
- Living and dining areas for structured and unstructured daily activities
- Individual and group treatment and programming rooms
- Service kitchen and laundry room to support residents' treatment milieus
- Indoor and outdoor visitation spaces
- Staff work areas
- Private resident courtyard

CRT residents will be expected to participate in therapeutic and life skills programs aimed at supporting the successful return to their communities. Programs focus on each individual's specific needs and are integrated into their daily routines and individual treatment plans.

Residents participate in a variety of group and individual therapy and case management services. A major part of each resident's treatment milieu involves development of consistency with IADLS, which includes managing tasks such as meal preparation (and cleanup), laundry, grocery shopping, managing finances, employment searches, and other ongoing responsibilities. These treatment modalities are central to the concept for the CRTs.

This chapter outlines operational principles and corresponding space requirements that shall guide the design of the Crisis Residential Treatment Facilities. Components include:

1.00 Entrance, Lobby, & Intake

2.00 Resident Sleeping Areas

3.00 Resident Living Areas

4.00 Staff Administration & Support

5.00 Building Support

6.00 Exterior Areas

## 1.00 Entrance, Lobby, Intake, & Visitation

The entrance serves as the main front door to the facility for staff, residents, and visitors. The entrance should be easily identifiable from the street and be situated such that a highly intuitive, straightforward path of travel is achievable from the parking lot.

### Functional Requirements

#### Goals & Objectives

- To create a homelike, normalized environment beginning with the individual's first approach to the facility.

#### Psychological and Sociocultural Considerations

- Residents entering the facility for the first time may be in a particularly heightened emotional state: they may be beginning their stay or may have just been released from custody.
- The vast majority of system-involved individuals have a history of trauma. The application of trauma-informed principles throughout all areas of the CRTs must be prioritized in the final configuration and design.

#### Policies & Procedures

- Intake/orientation:
  - The orientation process is as follows:
    - Enter facility (either from NBJ or from the community)
    - Intake screening/processing/paperwork
    - Tour of the residence
    - Escort to room assignment
  - One clinician handles the intake process.
- Visitation:
  - Visitation can take place in the lobby, group living areas, and dedicated space in the outdoor courtyard.
  - Visitors are not allowed in residents' sleeping rooms.

#### Occupants & Users

- Clinical and administrative staff will utilize the main front door to enter and exit the CRT.
- County staff may visit the CRT for a variety of reasons.
- Other professional visitors may meet with residents onsite.
- Residents will access the CRT through the front door.
- Resident visitors will access the CRT through the front door, check in at the front desk, and wait for their loved one in the lobby.

#### Daily Activities

- Intake will take place in the dedicated intake room, also accessed from the lobby.
- Visits will mostly occur in the visitation alcove within the lobby.

### Operational Safety & Security

- A clear view of the front door from the reception desk is required.

### Space Considerations

### Spatial Organization

- To support a trauma-informed environment, it is important to provide intuitive wayfinding at the front entrance to support residents' and visitors' initial orientation to the space. Provide an easily identifiable, straightforward line of travel from the parking lot to the front door, into the entrance, past the reception desk, and into the facility.
- The intake room, while close to the front entrance, should be out of the way of reception queuing, lobby waiting, and the visitation alcove for maximum privacy.
- Convenient access between the entrance/lobby and resident living areas is preferred.
- The visitation courtyard is a cordoned-off area within the private resident courtyard, with clear line of sight for staff supervision.

### Safety & Security Systems

- Delayed egress exit hardware will be installed at the main front entrance.
- Camera coverage is required in the visitation alcove for observation of family reunification interactions.

### Ambient Environment

- Sound mitigation is recommended within the intake room to limit sound transfer into the lobby.

### Furnishings, Fixtures, & Equipment

- A magnetometer should be located at the front door.
- A small bank of six (6) to eight (8) lockers will be provided in the lobby for visitors to keep personal belongings while at the CRT. Lockers should be half-height with a minimum width of 24".

## 2.00 Resident Sleeping Areas

Resident accommodations will consist of single- and double- sleeping rooms. Sleeping rooms are organized on two separate "wings" to support separation to the extent possible when women reside at the facility. Four (4) single sleeping rooms and six (6) double rooms are provided with appropriate allocation for ADA accessibility.

### Functional Requirements

### Goals & Objectives

- Sleeping rooms shall be designed to promote a normalized environment encouraging successful treatment outcomes and restoration.
- To support residents' feelings of safety and security within their resting and hygiene spaces.

### Psychological and Sociocultural Considerations

- While sleeping rooms should promote rest and relaxation, it is preferred that residents spend more time in the therapeutic milieu, in gathering areas with other residents, as this is a major aspect of the CRT program.

### Policies & Procedures

- Residents are assigned to a room based on their individual characteristics, treatment needs, and information collected from jail staff and during the intake interview.
- Only residents assigned to each room are allowed to enter. No other residents (except for roommates assigned to double rooms,) nor visitors may enter the individual's assigned space.

### Occupants & Users

- Residents assigned to each room.
- Staff will circulate through the area to supervise.

### Daily Activities

- Residents will sleep and manage personal hygiene in sleeping room and associated restroom. Residents are allowed to rest and relax during the day in their room, but they will be encouraged to spend most of their time in the collective gathering spaces to support prosocial interactions with staff and other residents.

### Space Considerations

### Spatial Organization

- Resident sleeping wings should be located immediately off the collective living areas (see Section 3.0 *Resident Living Areas).*
- The nurse's station should be located between the wings with views down the main corridor of each.
- Single rooms should be located closest to the nurse's station.

### Ambient Environment

- Independent lighting controls at each bedside and armoire should be installed to support the autonomy of each resident and to mitigate disruption to roommates.

### Furnishings, Fixtures, & Equipment

- Each room shall include:
  - Bed with storage headboard
  - Bedside table
  - Freestanding closet/armoire
- Desks are not to be provided in sleeping rooms. Residents are encouraged to use space in the living areas.

## 3.00 Resident Living Areas

Group living areas are the heart of the therapeutic milieu of the CRT program. Residents are expected to spend most of the day within these areas, interacting with other residents and participating in individual and group programming.

### Functional Requirements

### Goals & Objectives

- To support residents' successful completion of their treatment program (court diversion) and/or transition back into the community (post-incarceration) through the provision of engaging program offerings and activities within the residents' living areas.
- To ensure that residents feel safe in their environment so they can focus on their treatment.
- To maximize staff's ability to meaningfully interact with residents.

### Psychological and Sociocultural Considerations

- Residents must feel safe in order to be able to truly engage in their programming. These group areas must simultaneously convey safety, security, warmth, and support.

### Policies & Procedures

- Kitchen:
  - The kitchen is locked and inaccessible outside of mealtimes.
  - Two (2) staff and two (2) residents are assigned to prepare meals.
- Laundry:
  - Laundry is not scheduled. When residents intend to do their laundry, they will inform a staff member who will provide guidance, if necessary. Staff will step in if they notice a resident has not done laundry within a reasonable period of time.

### Occupants & Users

- Residents will spend most of their day in the living areas.
- Staff will also spend much of their shifts in the living areas interacting with residents.
- Visitors may spend time with loved ones in the living areas.

### Daily Activities

- There are many groups throughout the day that may include all residents or a portion thereof. Groups take place every day (with occasional exceptions).
- Medication is administered to residents based on their individual dosing requirements. Residents will line up at the medication room distribution window for medication administration.
- A snack alcove is provided for residents to keep their own purchased food. It can be accessed freely (i.e., not only during mealtimes).
- Mealtimes are a significant part of the treatment milieu. It is a time when social interaction, ADLs, and other life skills can be practiced.
- A computer terminal is provided for research, employment searches, and other activities authorized by staff.

### Space Considerations

#### Spatial Organization

- A quiet area is provided adjacent to the living room. This area cannot be closed off, though pony wall separation is acceptable. Line of sight is required from the nurse's station and the gathering areas (living room, dining/multipurpose area).
- The medication room must be immediately accessible from the main gathering space/living room.
- The living room, dining room, and other gathering areas should be configured as one, open space to encourage social development and to optimize staff observation.
- The dining room should be located adjacent to the service kitchen.
- The snack alcove must be located outside of the kitchen so residents can freely access the area.
- The conference/break room located within Staff Administration will also be used by residents for group programming. It should be located with access from the main gathering area and from within Staff Administration.
- Access to the enclosed interview/treatment spaces, including the interview/treatment/telepsych room and the conference room (listed in section 4.0) should be slightly out of the way from the main gathering areas to limit sound transmission and direct views into the room by other residents.

#### Safety & Security Systems

- The kitchen requires a lockable door and roll-up window.
- The laundry room should be locked when not in use.

#### Ambient Environment

- The television is located among the gathering spaces, so should be configured to limit sound penetration throughout the area to the extent possible.

#### Furnishings, Fixtures, & Equipment

- The individual interview room will also be used as a telepsych room and should be outfitted appropriately to serve both functions.
- The service kitchen requires two (2) combination refrigerator/freezers, and one (1) upright freezer.
- The laundry room will hold two (2) washing machines, two (2) dryers, a folding table, shelving, and a counter with sink.

## 4.00 Staff Administration & Support

Staff administrative areas are provided for staff to conduct charting, administration, and other "back of house" functions.

### Functional Requirements

#### Goals & Objectives

- To enable staff productivity and collegiality.

#### Psychological and Sociocultural Considerations

- This role, caring for residents in a crisis treatment program, can be stressful and emotional. This area should provide respite and calm for staff to focus on work or to take a break.

#### Policies & Procedures

- This area is for staff only. Residents are not permitted to enter.
- Staff seeing patients for treatment, case management, or other services will meet in the conference room, interview room, or within the living areas (for non-confidential encounters).

#### Occupants & Users

- Staff will occupy the area.

#### Daily Activities

- While dedicated staff offices and workstations are provided, it is expected that most staff onsite will be interacting with residents in the living areas for much of their shifts.
- A "flex" office is provided for use by visiting staff and future expansion.
- Medication will be administered from the distribution window at the medication room. Residents will not access the interior of the room.
- Mail will be delivered to the front door and sorted in the staff area, then delivered to the intended recipients.

### Space Considerations

#### Spatial Organization

- A staff entry is provided for convenience. Staff may enter through this door or through the front entrance.
- The conference room should be situated so that it can be accessed from the staff administrative area and the shared living areas.

#### Safety & Security Systems

- Access into the administrative area requires card access.
- Access from the conference room into the staff-only area must be via card access.

#### Furnishings, Fixtures, & Equipment

- The medication room requires a table or countertop for pill dispensing, counter with upper and lower cabinets, sink, undercounter refrigerator, large cabinet with shelving for resident medications, and a distribution window accessible from the main living area.

### 5.00 Building Support

- A central laundry room is provided for staff to wash linens and other items for outgoing and incoming residents.
- Other Building Support functions are described in the mechanical and electrical narratives.

### 6.00 Exterior areas

A number of exterior areas serve various functions for the CRTS, including:

- A public entry plaza with access to each CRT.
- A Delivery Court for loading and unloading deliveries to each CRT.
- A private resident courtyard
- Outdoor storage.

#### Functional Requirements

##### Goals & Objectives

- Entry Plaza:
  - Clear wayfinding.
  - Safe access to each CRT.
- Delivery Court:
  - Secure and efficient deliveries to the building.
- Resident Private Courtyard:
  - Engagement in meaningful, therapeutic, and fun activities in a safe environment.

##### Psychological and Sociocultural Considerations

- Residents entering the CRT for the first time may be emotional and vulnerable. A warm and welcoming exterior and clear wayfinding is of the utmost importance.

##### Occupants & Users

- Entry Plaza:
  - All people accessing the building will travel through the entry plaza, with the exception of staff who choose to use the side staff entrance.

##### Daily Activities

- Entry Plaza:
  - People will use the entry plaza daily during the day and in the evening.
- Delivery Court:
  - Deliveries to the loading area will arrive at least weekly.
- Resident Outdoor Courtyard:
  - Residents have access to the courtyard every day for specified hours.

#### Space Considerations

##### Spatial Organization

- Each CRT is allocated dedicated square footage for their resident courtyard, but these courtyards can be open to one other. A fence is required around the perimeter of the CRT grounds.

##### Safety & Security Systems

- Cameras are required with coverage throughout all exterior areas.

##### Furnishings, Fixtures, & Equipment

The exterior courtyard will consist of:

- A mall basketball court
- Gardening area with raised plant beds and shed for gardening tools and equipment
- Walking trail
- Benches with a pergola for shade
- Equipment storage shed
- Picnic tables and chairs.
- Small fenced area for visitation

### C1.00 Shared Support Functions

The CRTs, though they share a building, are almost entirely functionally separated. Building IT will be housed in one shared IT Room, however, with two separate sets of servers, one managed by the county and the other by independent vendors.

The program space list can be found on the following pages.

**Santa Barbara County**
Crisis Residential Treatment Centers - Space Summary
Final Space List - October 3, 2025

| Space No. | Functional Component Description | DGSF | GSF |
|---|---|---|---|
| **Crisis Residential Treatment Center - Diversion/Out-of-Custody** | | | |
| A1.00 | Entrance, Lobby & Intake | 578 | 648 |
| A2.00 | Resident Sleeping Areas | 2,349 | 2,631 |
| A3.00 | Resident Living Areas | 2,248 | 2,517 |
| A4.00 | Staff Administration & Support | 1,519 | 1,701 |
| A5.00 | Building Support | 396 | 444 |
| **Total GSF - CRT Diversion/Out-of-Custody** | | | **7,941** |
| A6.00 | Exterior Areas | | 3,320 |
| | | | |
| **Crisis Residential Treatment Center - Post-Release** | | | |
| B1.00 | Entrance, Lobby & Intake | 578 | 648 |
| B2.00 | Resident Sleeping Areas | 2,349 | 2,631 |
| B3.00 | Resident Living Areas | 2,248 | 2,517 |
| B4.00 | Staff Administration & Support | 1,519 | 1,701 |
| B5.00 | Building Support | 396 | 444 |
| **Total GSF - CRT Post-Release** | | | **7,941** |
| B6.00 | Exterior Areas | | 3,320 |
| | | | |
| **Shared Functions** | | | |
| C1.00 | Shared Building Support | 154 | 172 |
| **Total GSF - Shared Building Functions** | | | **172** |
| C2.00 | Exterior Areas | | 18,150 |
| **TOTAL BUILDING GROSS SQUARE FEET** | | | **16,054** |
| **TOTAL EXTERIOR AREAS** | | | **24,790** |

**Santa Barbara County**
Crisis Residential Treatment Center - Diversion-Out-of-Custody Placement
Final Space List - October 3, 2025

| Space No. | Space Description | Net Area Standard | No. Users | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| **A1.00** | **Entrance, Lobby & Intake** | | | | | |
| | **Entrance and Check-In** | | | | | |
| A1.01 | Reception/Visitor Check-In | 48 | 1 | 1 | 48 | |
| A1.02 | Lobby | 250 | 1-6 | 1 | 250 | Magnetometer at front door to facility. |
| | **Visitation** | | | | | |
| A1.03 | Visitation Alcove | 65 | 1-3 | 1 | 65 | Open area off lobby. Comfortable seating. |
| A1.04 | Public Restroom | 60 | 1 | 1 | | All-gender. |
| A1.05 | Visitor Lockers | 10 | - | 1 | 0 | Bay of 8 half-height lockers. 24" minimum width. Part of lobby SF. |
| | **Intake** | | | | | |
| A1.06 | Intake Room | 140 | 2 | 1 | 140 | Table and chairs for intake paperwork processing. Includes property check-in. |
| | Total, Net Area | | | | 503 | |
| | Grossing Factor (15%) | | | | 1.15 | |
| | **Total DGSF** | | | | **578** | |

| Space No. | Space Description | Net Area Standard | No. Users | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| **A2.00** | **Resident Sleeping Areas** | | | | | |
| | **Male Wing** | | | | | |
| | **Grouping 1** | | | | | |
| A2.01 | Sleeping Room - Single | 105 | 1 | 1 | 105 | Bed, bedside table, stand-alone closet. |
| A2.02 | Sleeping Room - Double | 160 | 2 | 1 | 160 | (2) beds, (2) bedside tables, (2) stand-alone closets. |
| A2.03 | Restroom | 50 | 1 | 1 | 50 | Located and shared between two sleeping rooms. |
| | **Grouping 2** | | | | | |
| A2.04 | Sleeping Room - Double | 160 | 2 | 2 | 320 | (2) beds, (2) bedside tables, (2) stand-alone closets. |
| A2.05 | Restroom | 50 | 1 | 1 | 50 | Located and shared between two sleeping rooms. |
| | **Grouping 3** | | | | | |
| A2.06 | Sleeping Room - Single ADA | 130 | 1 | 1 | 130 | |
| A2.07 | Sleeping Room - Double ADA | 170 | 2 | 1 | 170 | |
| A2.08 | Restroom - ADA | 90 | 1 | 1 | 90 | Located and shared between two sleeping rooms. |
| | **Female Wing** | | | | | |
| | **Grouping 1** | | | | | |
| A2.09 | Sleeping Room - Single | 105 | 1 | 1 | 105 | |
| A2.10 | Sleeping Room - Double | 160 | 2 | 1 | 160 | |
| A2.11 | Restroom - ADA | 50 | 1-2 | 1 | 50 | Located and shared between two sleeping rooms. |
| | **Grouping 2** | | | | | |
| A2.12 | Sleeping Room - Single ADA | 130 | 1 | 1 | 130 | |
| A2.13 | Sleeping Room - Double ADA | 170 | 2 | 1 | 170 | |
| A2.14 | Restroom | 50 | 1-2 | 1 | 50 | Located and shared between two sleeping rooms. |
| | **Resident Sleeping Areas Support** | | | | | |
| | Total, Net Area | | | | 1,740 | |
| | Grossing Factor (35%) | | | | 1.35 | |
| | **Total DGSF** | | | | **2,349** | |

| Space No. | Space Description | Net Area Standard | No. Users | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| **A3.00** | **Resident Living Areas** | | | | | |
| | **Gathering Areas** | | | | | |
| A3.01 | Living Room | 20 | 1 | 16 | 320 | Sized for 16 residents. |
| A3.02 | Dining/Multipurpose Area | 15 | 1 | 20 | 300 | Open multipurpose dining/program/ activity area. Adjacent to service kitchen. |
| A3.03 | Snack Alcove | 40 | - | 1 | 40 | Refrigerator and shelving for resident's personal food storage and access. Locate adjacent to dining room. |
| A3.04 | Computer Terminal | 10 | 1 | 1 | 10 | One computer for resident use. Near living room and multipurpose area. |
| A3.05 | Quiet Alcove | 70 | 1 | 1 | 70 | Small sofa. |
| | **Treatment** | | | | | |
| A3.06 | Interview/Treatment/Telepsych Room | 80 | 2-3 | 1 | 80 | For therapy and case management. Separate from staff offices. |
| | **Service Kitchen** | | | | | |
| A3.07 | Service Kitchen (ADA) | 375 | 1-5 | 1 | 375 | Preparation, cooking, and ware washing areas. (2) combination refrigerator/freezer and (2) upright freezers. Pantry. ADA accessible. Lockable when not in use. Roll-up window. |
| A3.08 | Dry Storage | 165 | - | 1 | 165 | Accessible from within kitchen. |
| | **Laundry** | | | | | |
| A3.09 | Resident Laundry Room | 120 | 1-2 | 1 | 120 | (2) washers and (2) dryers, table for folding and sorting, shelving for chemicals. Away from nurse's station and sleeping rooms. |
| | **Support** | | | | | |
| A3.10 | Clothing and Supply Room | 100 | 2-3 | 1 | 100 | For donated items. Accessible to residents with permission. |
| A3.11 | Storage Room | 50 | - | 1 | 50 | |
| A3.12 | Janitor Closet | 35 | 1 | 1 | 35 | |
| | Total, Net Area | | | | 1,665 | |
| | Grossing Factor (35%) | | | | 1.35 | |
| | **Total DGSF** | | | | **2,248** | |

| Space No. | Space Description | Net Area Standard | No. Users | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| **A4.00** | **Staff Administration & Support** | | | | | |
| | **Work Areas** | | | | | **Staff-Only.** |
| A4.01 | Large Office | 120 | 1-2 | 1 | 120 | Can be used as flex office when not in use by clinician. |
| A4.02 | Small Office | 100 | 1 | 1 | 100 | See residents in space no. 3.06 interview/treatment room. |
| A4.03 | Flex Office | 100 | 1 | 1 | 100 | |
| A4.04 | Staff Workstation (bullpen) | 50 | 1 | 4 | 200 | |
| A4.05 | Conference/Break Room | 240 | 7-8 | 1 | 240 | Shared with staff for dual use as a conference/break area. Accessible from main living area and staff area. |
| A4.06 | Nurse's Station | 90 | 1 | 1 | 90 | Adjacent to med room. Open station with view to entire milieu. |
| A4.07 | Medication Room | 90 | 1 | 1 | 90 | Table or countertop for pill dispensing, counter with upper and lower cabinets including sink, undercounter refrigerator, large cabinet with shelving for resident medications, distribution window accessible from main living area. |
| | **Support** | | | | | |
| A4.08 | Copy/Supply/Mail Room | 25 | - | 1 | 25 | Countertop, upper and lower cabinets, shelving. |
| A4.09 | Coffee Counter | 20 | 10 | 1 | 20 | |
| A4.10 | Storage | 75 | - | 1 | 75 | |
| A4.11 | Staff Toilet | 65 | 1 | 1 | 65 | All-gender. |
| | Total, Net Area | | | | 1,125 | |
| | Grossing Factor (35%) | | | | 1.35 | |
| | **Total DGSF** | | | | **1,519** | |

| Space No. | Space Description | Net Area Standard | No. Users | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| **A5.00** | **Building Support** | | | | | |
| A5.01 | Electrical Room | 150 | - | 1 | 150 | |
| A5.02 | Mechanical Room | 90 | - | 1 | 90 | |
| A5.03 | Central Laundry Room and Storage | 120 | 1-2 | 1 | 120 | For staff managing linens and other items for outgoing and incoming residents. (1) washer, (1) dryer, folding/sorting table, storage shelving. |
| | Total, Net Area | | | | 360 | |
| | Grossing Factor (10%) | | | | 1.10 | |
| | **Total DGSF** | | | | **396** | |
| | **Total DGSF - CRT Diversion/Out-of-Custody** | | | | **7,090** | |
| **A6.00** | **Exterior Areas** | | | | | |
| A6.01 | Public Entry Plaza | 1,000 | 2-6 | 1 | 1,000 | Serves entire building. |
| A6.02 | Delivery Court | 520 | - | 1 | 520 | |
| A6.03 | Resident Private Courtyard | 1,700 | 16 | 1 | 1,700 | Small basketball court, gardening area with raised plant beds and shed for gardening tools and equipment,walking trail, benches, and pergola for shade, equipment storage shed. Picnic tables and chairs. Small fenced area for visitation. |
| A6.04 | Resident Property Storage Shed | 100 | - | 1 | 100 | Prefab shed on site. |
| | **TOTAL EXTERIOR AREA GSF** | | | | **3,320** | |

**Santa Barbara County**
Crisis Residential Treatment Center - Post-Release Transition
Final Space List - October 3, 2025

| Space No. | Space Description | Net Area Standard | No. Users | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| **B1.00** | **Entrance, Lobby & Intake** | | | | | |
| | **Entrance and Check-In** | | | | | |
| B1.01 | Reception/Visitor Check-In | 48 | 1 | 1 | 48 | |
| B1.02 | Lobby | 250 | 1-6 | 1 | 250 | Magnetometer at front door to facility. |
| | **Visitation** | | | | | |
| B1.03 | Visitation Alcove | 65 | 1-3 | 1 | 65 | Open area off lobby. Comfortable seating. |
| B1.04 | Public Restroom | 60 | 1 | 1 | | All-gender. |
| B1.05 | Visitor Lockers | 10 | - | 1 | 0 | Bay of 8 half-height lockers. 24" minimum width. Part of lobby SF. |
| | **Intake** | | | | | |
| B1.06 | Intake Room | 140 | 2 | 1 | 140 | Table and chairs for intake paperwork processing. Includes property check-in. |
| | Total, Net Area | | | | 503 | |
| | Grossing Factor (15%) | | | | 1.15 | |
| | **Total DGSF** | | | | **578** | |
| **B2.00** | **Resident Sleeping Areas** | | | | | |
| | **Male Wing** | | | | | |
| | **Grouping 1** | | | | | |
| B2.01 | Sleeping Room - Single | 105 | 1 | 1 | 105 | Bed, bedside table, stand-alone closet. |
| B2.02 | Sleeping Room - Double | 160 | 2 | 1 | 160 | (2) beds, (2) bedside tables, (2) stand-alone closets. |
| B2.03 | Restroom | 50 | 1 | 1 | 50 | Located and shared between two sleeping rooms. |
| | **Grouping 2** | | | | | |
| B2.04 | Sleeping Room - Double | 160 | 2 | 2 | 320 | (2) beds, (2) bedside tables, (2) stand-alone closets. |
| B2.05 | Restroom | 50 | 1 | 1 | 50 | Located and shared between two sleeping rooms. |
| | **Grouping 3** | | | | | |
| B2.06 | Sleeping Room - Single ADA | 130 | 1 | 1 | 130 | |
| B2.07 | Sleeping Room - Double ADA | 170 | 2 | 1 | 170 | |
| B2.08 | Restroom - ADA | 90 | 1 | 1 | 90 | Located and shared between two sleeping rooms. |
| | **Female Wing** | | | | | |
| | **Grouping 1** | | | | | |
| B2.09 | Sleeping Room - Single | 105 | 1 | 1 | 105 | |
| B2.10 | Sleeping Room - Double | 160 | 2 | 1 | 160 | |
| B2.11 | Restroom - ADA | 50 | 1-2 | 1 | 50 | Located and shared between two sleeping rooms. |
| | **Grouping 2** | | | | | |
| B2.12 | Sleeping Room - Single ADA | 130 | 1 | 1 | 130 | |
| B2.13 | Sleeping Room - Double ADA | 170 | 2 | 1 | 170 | |
| B2.14 | Restroom | 50 | 1-2 | 1 | 50 | Located and shared between two sleeping rooms. |
| | **Resident Sleeping Areas Support** | | | | | |
| | Total, Net Area | | | | 1,740 | |
| | Grossing Factor (35%) | | | | 1.35 | |
| | **Total DGSF** | | | | **2,349** | |
| **B3.00** | **Resident Living Areas** | | | | | |
| | **Gathering Areas** | | | | | |
| B3.01 | Living Room | 20 | 1 | 16 | 320 | Sized for 16 residents. |
| B3.02 | Dining/Multipurpose Area | 15 | 1 | 20 | 300 | Open multipurpose dining/program/ activity area. Adjacent to service kitchen. |
| | | | | | | Refrigerator and shelving for resident's personal food storage and access. Locate adjacent to |
| B3.04 | Computer Terminal | 10 | 1 | 1 | 10 | One computer for resident use. Near living room and multipurpose area. |
| B3.05 | Quiet Alcove | 70 | 1 | 1 | 70 | Small sofa. |
| | **Treatment** | | | | | |
| B3.06 | Interview/Treatment/Telepsych Room | 80 | 2-3 | 1 | 80 | For therapy and case management. Separate from staff offices. |

| Space No. | Space Description | Net Area Standard | No. Users | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| | **Service Kitchen** | | | | | |
| B3.07 | Service Kitchen (ADA) | 375 | 1-5 | 1 | 375 | Preparation, cooking, and ware washing areas. (2) combination refrigerator/freezer and (2) upright freezers. Pantry. ADA accessible. Lockable when not in use. Roll-up window. |
| B3.08 | Dry Storage | 165 | - | 1 | 165 | Accessible from within kitchen. |
| | **Laundry** | | | | | |
| B3.09 | Resident Laundry Room | 120 | 1-2 | 1 | 120 | (2) washers and (2) dryers, table for folding and sorting, shelving for chemicals. Away from nurse's station and sleeping rooms. |
| | **Support** | | | | | |
| B3.10 | Clothing and Supply Room | 100 | 2-3 | 1 | 100 | For donated items. Accessible to residents with permission. |
| B3.11 | Storage Room | 50 | - | 1 | 50 | |
| B3.12 | Janitor Closet | 35 | 1 | 1 | 35 | |
| | Total, Net Area | | | | 1,665 | |
| | Grossing Factor (35%) | | | | 1.35 | |
| | **Total DGSF** | | | | **2,248** | |

| B4.00 | Staff Administration & Support | | | | | |
|---|---|---|---|---|---|---|
| | **Work Areas** | | | | | **Staff-Only.** |
| B4.01 | Large Office | 120 | 1-2 | 1 | 120 | Can be used as flex office when not in use by clinician. |
| B4.02 | Small Office | 100 | 1 | 1 | 100 | See residents in space no. 3.06 interview/treatment room. |
| B4.03 | Flex Office | 100 | 1 | 1 | 100 | |
| B4.04 | Staff Workstation (bullpen) | 50 | 1 | 4 | 200 | |
| B4.05 | Conference/Break Room | 240 | 7-8 | 1 | 240 | Shared with staff for dual use as a conference/break area. Accessible from main living area and staff area. |
| B4.06 | Nurse's Station | 90 | 1 | 1 | 90 | Adjacent to med room. Open station with view to entire milieu. |
| B4.07 | Medication Room | 90 | 1 | 1 | 90 | Table or countertop for pill dispensing, counter with upper and lower cabinets including sink, undercounter refrigerator, large cabinet with shelving for resident medications, distribution window accessible from main living area. |

| Space No. | Space Description | Net Area Standard | No. Users | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| | **Support** | | | | | |
| B4.08 | Copy/Supply/Mail Room | 25 | - | 1 | 25 | Countertop, upper and lower cabinets, shelving. |
| B4.09 | Coffee Counter | 20 | 10 | 1 | 20 | |
| B4.10 | Storage | 75 | - | 1 | 75 | |
| B4.11 | Staff Toilet | 65 | 1 | 1 | 65 | All-gender. |
| | Total, Net Area | | | | 1,125 | |
| | Grossing Factor (35%) | | | | 1.35 | |
| | **Total DGSF** | | | | **1,519** | |

| B5.00 | Building Support | | | | | |
|---|---|---|---|---|---|---|
| B5.01 | Electrical Room | 150 | - | 1 | 150 | |
| B5.02 | Mechanical Room | 90 | - | 1 | 90 | |
| B5.03 | Central Laundry Room and Storage | 120 | 1-2 | 1 | 120 | For staff managing linens and other items for outgoing and incoming residents. (1) washer, (1) dryer, folding/sorting table, storage shelving. |
| | Total, Net Area | | | | 360 | |
| | Grossing Factor (10%) | | | | 1.10 | |
| | **Total DGSF** | | | | **396** | |
| | **Total DGSF - CRT Post-Release** | | | | **7,090** | |

| B6.00 | Exterior Areas | | | | | |
|---|---|---|---|---|---|---|
| B6.01 | Public Entry Plaza | 1,000 | 2-6 | 1 | 1,000 | Serves entire building. |
| B6.02 | Delivery Court | 520 | - | 1 | 520 | |
| B6.03 | Resident Private Courtyard | 1,700 | 16 | 1 | 1,700 | Small basketball court, gardening area with raised plant beds and shed for gardening tools and equipment,walking trail, benches, and pergola for shade, equipment storage shed. Picnic tables and chairs. Small fenced area for visitation. |
| B6.04 | Resident Property Storage Shed | 100 | - | 1 | 100 | Prefab shed on site. |
| | **TOTAL EXTERIOR AREA GSF** | | | | **3,320** | |

**Santa Barbara County**
Crisis Residential Treatment Centers - Shared Functions
Space List DRAFT - October 3, 2025

| Space No. | Space Description | Net Area Standard | No. Occupants | No. of Spaces | Net Area | Comments |
|---|---|---|---|---|---|---|
| **C1.00** | **Shared Building Support** | | | | | |
| C1.01 | MPOE/Data Room | 140 | - | 1 | 140 | |
| | Total, Net Area | | | | 140 | |
| | Grossing Factor (10%) | | | | 1.10 | |
| | **Total DGSF** | | | | **154** | |
| | | | | | | |
| | **Total DGSF - Shared Spaces** | | | | **154** | |
| | | | | | | |
| **C2.00** | **Exterior Areas** | | | | | |
| C2.01 | General Building Maintenance/Materials Shed | 150 | - | 1 | 150 | Prefab shed on site. |
| C2.02 | Parking | 600 | 1 | 30 | 18,000 | Shared between CRTs. 30 stalls. Vehicle circulation. |
| | **TOTAL SHARED EXTERIOR GSF** | | | | **18,150** | |

SECTION 5

# NARRATIVES

**DESIGN NARRATIVE**

1.1 CONSTRUCTION DATA:

A. R-4 Occupancy

B. Delayed egress to exterior and to public lobby

C. Type V-B wood framed, fully sprinklered

D. Both halves of building to be separated by a 2-hour fire wall

1.2 EXTERIOR FINISHES:

A. Walls shall comprised of:
1. 3-coat plaster over 2" minimum rigid insulation plus R-19 batt insulation in wall cavity
2. Hardi-siding over 2" minimum rigid insulation plus R-19 batt insulation in the wall cavity
3. 2x trim, painted

B. Windows shall be 1-inch insulated safety glazing

C. Roof shall be tile and accommodate a solar array

1.3 INTERIOR FINISHES:

A. Walls and ceilings shall be gyp. sheathing, painted, level 4 finish unless otherwise noted

B. Wall base shall be solid 1x8 wood trim

C. Wainscots and chair rails shall be applied in living areas as appropriate

D. Toilet areas shall have water resistant gyp. sheathing with tile wainscot to 6-feet

E. Showers shall have water resistant tile backer board with tile to ceiling

F. Flooring shall be LVT wood-look floor throughout unless otherwise noted

G. Showers shall have tile floors that slope to drain – ADA compliant as required

H. Countertops shall be solid surface with laminate lower and upper cabinets

1.4 FURNISHINGS:

A. Bedrooms shall have ligature resistant behavioral health furnishings

B. Public areas shall have residential furnishings

1.5 ANTI-LIGATURE ELEMENTS:

A. Door hardware

B. Grab bars

C. Shower heads

D. Shower curtains





E. Window blinds

F. Wall sconces (for reading) in bedrooms

G. All furniture and fixtures in areas where residents are alone (bedrooms, toilets, showers)

1.6 KITCHEN:

A. Refer to space list and plan for required appliances

B. The kitchen needs to be disabled accessible and meet health department requirements for food prep

C. All appliances shall be ADA compliant

D. Countertops shall be ADA compliant (or a percentage of the counters as allowed by ADA)

E. At least one of each type of sink shall be ADA compliant

F. A 3-compartment sink is required to meet health department requirements

G. A percentage of storage must meet ADA requirements

H. Knee space shall be provided below accessible sinks, ranges, and prep areas

I. Wall switches and outlets shall be ADA compliant (or a percentage as allowed by ADA)

**END OF SECTION**

**CIVIL DESIGN NARRATIVE**

**Site prep**: Pad elevations are expected to result in a balanced site with no significant import or export.

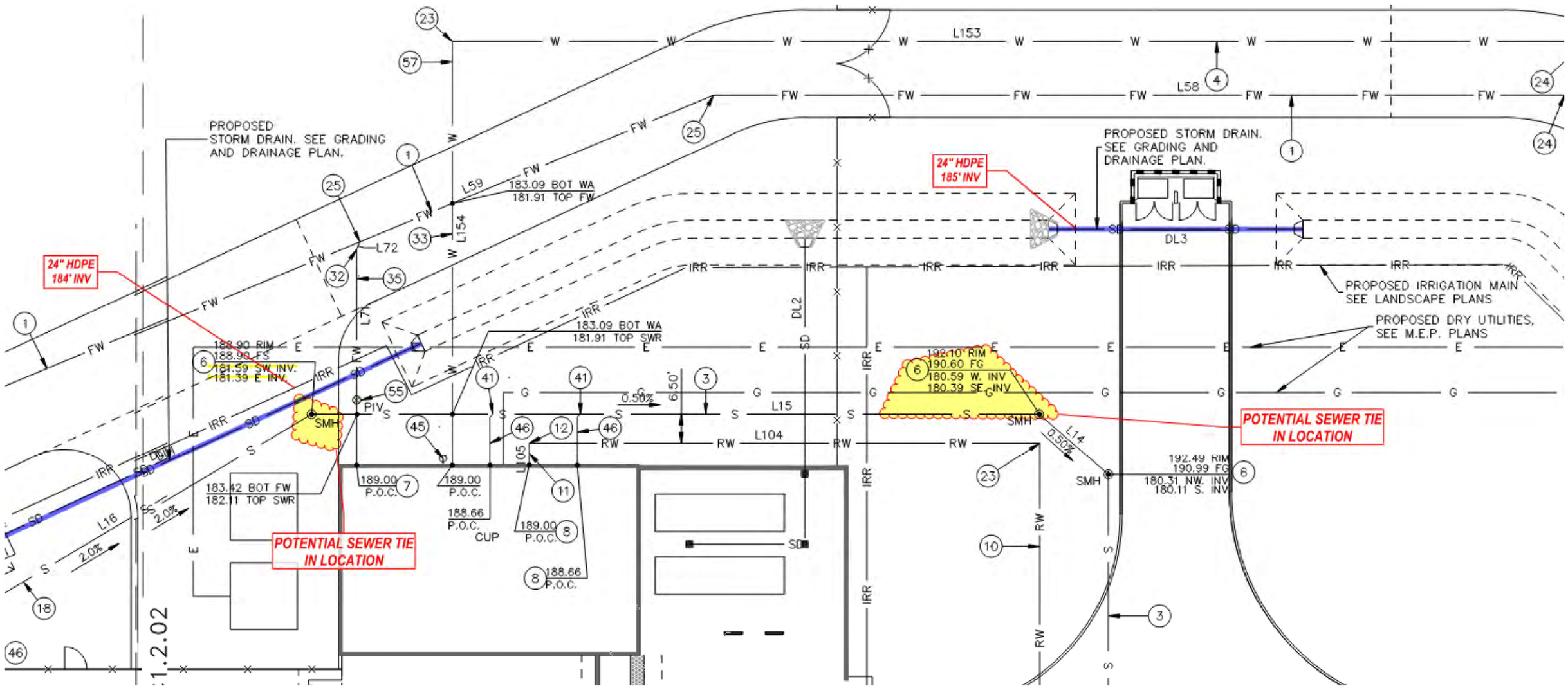
**Water**: Tie into existing on-site system that serves the jail. For cost, assume boosters needed, but will need to be confirmed through fire dept / pressure tests.

**Fire Water:** Assumed served from the same supply. For cost, assume boosters needed, but will need to be confirmed through fire dept / pressure tests.

**Sewer:** Tie into existing on-site system approximately 1000-ft away (500 to NBJ extension, another 500 to the existing jail). See Figure C1 below for potential connections. From analysis, it appears there is enough cover. Capacity will need to be verified with LCSD including all downstream points which would confirm the need of a holding basin to not exceed the system capacity.

**Storm Drain:** Site runoff would sheet flow south towards the existing flood control basin. Similarly to the NBJ situation, capacity would need to be confirmed. Additional grading to restore or increase storage may be required.

**END OF SECTION**


PROPOSED STORM DRAIN. SEE GRADING AND DRAINAGE PLAN.
24" HDPE 184' INV
24" HDPE 185' INV
PROPOSED STORM DRAIN. SEE GRADING AND DRAINAGE PLAN.
183.09 BOT WA
181.91 TOP FW
183.09 BOT WA
181.91 TOP SWR
183.42 BOT FW
182.11 TOP SWR
188.90 RIM
188.90 FS
181.59 SW INV.
181.39 E INV.
192.10 RIM
190.60 FG
180.59 W. INV
180.39 SE INV
192.49 RIM
190.99 FG
180.31 NW. INV
180.11 S. INV
PROPOSED IRRIGATION MAIN SEE LANDSCAPE PLANS
PROPOSED DRY UTILITIES, SEE M.E.P. PLANS
POTENTIAL SEWER TIE IN LOCATION
POTENTIAL SEWER TIE IN LOCATION
SMH
SMH
SMH
P.O.C.
CUP
L153
L58
L59
L154
L72
L15
L104
L105
L16
L14
DL2
DL3
0.50%
2.0%
6.50'

## HVAC DESIGN NARRATIVE

1.1 QUALITY ASSURANCE:

A. All drawings and calculations shall be prepared by and stamped and signed by a California licensed mechanical engineer. Engineer team shall have experience in projects of this scale, complexity and system types within last 5 years.

1.2 SYSTEM CONFIRMATION REQUIREMENTS:

A. Submit a narrative description of major systems proposed, along with design concepts and philosophy presented in the proposed design. Include description of how the proposed design achieves the goals and design guidelines for the project. Supplement as appropriate with graphic material to convey the design intent. Provide written description of any requested deviations from the Criteria Documents.

1.3 DESIGN PARAMETERS:

A. Summer Outdoor Design Temperature: 83 F / 65 F WB (ASHRAE 0.1%)

B. Winter Outdoor Design Temperature: 31 F (ASHRAE Median of Extremes)

C. Indoor Temperatures (Summer/Winter):

| | | |
|---|---|---|
| 1. | 75 F / 74 F | Dining, Conference, offices |
| 2. | 78 F / 72 F | Sleeping areas |
| 3. | 78 F / 70 F | Corridor, toilets |
| 4. | 75 F / 75 F | Data/MPOE (dedicated unit) |
| 5. | 78 F / 70 F | Storage |
| 6. | 90 F / 50 F | Electrical and mechanical rooms |

D. No humidification is required.

1.4 INTERNAL DESIGN LOAD REQUIREMENTS:

A. Lighting Loads: 0.8 watts per square foot minimum (overhead) and 0.2 watts per square foot (task lighting allowance) or actual design load, whichever is greater.

B. People Loads: Custody area: 150 square feet per person or based on actual count, whichever is greater. All other areas per California Energy Efficiency Standards.

C. Equipment Loads: 2.0 watts per square foot minimum custody areas, base other areas on actual load.

1.5 EXTERNAL DESIGN LOAD REQUIREMENTS:

A. Based on actual material and construction proposed using design temperatures above. Internal shading may not be used to reduce the load calculated.





1.6 VENTILATION REQUIREMENTS:

| | Area | Air Balance Relationship to Adjacent Spaces | Outside Air Minimum CFM Per Person | Exhaust Air Changes** |
|---|---|---|---|---|
| 1. | Corridors | Neutral | 20 | - |
| 2. | Living spaces, Offices | Neutral | 20 | - |
| 3. | Toilet Rooms | Negative | - | 12 |
| 4. | Mechanical Areas | Negative | - | 8 |
| 5. | Electrical Areas | Negative | - | 8 |

** provide 100% exhaust from rooms listed.

B. Outdoor air ventilation shall be introduced to each air conditioning system serving occupied spaces of the building. Supply shall be continuous which the building is occupied. A fixed quantity equating to a minimum of 0.15 CFM/SF or 15 CFM/person or, as described in the table above, shall be provided. The Design/Builder shall arrange and orient the outdoor air intakes to minimize the potential for contamination from plumbing vents, general building exhaust, trash areas, vehicular traffic and the like.

C. Ventilation during the construction processes: If the mechanical systems are used during the construction process, they shall be provided with return inlet filtration of sufficient efficiency so as not to contaminate the air distribution system. The HVAC systems shall be returned to like new condition, filters replaced with new and the warranties shall not begin until occupancy.

1.7 HVAC SYSTEM:

A. Provide central, variable-air-volume, rooftop air handling units (AHU) with hot water heating coils and chilled water coils.

B. AHU's shall have full 100% outdoor air economizer operation and minimum of MERV-13 filtration. Provide sufficient slope, drainage routes and maintenance access for condensate pans.

C. Initial HVAC equipment anticipated (to be verified by the design-builder) is as follows:
1. (1) 9,000 cfm unit to serve the East half of the building.
2. (1) 9,000 cfm unit to serve the West half of the building.

D. AHUs shall be ducted to terminal variable-air-volume boxes with hot water reheat. Boxes shall be zone for usage and occupancy. Provides zones as shown on criteria documents (approximately 20 zones per AHU is anticipated), and/or as agreed to with the Owner during design confirmation.

E. The shared MPOE/Data room shall be provided with a dedicated split AC unit. Unit status and space high temperature alarm shall report to the DDC control system.

F. Screen all rooftop mechanical equipment from critical view locations at the site.

1.8 HVAC DISTRIBUTION:

A. Provide a minimum of one supply air diffuser and one return register for each room.

B. Coordinate placement of grilles with light fixtures and sprinkler head locations, speakers, and smoke/security detectors. If transfer grilles are used, they should be arranged with lined ductwork between to minimize noise and light transmittance.

C. Coordinate exact locations of ceiling inlets and outlets with architectural reflected ceiling plans. Outlet neck velocities shall not exceed 600 FPM. Inlet neck velocities shall not exceed 500 FPM. In rooms larger than 500 sq. ft., airflow per diffuser shall not exceed 500 CFM and in rooms less than 500 sq. ft., air flow per diffuser shall not exceed 300 CFM. This does not apply to linear or other high volume specialty air outlets

D. Modulating damper velocities shall not exceed 1500 fpm. Use no duct smaller than 8 x 6 or 6" diameter.

E. Minimum overall air circulation rate in any occupied area shall be 0.6 cfm/SF.

F. Place grilles such that adequate mixing in space occurs and velocity in all areas of the occupied zone (3 feet to 7 feet above finished floor) is between 50 and 80 FPM.

G. Fully duct return system, no return plenums allowed.

1.9 DUCT DESIGN:

A. Duct design shall be in accordance with the latest edition and printing of the SMACNA HVAC Systems Duct Design Manual.

B. Duct shall be designed with operating economy in mind as a priority. Use the minimum coefficients whenever possible as well as following the following criteria. Supply air, return air and exhaust air duct velocities shall not exceed 1200 FPM and duct friction shall not exceed .08" WC per 100 feet except as noted otherwise.

C. Main supply duct velocities shall not exceed 1600 FPM and duct friction shall not exceed .15" WC per 100 feet.

D. Duct sizing shall be in accordance with a friction drop method per SMACNA and ASHRAE. Rectangular ductwork shall be designed with an aspect ratio as close to 1:1 as possible.

E. Use the minimum number of fittings possible. Use round duct where space permits. Whenever possible, use wye fittings for branch take-offs. When tees are required due to physical constraints, entry shall be 45 degrees.

F. Velocity shall be as equal as possible from main entry to branch exit.

G. Avoid poor fan entry and exit conditions. Duct lining shall be avoided when possible, but is allowed for noise control

H. No fiberglass ductboard systems shall be used.

I. Air distribution to and from mechanical units shall be via sheet metal ductwork with aluminum or stainless steel for damp areas such as shower rooms.

J. At a minimum, provide 1-inch acoustical duct lining for 10 feet from fans.

1.10 EXHAUST REQUIREMENTS:

A. Electrical and mechanical rooms shall be exhausted with a thermostatically controlled fan.

B. Provide 100% exhaust from toilet rooms, janitor rooms, trash rooms, laundry areas and other miscellaneous spaces with potential odorous storage or activity.

C. Cells with a toilet shall be exhausted at a minimum of 1 CFM per square foot or 50 CFM per toilet fixture whichever is greater.





1.11 HEATING HOT WATER SYSTEM

A. Heating hot water shall be all electric utilizing central heat pump water heaters.

B. Heating hot water heaters shall be located at either a local central utility plant or combined with the new central utility plant serving the housing unit expansion.

C. Piping shall be designed for low pressure loss with a maximum of 4 feet per 100 feet of pressure loss or 4 feet per second velocity. Central plant main piping can be sized for 6 feet per 100 feet of pressure loss or 6 feet per second velocity.

D. Mount equipment on isolation for vibration and noise control as required.

E. Coordinate equipment placement with building acoustical requirements.

F. The system equipment and pumps shall be configured with standby equipment to allow system operation during servicing.

1.12 CHILLED WATER SYSTEM

A. Chilled hot water shall be provided via high-efficiency, central air-cooled chillers.

B. Chillers shall be located at either a local central utility plant or combined with the new central utility plant serving the housing unit expansion.

C. Piping shall be designed for low pressure loss with a maximum of 4 feet per 100 feet of pressure loss or 4 feet per second velocity. Central plant main piping can be sized for 6 feet per 100 feet of pressure loss or 6 feet per second velocity.

D. Mount equipment on isolation for vibration and noise control as required.

E. Coordinate equipment placement with building acoustical requirements.

F. The system equipment and pumps shall be configured with standby equipment to allow system operation during servicing.

1.13 TEMPERATURE CONTROL SYSTEMS:

A. An automatic direct digital control (DDC) temperature control system capable of standalone operation shall be provided.

B. Systems shall be entirely automatic, requiring no manual operation.

C. Provide web interface for remote monitoring and adjustment.

D. All points shall be graphically displayed.

E. System shall be BACnet compatible.

F. The system shall be Honewell Spyer to match the County standard.

G. The system shall have capability to monitor all the building control points and perform setpoint adjustments from a central interface.

H. The system shall allow offsite monitoring, alarm reporting and setpoint adjustment via a web interface.

I. The system shall allow scheduling of the equipment operation.

J. Energy monitoring and trending of building uses shall be provided.

K. Typical air-handling unit control points shall include: Supply and return air temperature; status of all fans; damper position; supply, return and outside airflow; filter status; heating and cooling stages of operation; discharge air temperature and pressure. The unit will automatically shut down on freeze, high duct static or smoke alarms.

L. Hot water system control points will include: Hot water heater enable, status, fire rate, alarm; hot water loop supply and return temperature and differential pressure; pump enable, status.

M. Chiller water system control points will include: Chiller enable, status, percent load, alarm; chilled water loop supply and return temperature and differential pressure; pump enable, status.

N. Typical terminal reheat box control points include: Discharge air temperature, space temperature, space co2 where applicable, hot water valve position, damper control.

O. Exhaust fans shall be interlocked to run with the main system or via local thermostatic control.

P. Building maintenance personnel shall be instructed in all aspects of system operation, maintenance, scheduling, and setpoint adjustment.

1.14 CLOSEOUT:

A. Provide operation and maintenance manuals prepared in accordance with ASHRAE HVAC Operation and Maintenance Manual Guideline 43-1993. Provide as-built documentation of mechanical systems.

**END OF SECTION**





**PLUMBING DESIGN NARRATIVE**

1.1 FIXTURES:

A. Fixtures shall be as noted on architectural plans and room data sheets and additionally as required by referenced codes, program or other portion of Criteria Documents and project manuals.
1. Provide vitreous china lavatories and water closets.
2. Fixtures are to be low flow, hard-wired, sensor operated.
3. Water closets to be 1.28 gpf flush valve.
4. Sinks shall be stainless steel with sensor gooseneck faucets.
5. Provide water box for refrigerator ice makers.
6. Provide hookups for residential type laundry units.

B. Provide trap primers to all floor drains and floor sinks. Provide electric trap primers when located more than 50 feet from a quick closing valve.

C. Provide hose bibs at rooftop mechanical areas, mechanical equipment rooms, and every 100 FT around the building perimeter.

D. Janitor rooms shall be provided with a water connection stub for use by vendor supplied soap dispensers.

1.2 WASTE AND VENT PIPING:

A. Waste and vent systems for fixtures shall be sized in accordance with the current edition of the CPC and per ASPE Data Books Volumes 1 and 2 plus supplements (latest editions) where CPC is silent.

B. Piping shall be cast iron with waste lines gravity drained and sloped a minimum of ¼ inch per foot. Branch lines serving sinks only may be sloped at 1/8 inch per foot.

C. Route waste mains to site connections separately for each side of the building.

D. Drains for air conditioning system condensate shall be included and discharged to floor sinks or as allowed by CPC.

1.3 STORM DRAIN PIPING:

A. System shall be designed to 2-inches per hour rainfall rate.

B. The maximum area served by any drain shall be 6,000 SF of roof surface.

C. Architectural scuppers and downspouts to discharge to grade are acceptable.

D. Insulate roof drain bodies to prevent condensation.

E. Piping shall be cast iron.

1.4 NATURAL GAS:

A. The buildings shall be all electric with no natural gas use.

1.5 DOMESTIC HOT WATER:

A. Domestic hot water shall be supplied to all lavatories, sinks, and showers and sized per ASPE recommendations.

B. Domestic hot water shall be provided via central heat pump hot water heaters located at the central plant. The system equipment and pumps shall be configured with standby equipment to allow system operation during servicing.

C. Hot water will be recirculated at a maximum of 3 feet per second with an inline circulation pump. Provide balance valves and balance each circulation branch. Size recirculation rate to allow a maximum of 3 degree temperature loss.

D. Provide tempering valves and tempered water distribution to shower areas.

E. Piping shall be type-L copper. CPVC piping will not be allowed.

1.6 DOMESTIC COLD WATER:

A. Domestic cold water shall be sized per the current edition of the CPC and per ASPE Data Books Volumes 1 and 2 plus supplements (latest editions).

B. Domestic cold water shall be provided to the building from the site water system as discussed in the civil narrative.

C. The incoming water shall be softened with a central water softening system.

D. A triplex domestic water booster pump shall be provided at the central plant.

E. Provide sectionalizing valves to isolate each side of the building.

F. Provide heat trace for any piping subject to freezing conditions.

G. Provide water hammer arrestors in accordance with PDI recommendations.

H. Piping shall be type-L copper. CPVC piping will not be allowed.

1.7 INITIAL BUILDING CAPACITY ANALYSIS (TO BE VERIFIED BY THE DESIGN-BUILDER):

A. Domestic Cold Water (per side of building): 70 fixture units. 3-inch connection.

B. Domestic Hot water (per side of building): 42 GPM, 780 gallon/hour.

C. Sanitary Sewer (per side of building): 64 fixture units. 4-inch connection.

**END OF SECTION**





**FIRE SUPPRESSION DESIGN NARRATIVE**

1.1 DESCRIPTION

A. Fully automatic wet sprinkler system to cover all areas of the building and attached overhangs in accordance with NFPA 13 requirements.

1.2 HAZARD CLASSIFICATIONS:

A. Ordinary Group 1: Storage areas, Mechanical, Electrical.

B. Light Hazard: All other areas.

1.3 WATER SUPPLY:

A. Provide a hydraulic calculated system incorporating a 10 percent safety factor in design water pressure.

B. Locate the fire department pump truck connections in coordination with the local fire authority.

1.4 RISER REQUIREMENTS:

A. Fire sprinkler risers shall be located in a riser room accessible from the building exterior.

1.5 SIZING/DENSITY REQUIREMENTS:

A. Incorporate minimum density coverage in the design of the sprinkler system in accordance with NFPA 13 requirements.

1.6 FREEZE PROTECTION:

A. Sprinkler piping that is subject to freezing conditions including piping in overhang areas, and un-conditioned spaces shall be provided with freeze protection.

1.7 HEAD TYPES:

A. Provide semi-recessed heads at public areas, and pendant at back-of house areas.

B. Provide head guards in storage areas and where heads are subject to damage.

C. Provide high heat heads in the Data room..

D. Sprinkler heads are not required at non-combustible concealed spaces.

**END OF SECTION**

**ELECTRICAL DESIGN NARRATIVE**

1.1 QUALITY ASSURANCE

A. All drawings and calculations shall be prepared by and stamped and signed by a California licensed electrical engineer. Engineer team shall have experience in projects of this scale, complexity and system types within last 5 years.

1.2 SCOPE OF NARRATIVE

A. Building will be located on northwest portion of site.
   1. Two male wings.
   2. Two female wings.
   3. Two admin wings.
   4. Living/programs areas.
   5. Support rooms.

B. New Frontier and Comcast fiber.

C. Net zero building using power generated by onsite PV system - NIC.

D. New PG&E service.

E. Connect to onsite Photovoltaic solar system.

F. Transfer switch for portable natural gas generator - NIC.

G. HVAC equipment connections.

H. Plumbing equipment connections.

I. Vandal resistant lighting throughout the facility.

J. Anti-ligature devices throughout P.I.C. areas.

K. Outdoor security lighting.

L. Fire alarm system.

M. Security system.
   1. Cameras.
   2. Door control.
   3. Sensors.

N. Data/communications:
   1. Single MPOE.
   2. MDF at MPOE.
   3. IDF at MPOE.
   4. Wireless access points.
   5. Data outlets.

1.3 MAIN ELECTRICAL SYSTEM PRELIMINARY SIZING

A. 80,000 SF x 3VA/SF lighting. = 240KVA

B. 80,000 SF x 1.5VA/SF general receptacles. = 120KVA





C. 80,000 SF x 10VA/SF HVAC. = 800MVA

D. Heat pump water heaters. = 40KVA

E. Security lighting. = 10KVA

F. Subtotal = 1.21MVA

1,600 amp, 277/480 volt 3 phase 4 wire PG&E service is recommended.

1.4 HVAC EQUIPMENT CONNECTIONS

A. Connect two, 9,000 CFM rooftop AHUs.

B. Connect dedicated, split AC system for shared MPOE room.

C. Connect 50-ton chiller with two separate circuits.

D. Connect chilled water and hot water pumps.

E. Connect VAV units throughout both building parts.

F. Connect exhaust fans:
   1. Mechanical and electrical rooms.
   2. Toilet rooms.
   3. Janitor's room.
   4. Laundry areas.
   5. Trash rooms.

G. Connect DDC and EMS controls.

1.5 PLUMBING EQUIPMENT CONNECTIONS

A. Connect heat pump water heaters.

B. Connect electric boilers.

C. Connect electric point-of-use water heaters.

1.6 INDOOR LIGHTING

A. Provide lighting in each sleeping room.

B. Provide lighting in corridors.

C. Provide lighting in common areas.

D. Provide lighting in support areas.

E. Light levels shall comply with IES standards.

F. Provide lighting controls.

G. Light fixtures shall be high efficiency LED.

H. Light fixtures shall be vandal-resistant.

1.7 OUTDOOR LIGHTING

A. Provide lighting at all entrances/exits.

B. Provide lighting in outdoor courtyards.

C. Provide lighting along site perimeter.

D. Provide parking lot lighting.

E. Provide lighting controls.

F. Light fixtures shall be high efficiency LED.

1.8 FIRE ALARM SYSTEM

A. System shall be fully activated and addressable.

B. System shall comply with NFPA 72.

C. Accessible notification devices and initiation devices shall have vandal-resistant covers.

1.9 SECURITY SYSTEM

A. Security system shall meet County standards.

B. Cameras shall be located to provide views of common areas.

C. Card readers are provided at the entry from the public area, gates in the courtyard, and entries to the administration area.

D. Alarms shall comply with County requirements.

E. Security devices in accessible areas shall be vandal-resistant.

1.10 DATA COMMUNICATIONS

A. There shall be one, single MPOE where fiber service terminates.

B. Each building part shall have an MDF.

C. Each department shall have IDFs.

D. Cabling between MDFs and IDFs shall be single node fiber.

E. Cabling from IDFs to Wireless Access Points shall be Cat 6A.

F. Cabling to all data outlets shall be Cat 6A.

G. County data/comm. standards shall be followed for all equipment and cabling requirements.

**END OF SECTION**

SECTION 6

# COST ESTIMATE

## PREFACE TO OPINION OF PROBABLE COST

The Opinion of Probable Cost hereunder has been compiled from drawings and specifications believed to be an accurate portrayal of the project as drawn and indicated by the architect and/or engineers on drawings. If said drawings and specifications are incomplete, the project cost engineer has included those items which would usually appear in final drawings and specifications for a complete project in a manner ordinarily prudent under the circumstances. Specialty items unknown to the cost engineer will not normally be included unless communicated through the architect and/or engineers.

The user is cautioned that changes in the scope of the project or the drawings and specifications after the Opinion of Probable Cost has been submitted can cause cost changes and the cost engineer should be notified for appropriate addenda to be issued to the Opinion of Probable Cost.

Escalation has been added to the Opinion of Probable Cost to the anticipated start of construction on the whole project. The escalation is based on a starting date believed to be accurate; however, unwarranted delays should be cause for added escalation at the current rate.

The Opinion of Probable Cost has also been adjusted for geographical location based on local material and labor rates as well as local construction practice in a prevailing wage environment.

In the Current Buyer's market for construction, our experience shows the following results on competitive bids, as a differential from final Opinion of Probable Cost.

| | |
|---|---|
| 1 Bid, (Sole Sourced or Negotiated) | + 15% to +38% |
| 2 - 3 Bids | + 8% to +12% |
| 4 - 5 Bids | + 4% to - 4% |
| 6 - 7 Bids | - 5% to - 7% |
| 8 or more bids | - 8% to - 20% |

***Accordingly, it is extremely important that the owner maintain continuous contact with the bidders during the bid period to assure a minimum of 4 - 5 Bids***

**Opinion of Probable Cost**

An Opinion of Probable Cost shall be construed as an indefinite evaluation of cost based on similar structures, produced from plans and/or criteria during early stages of design commonly indicated as schematic or concept level. The cost engineer will add items which are not on the plans and use judgment but cannot know in total what the architect/engineer will later include.

In providing Opinion of Probable Costs, the Client understands that the consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's Opinion of Probable Costs are made on the basis of the Consultant's professional judgment and experience and historical costs and data as the basis of pricing. The Consultant does not provide warranty or expressedly imply the bids or the negotiated cost of the work will not vary from the Consultant's Opinion of Probable Cost.

The Opinion of Probable Cost is comprised of a survey of the quantities measured from the plans and specifications beyond the schematic stage commonly known as design development or working drawings. The estimator will add those items which may not appear on the plans but which he deems may later be included by the Architect & Engineers.
The total cost is based on the work being performed by a single prime contractor in a continuous phase with construction.

The Opinion of Probable Cost will make the assumption that the following will be covered separately or not required for this project, unless specifically noted.

1. Hazardous abatement
2. Offsite work
3. Utility company fees, unless otherwise noted.
4. Any unforeseen subterranean conditions or objects

**CONTINGENCY**

The Owner and the Consultant agree that certain costs and changes may be required, and therefore, the final construction cost of the Project may exceed the Opinion of Probable Cost.

**BID**

An offer to enter into a contract at a fixed price good for a limited length of time.

**SOFT COSTS - Not included in Current Cost Estimate**



**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

Sierra West Group
CONSTRUCTION CONSULTANTS

**COMPLETE SUMMARY**

**ARCHITECT:** Nacht & Lewis

GROSS SF: 15,460
DATE: 7-Oct-25

| CURRENT ESTIMATE | GFA | | TOTAL COST | BLDG $/GSF | TOTAL BLDG $/GSF |
|---|---|---|---|---|---|
| | | | | GROSS SF: | 15,460 |
| SITE WORK | | | $3,398,812 | | |
| OFF SITE WORK | | | NOT ANTICIPATED | | |
| CRISIS RESIDENTIAL FACILITY | 15,460 | SF | $10,000,600 | $866.71 | |
| **SUBTOTAL CONSTRUCTION** | **15,460** | SF | **$13,399,412** | **$866.71** | |
| 19.0 GENERAL CONDITIONS | | 8.0% | $1,071,953 | $69.34 | |
| 20.0 CONTINGENCY | | 15.0% | $2,170,705 | $140.41 | |
| 21.0 DBE DELIVERY MARK UP STRUCTURE | | | NOT ANTICIPATED | | |
| 22.0 OVERHEAD & PROFIT | | 5.0% | $832,103 | $53.82 | |
| 23.0 BONDS AND INSURANCE | | 2.0% | $349,483 | $22.61 | |
| **DBB DELIVERY** EXCLUDES - BLDR'S RISK INS., CCIP/ SUB DEFAULT INSURANCE | | | | | |
| **SUBTOTAL MARK UPS** | | | **$4,424,244** | **$286.17** | |
| **SUBTOTAL CONSTRUCTION - TODAY'S DOLLARS** | | | **$17,823,656** | **$1,152.89** | $1,152.89 |
| | Months | Monthly Inflation | | | |
| Escalation to January 2027 from Estimate Preparation Date (8% Annual) | 14 | 0.67% | $1,663,541 | $107.60 | $107.60 |
| **TOTAL COST OF CONSTRUCTION ON BID DAY** | **15,460** | | **$19,487,197** | **$1,260.49** | |

| ALTERNATE | TOTAL W. MARK UP'S |
|---|---|
| EMERGENCY GENERATOR - 500KVA | **$899,359** |
| **TOTAL COST OF CONSTRUCTION ON BID DAY** | **$20,386,556** **$1,318.66** |

**County of Santa Barbara**
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## COMPONENT COST SUMMARY

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25

| SYSTEM | CRISIS RESIDENTIAL FACILTY | | COST W/O MARK UP | $/GSF |
|---|---|---|---|---|
| | SITE WORK | | $3,398,812 | $219.85 |
| **TOTAL SITE WORK** | | | **$3,398,812** | **$219.85** |
| 1.0 | FOUNDATION | | $243,350 | $15.74 |
| 2.0 | VERTICAL STRUCTURE | | $145,490 | $9.41 |
| 3.0 | FLOOR & ROOF STRUCTURE | | $407,250 | $26.34 |
| 4.0 | EXTERIOR CLADDING | | $2,147,660 | $138.92 |
| 5.0 | ROOFING | | $258,360 | $16.71 |
| **SHELL** | | | **$3,202,110** | **$207.12** |
| 6.0 | INTERIOR PARTITION | | $1,512,437 | $97.83 |
| 7.0 | INTERIOR FINISHES | | $482,802 | $31.23 |
| **INTERIORS** | | | **$1,995,239** | **$129.06** |
| 8.0 | MISC. EQUIPMENT | | $569,715 | $36.85 |
| **FUNC. EQUIPMENT** | | | **$569,715** | **$36.85** |
| 10.0 | PLUMBING | | $720,000 | $46.57 |
| 11.0 | HVAC | | $1,233,186 | $79.77 |
| 12.0 | ELECTRICAL | | $2,048,450 | $132.50 |
| **MECHANICAL / ELECTRICAL** | | | **$4,233,536** | **$273.84** |
| **TOTAL BUILDING** | | | **$10,000,600** | **$646.87** |
| **SUBTOTAL SITE WORK AND BUILDING CONSTRUCTION** | | | **$13,399,412** | **$866.71** |
| 19.0 | GENERAL CONDITIONS | 8.0% | $1,071,953 | $69.34 |
| 20.0 | CONTINGENCY | 15.0% | $2,170,705 | $140.41 |
| 22.0 | OVERHEAD & PROFIT | 5.0% | $832,103 | $53.82 |
| 23.0 | BONDS AND INSURANCE | 2.0% | $349,483 | $22.61 |
| **SUBTOTAL MARK UPS** | | | **$4,424,244** | **$286.17** |
| **SUBTOTAL CONSTRUCTION - TODAY'S DOLLARS** | | | **$17,823,656** | **$1,152.89** |
| **TOTAL CONSTRUCTION IN TODAY'S DOLLAR** | | | **$17,823,656** | **$1,152.89** |



**County of Santa Barbara**
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CONSTRUCTION CONSULTANTS

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
BY: J. Moreno

**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | MOBILIZATION | 1 | LOT | $25,000.00 | $25,000 | $1.62 |
| | | CLEAR & GRUB | 80,000 | SF | $1.00 | $80,000 | $5.17 |
| | | MISCELLANEOUS DEMOLITION | 1 | LS | $10,000.00 | $10,000 | $0.65 |
| **205.0** | **1.0** | **SUBTOTAL-SITE DEMOLITION** | **15,460** | **SF** | | **$115,000** | **$7.44** |
| | | SITE SURVEY | 80,000 | SF | $0.60 | $48,000 | $3.10 |
| | | WINTERIZATION | 80,000 | SF | $0.25 | $20,000 | $1.29 |
| | | OVER EXCAVATION TO BLDG PADS- 3' D | 2,400 | CYDS | $25.00 | $60,000 | $3.88 |
| | | ENGINEERED FILL TO BLDG PADS- 3' D | 2,400 | CYDS | $40.00 | $96,000 | $6.21 |
| | | OFF HAUL OVER EXCAVATIONS | 221 | CYDS | $30.00 | $6,630 | $0.43 |
| | | SCARIFY, WATER AND COMPACT SUBGRADE | 53,652 | SF | $1.00 | $53,652 | $3.47 |
| | | FINE GRADING TO SITE | 55,922 | SF | $1.50 | $83,883 | $5.43 |
| **220.0** | **14.0** | **SUBTOTAL-EXCAVATION, FILL AND GRADING** | **15,460** | **SF** | | **$368,165** | **$23.81** |
| | | **STORM DRAIN - SURFACE DRAIN** | 55,922 | SF | $1.50 | $83,883 | $5.43 |
| | | **EROSION CONTROL** | 1 | LOT | $27,961.00 | $27,961 | $1.81 |
| | | **SANITARY SEWER** | 780 | LF | $150.00 | $117,000 | $7.57 |
| | | ADD - 1200GAL GREASE INTERCEPTOR | 1 | EA | $15,000.00 | $15,000 | $0.97 |
| | | **DOMESTIC/ FIRE WATER** | 240 | LF | $250.00 | $60,000 | $3.88 |
| | | ADD - BOOSTER PUMP AT CENTRAL PLANT | 1 | LOT | $175,000.00 | $175,000 | $11.32 |
| | | ADD - WATER SOFTNER | 1 | LOT | $45,000.00 | $45,000 | $2.91 |
| | | **LOCAL CENTRAL PLANT AND HYDRONIC PIPING** | | | | | |
| | | UTILITY ENCLOSURE | 300 | SF | $250.00 | $75,000 | $4.85 |
| | | CENTRAL PLANT EQUIPMENT - HEATING AND COOLING | 50 | TONS | $3,000.00 | $150,000 | $9.70 |
| | | ROUGH IN PIPING, PUMPS AND ELECTRICAL | 50 | TONS | $2,500.00 | $125,000 | $8.09 |
| | | **SITE LIGHTING** | 53,652 | SF | $3.00 | $160,956 | $10.41 |
| | | **SITE POWER** | | | | | |
| | | ROAD CROSSING COORDINATION | 1 | LOT | $30,000.00 | $30,000 | $1.94 |
| | | TRENCH AND BACKFILL | 500 | LF | $100.00 | $50,000 | $3.23 |
| | | PRIMARY RACEWAYS ONLY | 500 | LF | $150.00 | $75,000 | $4.85 |
| | | PULL BOXES | 2 | EA | $4,500.00 | $9,000 | $0.58 |
| | | SECONDARY FEEDER- 800A | 200 | LF | $350.00 | $70,000 | $4.53 |
| | | **EMERGENCY POWER - SINGLE 500KVA** | 15,460 | SF | $40.00 | PORTABLE | |
| | | **TELECOMMUNICATION/ DATA** | 500 | LF | $95.00 | $47,500 | $3.07 |
| **277.0** | **15.0** | **SUBTOTAL- SITE UTILITIES** | **15,460** | **SF** | | **$1,374,800** | **$88.93** |

**County of Santa Barbara**
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**Schematic Design Estimate**

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
BY: J. Moreno

**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | CONCRETE PAVING- WALKS | 18,252 | SF | $15.00 | $273,780 | $17.71 |
| | | CONCRETE PAVING- VEHICLE SECTION | 540 | SF | $25.00 | $13,500 | $0.87 |
| | | TIE INTO (E) AC PAVING | 96 | LF | $35.00 | $3,360 | $0.22 |
| | | AC PAVING | 34,500 | SF | $12.00 | $414,000 | $26.78 |
| | | CURB RAMPS | 360 | SF | $45.00 | $16,200 | $1.05 |
| | | DETECTABLE WARNING PAVERS | 120 | SF | $65.00 | $7,800 | $0.50 |
| | | CONCRETE CURBS | 2,490 | LF | $36.50 | $90,885 | $5.88 |
| | | ADD - ENTRY ENHANCEMENT | 1,000 | SF | $10.00 | $10,000 | $0.65 |
| | | ADD - COURTYARD ENHANCEMENT | 3,500 | SF | $20.00 | $70,000 | $4.53 |
| | | STRIPING- 4" | 470 | LF | $5.00 | $2,350 | $0.15 |
| | | STRIPING- BULK | 1,150 | SF | $6.00 | $6,900 | $0.45 |
| | | ADA/ EVC PARKING SIGNAGE | 9 | EA | $650.00 | $5,850 | $0.38 |
| | | OUTDOOR VISITATION FENCING/ GATES | 300 | LF | $650.00 | $195,000 | $12.61 |
| | | PERIMETER FENCING/ GATES | 860 | LF | $250.00 | $215,000 | $13.91 |
| | | STORAGE SHEDS | 350 | SF | $50.00 | $17,500 | $1.13 |
| | | BASIC MONUMENT | 1 | LOT | $25,000.00 | $25,000 | $1.62 |
| | | TRASH ENCLOSURE | 1 | LOT | $75,000.00 | $75,000 | $4.85 |
| | | LANDSCAPING & IRRIGATION | 2,270 | SF | $15.00 | $34,050 | $2.20 |
| | | MULCH/ MINIMAL PLANTING/ NO IRRIGATION | 8,084 | SF | $8.00 | $64,672 | $4.18 |
| **299.0** | **16.0** | **SUBTOTAL-GENERAL SITE WORK** | **15,460** | **SF** | | **$1,540,847** | **$99.67** |
| | | EXCAVATION/ OFF HAUL TO FOUNDATIONS | 221 | CYDS | $150.00 | $33,150 | $2.14 |
| | | FOOTINGS- CONTINUOUS/ GRADE BEAMS | 216 | CYDS | $950.00 | $205,200 | $13.27 |
| | | FOOTINGS- ISOLATED | 5 | CYDS | $1,000.00 | $5,000 | $0.32 |
| **310.0** | **1.0** | **SUBTOTAL-CONCRETE FOUNDATIONS** | **15,460** | **BLDGSF** | | **$243,350** | **$15.74** |
| | | SLAB ON GRADE- 5" | 15,460 | SF | $22.50 | $347,850 | $22.50 |
| | | CURBING | 920 | LF | $45.00 | $41,400 | $2.68 |
| | | HOLDOWNS | 40 | EA | $450.00 | $18,000 | $1.16 |
| **310.0** | **3.0** | **SUBTOTAL-SLAB ON GRADE** | **15,460** | **FLSF** | | **$407,250** | **$26.34** |
| | | EXTERIOR WALL ASSEMBLIES | 9,429 | SF | $90.00 | $848,610 | $54.89 |
| **410.0** | **4.0** | **SUBTOTAL-EXTERIOR WALLS** | **9,429** | **SF** | | **$848,610** | **$54.89** |
| | | INTERIOR WALLS | 18,440 | SF | $40.00 | $737,600 | $47.71 |
| | | GYPSUM BOARD TO WALLS- IMPACT RESISTANT | 13,968 | SF | | INCLUDED ABOVE | |
| **410.0** | **6.0** | **SUBTOTAL-INTERIOR WALLS** | **18,440** | **SF** | | **$737,600** | **$47.71** |
| | | STRUCTURAL STEEL | 1 | LOT | $100,490.00 | $100,490 | $6.50 |
| **510.0** | **2.0** | **SUBTOTAL-STRUCTURAL STEEL** | **10.0** | **TONS** | | **$100,490** | **$6.50** |



**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
BY: J. Moreno

**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | MISCLELLANEOUS METALS | 1 | LOT | $45,000.00 | $45,000 | $2.91 |
| **550.0** | **2.0** | **SUBTOTAL-MISC. METALS** | **15,460** | **BLDGSF** | | **$45,000** | **$2.91** |
| | | ROOF FRAMING/ SHEARWALLS/ BEAMS/ POSTS | 17,780 | SF | $55.00 | $977,900 | $63.25 |
| **610.0** | **4.0** | **SUBTOTAL-ROUGH CARPENTRY** | **15,460** | **BLDGSF** | | **$977,900** | **$63.25** |
| | | BATT INSULATION- R-38 TO ROOF/ CLG | 15,460 | SF | $3.50 | $54,110 | $3.50 |
| **720.0** | **6.0** | **SUBTOTAL-INSULATION** | **15,460** | **SF** | | **$54,110** | **$3.50** |
| | | COMPOSITION SHINGLE ROOFING | 17,780 | SF | $8.00 | $142,240 | $9.20 |
| | | VAPOR BARRIER | 17,780 | SF | $1.50 | $26,670 | $1.73 |
| **740.0** | **5.0** | **SUBTOTAL- ROOFING** | **17,780** | **RFSF** | | **$168,910** | **$10.93** |
| | | ROOF ACCESSORIES AND FLASHINGS | 17,780 | SF | $1.00 | $17,780 | $1.15 |
| | | FASCIA FLASHING | 910 | LF | $8.00 | $7,280 | $0.47 |
| | | GUTTERS & DOWNSPOUTS | 1,030 | LF | $40.00 | $41,200 | $2.66 |
| **760.0** | **5.0** | **SUBTOTAL-SHEET METAL FLASHING** | **17,780** | **RFSF** | | **$66,260** | **$4.29** |
| | | CAULKING AND SEALANTS | 15,460 | SF | $1.50 | $23,190 | $1.50 |
| **790.0** | **5.0** | **SUBTOTAL-CAULK & SEALANTS** | **15,460** | **BLDGSF** | | **$23,190** | **$1.50** |
| | | DOORS, FRAMES & HARDWARE | 15 | EA | $8,500.00 | $127,500 | $8.25 |
| **810.0** | **4.0** | **SUBTOTAL-DOORS/FRAMES/HDWR - EXT.** | **15** | **DRS** | | **$127,500** | **$8.25** |
| | | DOORS, FRAMES & HARDWARE | 72 | EA | $3,500.00 | $252,000 | $16.30 |
| **810.0** | **6.0** | **SUBTOTAL-DOORS/FRAMES/HDWR - INT.** | **72** | **DRS** | | **$252,000** | **$16.30** |
| | | EXTERIOR GLAZING | 646 | SF | $300.00 | $193,650 | $12.53 |
| **830.0** | **4.0** | **SUBTOTAL-EXTERIOR GLAZING** | **646** | **SF** | | **$193,650** | **$12.53** |
| | | INTERIOR GLAZING- BALLISTIC RESIST. L3- TRANSACTION | 48 | SF | $750.00 | $36,000 | $2.33 |
| | | INTERIOR GLAZING- TRANSACTION AT MEDS | 24 | SF | $550.00 | $13,200 | $0.85 |
| | | INTERIOR GLAZING- AT KITCHEN | 67 | SF | $150.00 | $10,050 | $0.65 |
| **840.0** | **7.0** | **SUBTOTAL-INTERIOR GLAZING** | **139** | **SF** | | **$59,250** | **$3.83** |

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**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
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**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | GYPSUM BOARD CEILINGS | 15,045 | SF | $6.00 | $90,270 | $5.84 |
| | | GYPSUM BOARD CEILINGS & FRAMING- IMPACT RESISTAN | 4,976 | SF | $30.00 | $149,280 | $9.66 |
| **910.0** | **6.0** | **SUBTOTAL-DRYWALL,ACOUSTIC - CEILING** | **20,021** | **SF** | | **$239,550** | **$15.49** |
| | | CERAMIC TILE- FLOORS | 304 | SF | $30.00 | $9,120 | $0.59 |
| | | CERAMIC TILE- BASE | 140 | LF | $24.00 | $3,360 | $0.22 |
| | | CERAMIC TILE- WALLS | 4,448 | SF | $28.00 | $124,544 | $8.06 |
| **930.0** | **7.0** | **SUBTOTAL-CERAMIC TILE** | **4,752** | **SF** | | **$137,024** | **$8.86** |
| | | GLUE-UP ACOUSTICAL TILES | 14,741 | SF | $8.00 | $117,928 | $7.63 |
| **950.0** | **7.0** | **SUBTOTAL-ACOUSTICAL TILE** | **14,741** | **SF** | | **$117,928** | **$7.63** |
| | | MIXED FLOORING AND BASE | 13,980 | SF | $10.00 | $139,800 | $9.04 |
| | | EPOXY FLOORING | 720 | SF | $40.00 | $28,800 | $1.86 |
| **965.0** | **7.0** | **SUBTOTAL-FLOORING** | **14,700** | **FLSF** | | **$168,600** | **$10.91** |
| | | PAINT TO GYPSUM BOARD | 58,194 | SF | $1.75 | $101,840 | $6.59 |
| | | EXTERIOR SEALANTS/ PAINT | 9,429 | SF | $3.00 | $28,287 | $1.83 |
| | | WALL PANELING - ALLOWANCE | 15,460 | SF | $5.00 | $77,300 | $5.00 |
| | | PAINT TO DOORS & FRAMES | 87 | EA | $250.00 | $21,750 | $1.41 |
| **990.0** | **6.0** | **SUBTOTAL-PAINT/ WALL COVERING** | **15,460** | **BLDGSF** | | **$229,177** | **$14.82** |
| | | GRAB BARS | 14 | PRS | $315.00 | $4,410 | $0.29 |
| | | TOILET PAPER DISPENSERS | 14 | EA | $200.00 | $2,800 | $0.18 |
| | | SEAT COVER DISPENSERS | 14 | EA | $200.00 | $2,800 | $0.18 |
| | | SANITARY NAPKIN DISPOSALS | 9 | EA | $100.00 | $900 | $0.06 |
| | | NAPKIN VENDORS | 2 | EA | $550.00 | $1,100 | $0.07 |
| | | SOAP DISPENSERS | 14 | EA | $125.00 | $1,750 | $0.11 |
| | | MIRRORS | 14 | EA | $250.00 | $3,500 | $0.23 |
| | | PAPER TOWEL DISPENSERS | 14 | EA | $250.00 | $3,500 | $0.23 |
| | | MOP RACKS | 2 | EA | $350.00 | $700 | $0.05 |
| | | ADA SHOWER SEATS | 4 | EA | $400.00 | $1,600 | $0.10 |
| **1010.0** | **8.0** | **SUBTOTAL-TOILET ACCESSORIES** | **15,460** | **BLDGSF** | | **$23,060** | **$1.49** |



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**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | ASSISTIVE LISTENING SYSTEM | 2 | LOT | $3,500.00 | $7,000 | $0.45 |
| | | ALS - PORTABLE | 2 | LOT | $5,000.00 | $10,000 | $0.65 |
| | | DOOR SIGNAGE | 87 | EA | $200.00 | $17,400 | $1.13 |
| | | WINDOW COVERINGS | 632 | SF | $15.00 | $9,480 | $0.61 |
| | | MAGNOMETER ENTRY SECURITY PASS THRU | 2 | EA | $35,000.00 | $70,000 | $4.53 |
| | | FIRE EXTINGUISHERS/ CABINETS | 6 | EA | $500.00 | $3,000 | $0.19 |
| | | DORM FURNISHINGS | 32 | EA | | OFOI | |
| | | STAFF/ LOBBY LOCKERS - 1/2 SIZE | 16 | EA | $650.00 | $10,400 | $0.67 |
| | | KITCHEN EQUIPMENT | 2 | LOT | $95,000.00 | $190,000 | $12.29 |
| | | DRY STORAGE RACKS | 54 | LF | $250.00 | $13,500 | $0.87 |
| | | LAUNDRY EQUIPMENT | 2 | LOT | $12,500.00 | $25,000 | $1.62 |
| | | INTERVIEW EQUIPMENT | 2 | LOT | $25,000.00 | $50,000 | $3.23 |
| **1099.0** | **8.0** | **SUBTOTAL-MISCELLANEOUS SPECIALTIES** | **15,460** | **BLDGSF** | | **$405,780** | **$26.25** |
| | | BASE CABINETS W/ COUNTERTOPS | 137 | LF | $550.00 | $75,075 | $4.86 |
| | | UPPER CABINETS | 30 | LF | $315.00 | $9,450 | $0.61 |
| | | BRACED COUNTERTOPS- 2.5' D | 10 | LF | $250.00 | $2,500 | $0.16 |
| | | BRACED COUNTERTOPS- 2' D | 175 | LF | $200.00 | $35,000 | $2.26 |
| | | BRACED COUNTERTOPS- 12" D | 22 | LF | $175.00 | $3,850 | $0.25 |
| | | STAFF/ NURSE STATIONS- DUAL HGT/ FACED | 20 | LF | $750.00 | $15,000 | $0.97 |
| **1160.0** | **8.0** | **SUBTOTAL-CASEWORK** | **15,460** | **BLDGSF** | | **$140,875** | **$9.11** |
| | | FIRE PROTECTION | 15,460 | SF | $15.00 | $231,900 | $15.00 |
| **1530.0** | **13.0** | **SUBTOTAL-FIRE PROTECTION** | **15,460** | **BLDGSF** | | **$231,900** | **$15.00** |
| | | PLUMBING FIXTURES | 48 | FIX | $15,000.00 | $720,000 | $46.57 |
| **1544.0** | **10.0** | **SUBTOTAL-PLUMBING** | **48** | **FIX** | | **$720,000** | **$46.57** |

**County of Santa Barbara**
**North County Branch Jail - Crisis Residential Facility**
**Schematic Design Estimate**

Sierra West Group
CONSTRUCTION CONSULTANTS

**ARCHITECT:** **Nacht & Lewis**

GROSS SF: 15,460
DATE: 7-Oct-25
BY: J. Moreno

**CRISIS RESIDENTIAL FACILITY**

| TRADE | SYSTEM | DESCRIPTION | QUAN. | UNIT | UNIT COST | TOTAL | COST/GSF |
|---|---|---|---|---|---|---|---|
| | | **HVAC** | | | | | |
| | | AIR HANDLERS | 50 | TONS | $6,042.00 | $302,100 | $19.54 |
| | | SPLIT SYSTEMS | 4 | TONS | $8,000.00 | $32,000 | $2.07 |
| | | DOAS TO KITCHEN | 2,000 | CFM | $20.00 | $40,000 | $2.59 |
| | | VAV UNITS | 40 | EA | $2,500.00 | $100,000 | $6.47 |
| | | EXHAUST FANS | 15,460 | CFM | $5.00 | $77,300 | $5.00 |
| | | CONTROLS | 15,460 | SF | $7.50 | $115,950 | $7.50 |
| | | **ROUGH IN** | 15,460 | SF | $20.00 | $309,200 | $20.00 |
| | | CONDENSATE PIPING | 15,460 | SF | $1.20 | $18,552 | $1.20 |
| | | HYDRONIC PIPING- HWS&R | 15,460 | SF | $10.00 | $154,600 | $10.00 |
| | | COMMISSIONING | 15,460 | SF | $1.00 | $15,460 | $1.00 |
| | | PIPING IDENTIFICATION | 15,460 | SF | $0.20 | $3,092 | $0.20 |
| | | FIRE STOPPING | 15,460 | SF | $0.50 | $7,730 | $0.50 |
| | | SEISMIC SUPPORT | 15,460 | SF | $0.70 | $10,822 | $0.70 |
| | | PENETRATIONS/ CURBING/ RIGGING | 15,460 | SF | $1.00 | $15,460 | $1.00 |
| | | TEST AND BALANCE | 15,460 | SF | $2.00 | $30,920 | $2.00 |
| **1546.0** | **11.0** | **SUBTOTAL-HVAC** | **15,460** | **BLDGSF** | | **$1,233,186** | **$79.77** |
| | | **LIGHTING** | 15,460 | SF | $40.00 | $618,400 | $40.00 |
| | | **POWER - TWO SEPARATE ELECTRICAL SERVICES** | 15,460 | SF | $40.00 | $618,400 | $40.00 |
| | | **DATA/ SIGNAL** | 15,460 | SF | $15.00 | $231,900 | $15.00 |
| | | **SECURITY** | 15,460 | SF | $30.00 | $463,800 | $30.00 |
| | | **FIRE ALARM** | 15,460 | SF | $7.50 | $115,950 | $7.50 |
| **1610.0** | **12.0** | **SUBTOTAL-ELECTRICAL SYSTEMS** | **15,460** | **BLDGSF** | | **$2,048,450** | **$132.50** |
| | | BLDG SUBTOTAL | | | | $13,399,412 | $866.71 |
| | | GENERAL CONDITIONS | | 8.0% | | $1,071,953 | $69.34 |
| | | CONTINGENCY | | 15.0% | | $2,170,705 | $140.41 |
| | | OVERHEAD & PROFIT | | 5.0% | | $832,103 | $53.82 |
| | | BONDS AND INSURANCE | | 2.0% | | $349,483 | $22.61 |
| | | SUBTOTAL OF MARK UP | | | | $4,424,244 | $286.17 |
| | | TOTAL MARK UP PERCENTAGE | | 33.02% | | | |
| | | **TOTAL CONSTRUCTION IN TODAY'S DOLLAR** | | | | **$17,823,656** | **$1,152.89** |

**COUNTY OF SAN LUIS OBISPO**
**HEALTH AGENCY**
**BEHAVIORAL HEALTH DEPARTMENT**
**Nicholas Drews**, *Health Agency Director*
**Star Graber PhD, LMFT** *Behavioral Health Director*

October 20, 2025

Attention: Bond BHCIP Round 2

County of San Luis Obispo supports the County of Santa Barbara's Department of Behavioral Wellness (BWell) application for the California Department of Health Care Services Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2: Unmet Needs grant program. Bond BHCIP Round 2 funding will allow BWell to construct two 16-bed Social Rehabilitation Facilities (SRFs) in North County.

SRFs, particularly Crisis Residential Treatment programs, are crucial for clients in need of stabilization and continuous monitoring in a comprehensive residential program. Residents are provided with evidence-based practices and learn skills to help them regulate their emotional response to situations that occur in their lives. This mid-level care will be used for clients who are stepping down from the PHF or being diverted from incarceration. Services will also be utilized as an alternative to PHF admission and provide step-up care when needed to ensure clients do not escalate while in lower levels of care. Services include case management and coordination; medication management; mental health, substance use and co-occurring disorder treatment; peer support; and discharge planning. Residents will have access to counseling, psychiatry, and nursing as needed. The care team will ensure residents have resources necessary to support continued recovery, including access and/or warm hand-offs to appropriate continuous treatment and housing resources, if needed.

At present, BWell faces limitations with keeping some clients in-county due to their complex medical needs and only having a limited number of step-down beds available. Expansion of Social Rehabilitation Facility beds will allow Behavioral Wellness to keep more clients in-county, which will have a positive impact on our ability to serve our clients closer to home while preparing them for re-entry into the community.

The proposed project supports all seven of the state priorities as outlined in the Bond BHCIP Round 2 RFA, and San Luis Obispo County believes that a nearby SRF in Northern Santa Barbara County would greatly benefit the people and their families served in both counties. Therefore, County of San Luis Obispo fully supports the proposed projects and looks forward to strengthening our regional partnership.

Sincerely,

*Starlene Graber, PhD, LMFT, Behavioral Health Director*
*County of San Luis Obispo Behavioral Health Department*
*2180 Johnson Avenue*
*San Luis Obispo, CA  93401*

VENTURA COUNTY
BEHAVIORAL HEALTH

A Department of Ventura County Health Care Agency

**Loretta L. Denering, DrPH, MS**
Director

**Jason Cooper, MD**
Medical Director

October 21, 2025

Antonette Navarro, Director
Santa Barbara County Department of Behavioral Wellness

**Re: Letter of Support for County of Santa Barbara's Department of Behavioral Wellness (BWell) – BHCIP Round 2: Unmet Needs Grant Application**

Dear Ms. Navarro,

Ventura County Behavioral Health supports the County of Santa Barbara's Department of Behavioral Wellness (BWell) application for the California Department of Health Care Services Behavioral Health Continuum Infrastructure Program (BHCIP) Round 2: Unmet Needs grant program. Bond BHCIP Round 2 funding will allow BWell to construct two 16-bed Social Rehabilitation facilities (SRFs) in North County.

SRFs, particularly Crisis Residential Treatment programs, are crucial for clients in need of stabilization and continuous monitoring in a comprehensive residential program. Residents are provided with evidence-based practices and learn skills to help them regulate their emotional response to situations that occur in their lives. This mid-level care will be used for clients who are stepping down from the PHF or being diverted from incarceration. Services will also be utilized as an alternative to PHF admission and provide step-up care when needed to ensure clients do not escalate while in lower levels of care.

Services include case management and coordination; medication management; mental health, substance use and co-occurring disorder treatment; peer support; and discharge planning. Residents will have access to counseling, psychiatry, and nursing as needed. The care team will ensure residents have resources necessary to support continued recovery, including access and/or warm hand-offs to appropriate continuous treatment and housing resources, if needed.

At present, BWell faces limitations with keeping some clients in-county due to their complex medical needs and only having a limited number of step-down beds available. Expansion of Social Rehabilitation facility beds will allow Behavioral Wellness to keep more clients in-county, which will have a positive impact on our ability to serve our clients closer to home while preparing them for re-entry into the community.

The proposed project supports all seven of the state priorities as outlined in the Bond BHCIP Round 2 RFA, and Ventura County Behavioral Health believes that a new SRF in North County would greatly benefit the people and their families served in both counties. Therefore, we fully support the proposed projects and look forward to strengthening our regional partnership.

Sincerely,

Loretta L. Denering, DrPH, MS, Director
Ventura County Behavioral Health Department