



PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA BARBARA

And

VANIR CONSTRUCTION MANAGEMENT, INC.

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

For

COUNTY PUBLIC PROJECTS EXCEEDING \$10,000,000

PROJECT NUMBER: 19014, 24023 (PW 828985), 24024 (PW 720783)



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PROFESSIONAL SERVICES AGREEMENT

FOR

COMMUNITY WORKFORCE AGREEMENT COMPLIANCE DUTIES

COMMUNITY WORKFORCE COORDINATOR

This Professional Services Agreement ("Agreement" or PSA") is by and between THE COUNTY OF SANTA BARBARA ("Owner" or "County") and VANIR CONSTRUCTION MANAGEMENT, INC., a California corporation ("Consultant" or "Contractor").

PART 1 - RECITALS

1.01 WHEREAS, Consultant and County are parties to contract CN9335, as previously amended by CO9415, CO10460 and CO10861 (as so amended, the "Original Contract"), pursuant to which Consultant has been providing professional Community Workforce Coordinator and Compliance services to Owner in connection with the Project Initiation and Construction phases of Owner's **Project No. 19014 County of Santa Barbara Probation Headquarters, Project No. 24023 (PW 828985) Tajiguas Landfill Phase IVA Groundwater Protection System, and Project No. 24024 (PW720783) Santa Claus Lane Streetscape Improvements Project**; and

1.02 WHEREAS, this Agreement amends and restates the Original Contract and sets forth the terms and conditions pursuant to which Consultant, as a professional, will continue to provide professional Community Workforce Coordinator and Compliance services to Owner in connection with the Construction and Closeout phases of each of Project Nos. 19014, 24023, and 24024 (Consultant's services with respect to Project Nos. 19014, 24023, and 24024 hereunder and under the Original Contract, collectively, the "Project"); and

1.03 WHEREAS, Consultant was selected by means of the County's qualifications-based competitive selection 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 - SERVICES AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 Agreement For Services

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

2.02 Maximum Compensation

A. The sum of all payments made to Consultant pursuant to this PSA for the performance of the Services specified in the SOW shall not exceed two-hundred forty-eight thousand one-hundred seventy dollars (\$248,170) ("Base Contract Amount"). The sum of all payments made to Consultant for the performance of Supplemental Services performed pursuant to duly executed Change Order(s) in accordance with Part 10.03, below, shall not exceed the Supplemental Services Amount set forth in Section 1.c of Exhibit C, attached hereto ("Supplemental Services Amount"). In no event shall the aggregate amount of all payments made by the County hereunder exceed the Maximum Compensation Limit specified in Section 1.d of Exhibit C, attached hereto ("Maximum Compensation Limit" or "MCL"). If Consultant performs services



or incurs expenses beyond 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 until December 31,2027, 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. For purposes of this PSA, the OPM shall be Diana Estorga.

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). If Owner concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant may be adjusted only in accordance with Parts 10.01.A.3, "Changes," and Part 10.03, below; provided, however, that in no event shall payments to Consultant hereunder exceed the MCL.



- C. In the event of any Change Order, 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 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 via Change Order duly executed by the County's Director of General Services or his Assistant Director designee.
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 approved by the County Board of Supervisors, or Change Order duly executed by the Director of General Services or his Assistant Director designee.



5.04 Base Services & Deliverables: See Exhibit A

PART 6 - CONSULTANT'S SCHEDULE

6.01 Schedule

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

PART 7 - INDEMNIFICATION & INSURANCE

7.01 Exhibit D Indemnification and Insurance Requirements

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

PART 8 - REPRESENTATION BY COUNSEL

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

PART 9 - HAZARDOUS MATERIALS

9.01 Responsibility for Hazardous Materials

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

PART 10 - COMPENSATION & PAYMENT

10.01 Compensation

- A. Payments will be made as set forth herein
 - 1. Maximum Compensation Limit
 - a. The Maximum Compensation Limit ("MCL") includes the maximum aggregate amount of compensation payable to Consultant hereunder. Total payment by Owner to Consultant shall not exceed the MCL specified in Exhibit C, attached



hereto and incorporated herein by reference. Consultant is fully responsible for the provision of all Services and Deliverables, compensation for which shall not exceed the MCL.

2. Consultant's Hourly Rate Schedule

- a. Consultant's Hourly Rate Schedule is set forth in the SOW.
- b. Non-Fixed fee Services provided by Subconsultants are subject to the OAR's prior written approval, and shall be set forth in an Amendment to this PSA.

3. Changes

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

4. Prevailing Wages

- a. Certain Services to be performed under this contract may be considered "public works" subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. Consultant is solely responsible for determining whether the Services, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). County has obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with County's Public Works Agency and are available upon request. Consultant is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). Consultant acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Services, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner). Consultant has included (and shall include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

5. Errors and Omissions

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

10.02 Reimbursable Expenses

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

10.03 Supplementary Services & Deliverables



- A. To the extent that County has established a Supplemental Services Allowance ("SSA" or "Contingency Amount") 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 Assistant Director of General Services ("Change Order"), and only to the extent a Contingency Amount and delegated authority to expend it has been 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 of General Services 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.
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.
2. 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 mediation 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 indicated willingness to accept a proposal for settlement made by the Mediator.

M. No Stenographic Record

1. There shall be no stenographic record of the Mediation.

N. Termination of Mediation

1. The Mediation shall be terminated:
 - a. By the execution of a Settlement Agreement by the Parties with respect to the issues subject to the Mediation;
 - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
 - c. By a written declaration of one or more of the Parties to the effect that the Mediation proceedings are terminated.

O. Exclusion of Liability

1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.

P. Interpretation and Application of These Mediation Provisions

1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.



Q. Expenses

1. The expenses of witnesses for each Party must be paid by the Party producing such witnesses.
2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned equally between the Parties, or otherwise, as the Mediator finds appropriate, or as may otherwise be agreed by the Parties, provided, however, that a Party shall not be responsible for any such Mediation expense to which such Party did not consent in advance in writing.

12.05 Compensation for Participation in Mediation

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

PART 13 - MISCELLANEOUS PROVISIONS

13.01 Capitalization and Formatting

- A. Terms capitalized in this PSA include those that are:
 1. Specifically defined; or
 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 and Proposals dated May 21, 2024, attached hereto as Attachment 1 to Exhibit A ("RFQ") pursuant to which this Agreement was procured and which is hereby incorporated herein by reference, and Consultant's Proposal, dated June 6, 2024, submitted by Consultant to County in response to the RFQ and attached hereto as Attachment 2 to Exhibit A ("Proposal"), constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, representations, or agreements, either written or oral, preceding this PSA.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant, except as otherwise expressly authorized herein.



- C. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

PART 16 - ORDER OF PRECEDENCE

- A. In the event of conflict or inconsistency between the provisions contained in Parts 1 through 18 of this Agreement and the provisions contained in the Exhibits, the provisions contained in Parts 1 through 18 of this Agreement shall control and prevail over those in the Exhibits, other than Exhibit D, which shall control and prevail. CONTRACTOR agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between CONTRACTOR's Proposal (attached hereto as part of Exhibit A), on the one hand, and any other provision(s) of this Agreement, on the other, the provisions of this Agreement other than CONTRACTOR'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 herein in full. In the event of conflict or inconsistency between provisions contained in Parts 1 through 18 of this Agreement and the provisions contained in the Exhibits, the provisions contained in Parts 1 through 18 of this Agreement shall control and prevail over those in the Exhibits, other than Exhibit D, which shall control and prevail.
 - 1. Exhibit A, "Consultant's Scope of Work & Hourly Rates"
 - a. Attachment 1, RFQ
 - b. Attachment 2, 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"



County of Santa Barbara: General Services and Public Works Departments

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

County of Santa Barbara

By: 
LAURA CAPPES, CHAIR
BOARD OF SUPERVISORS

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

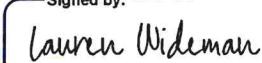
By: 
 Deputy

CONSULTANT:
 Vanir Construction Management, Inc.
 4540 Duckhorn Drive Suite 300

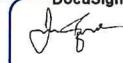
By: 
 Authorized Representative

Name: Jerry Avalos
 Title: President
 Address: 4540 Duckhorn Drive Suite 300
 City/State/Zip: Sacramento, CA 95834

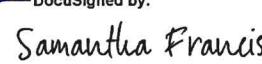
APROVED AS TO FORM:
 RACHEL VAN MULLEM
 COUNTY COUNSEL

Signed by:

 By: lauren Wideman
 Deputy County Counsel

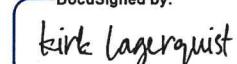
APPROVED AS TO ACCOUNTING FORM:
 BETSY SCHAFER, CPA, CPFO
 AUDITOR-CONTROLLER

Signed by:

 By: 68AA4EA15901943F
 Deputy

APPROVED AS TO FORM:
 GREGORY MILLIGAN
 RISK MANAGER

Signed by:

 By: Samantha Francis
 Risk Manager

RECOMMENDED FOR APPROVAL:
 KIRK LAGERQUIST, DIRECTOR
 GENERAL SERVICES DEPARTMENT

Signed by:

 By: 10AEFDA90064E4CE
 Department Head

END OF AGREEMENT

**EXHIBIT A****SCOPE OF WORK**

Professional Service Agreement

CONSULTANT FIRM NAME: Vanir Construction Management, Inc.

SCOPE OF WORK:

The Scope of Work includes Services described in Section 4.0 of the RFQ (excerpted below and attached hereto Attachment 1 to this Exhibit A) and as further described in Section 5 of the Consultant's Proposal, also attached here in Exhibit A. This Scope of Work may be expanded, pursuant to Change Order(s) executed in accordance with Part 10.03 of this PSA, above, to the extent such phases are included in the County budgets for such projects:

- Project No. 19014 County of Santa Barbara Probation Headquarters
- Project No. 24023 (PW 828985) Tajiguas Landfill Phase IVA Groundwater Protection System
- Project No. 24024 (PW720783) Santa Claus Lane Streetscape Improvements Project

RFQ Section 4.0 SCOPE OF WORK

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

4.1 General

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

4.2 Project Objectives and Deliverables

- A. Develop and implement procedures promptly for the identification of craft needs, scheduling of work to facilitate the utilization of available craft workers and to secure the services of craft workers in sufficient numbers to meet the high demands of the Project.
- B. Implement plan and coordinate with the Union to provide opportunities for local contractors and suppliers to participate in the Project.
- C. Monitor and maintain adequate records for Letter of Assent requirements.
- D. Monitor and maintain adequate records for Core Worker requirements.
- E. Coordinate with the Unions and Contractors in the administration of this Local Area resident preference.
- F. Develop plan to monitor, enforce, and maintain adequate records of all wages and benefits under this Project for compliance.
- G. Assist in identifying, enforcing, and settling any potential violations or breach of the CWA.
- H. Oversee and process grievances and disputes according to Articles 9 and 6 in the CWA.



County of Santa Barbara: General Services and Public Works Departments

- I. Monitor and enforce compliance by all Contractors and subcontractors with all federal and state law regulations that may apply to the Project.
- J. Develop a plan to encourage maximum utilization of apprentices and overall supply of experienced workers.
- K. Schedule meetings with committee and County staff, develop agenda topics, and keep meeting minutes. Agendas shall include at a minimum, Agreement administration, progress of the Project, general labor management problems, and quarterly reports on apprentice utilization and training.

Consultant's Hourly Rates

The following hourly rates include all overhead, administrative costs, and profit, shall apply to hourly-rate Services:

Vanir Fee Proposal - Santa Barbara County Workforce Coordinator

2/26/25

Preliminary Work Schedule	FY25			FY26												FY27					
	a	m	j	j	a	s	o	n	d	j	f	m	a	m	j	j	a	s	o	n	d
Probation Headquarters																					
Tajiguas Landfill																					
Santa Claus Lane																					
Proposed Staff Involvement																					
	2024 Rates																				
Scott Murphy - PIC	\$260.00	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Rob Nash - PD/PM	\$230.00	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Community Workforce Coordinator - Probation	\$190.00	8	8	8	12	8	8	12	8	8	8	12	8	8	8	12	0	0	0	0	0
Community Workforce Coordinator - Tajiguas	\$190.00	2	2	2	2	2	2	2	2	2	2	2	2	0	0	0	0	0	0	0	0
Community Workforce Coordinator - Santa Claus	\$190.00	2	2	2	2	2	2	2	2	2	2	2	2	4	4	4	4	8	8	8	8
Scott Murphy - PIC		260	260	260	260	260	260	260	260	260	260	260	260	260	260	260	260	0	0	0	0
Rob Nash - PD/PM		920	920	920	920	920	920	920	920	920	920	920	920	920	920	920	920	0	0	0	0
Community Workforce Coordinator - Probation		1,520	1,520	1,520	2,280	1,520	1,520	2,280	1,520	1,520	1,520	2,280	1,520	1,520	2,280	0	0	0	0	0	0
Community Workforce Coordinator - Tajiguas		380	380	380	380	380	380	380	380	380	380	380	380	380	0	0	0	0	0	0	0
Community Workforce Coordinator - Santa Claus		380	380	380	380	380	380	380	380	380	380	380	380	380	760	760	760	1,520	1,520	1,520	0
Monthly Costs		3,460	3,460	3,460	4,220	3,460	3,460	3,460	4,220	3,460	3,460	3,460	4,220	3,460	3,460	3,460	4,220	2,700	2,700	2,700	0
		\$10,380			\$43,800												\$12,320				Total Per Project
Probation Headquarters Subtotal		\$8,100			\$34,680												\$3,460				\$46,240
Tajiguas Landfill Subtotal		\$1,140			\$3,420												\$0				\$4,560
Santa Clause Lane Subtotal		\$1,140			\$5,700												\$8,860				\$15,700

Note: Original contract for \$175,000 for Project Initiation through March 30, 2025.



Attachment 1: RFQ dated May 21, 2024



REQUEST FOR QUALIFICATIONS/PROPOSALS

FOR

COMMUNITY WORKFORCE AGREEMENT-COMPLIANCE DUTIES COMMUNITY WORKFORCE COORDINATOR

County Public Projects Exceeding \$10,000,000

- County of Santa Barbara Probation Headquarters
- Tajiguas Landfill Phase IVA Groundwater Protection System
- Santa Claus Lane Streetscape Improvements Project

Publish Date: May 21, 2024

Submission Deadline: June 6, 2024, 3:00 pm PDT

Submission and Correspondence via PlanetBids:

<https://pbsystem.planetbids.com/portal/43874/portal-home>

**Santa Barbara County – General Services and Public Works Departments
Santa Barbara, CA 93101**

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ATTACHMENTS

- A COUNTY OF SANTA BARBARA COMMUNITY WORKFORCE AGREEMENT
- B PROFESSIONAL SERVICES AGREEMENT (PSA)

1.0 INTRODUCTION

The County of Santa Barbara General Services Department (“County”) is seeking qualifications from consultants (“Proposers”) to monitor compliance with the County of Santa Barbara Community Workforce Agreement (CWA); assist as the authorized representative of the County in developing and implementing the programs referenced in the CWA; and to otherwise implement and administer the CWA. Consultant shall be designated as the Community Workforce Coordinator.

The purpose of this RFQ/P is to solicit meaningful proposals so that the County may select from among a range of proposals to ultimately establish an agreement to administer the duties of the Community Workforce Coordinator as identified in Attachment A “Community Workforce Agreement.” The County urges all interested proposers to carefully review the requirements of this RFQ/P. Written qualification submittals containing the requested information will serve as the primary basis for inclusion into the interview portion of the final selection process. All proposals will be reviewed by the Selection Committee. The County reserves the right to select a Consultant based on the responses to this RFQ/P and/or to conduct interviews at their discretion.

Qualifications for the Community Workforce Coordinator include:

- a) Three (3) years relevant experience in developing business continuity and recovery plans for the public sector.
- b) Recent experience (last five years) completing comparable projects.
- c) Excellent communication skills, including but not limited to report preparation and information depiction through maps, charts, and graphs.

Consultant must be able to start work upon award of contract in July 2024.

The County of Santa Barbara General Services and Public Works Departments will serve as partners for the designated projects to actively ensure that the obligations of the CWA are met. This partnership is important and vital to the success of the projects. The County will award a single contract for the services requested in this RFQ/P (“Contract”), in substantially the form of the County’s standard Professional Services Agreement, a copy of which is attached hereto as Attachment B (“PSA”). By submitting a proposal in response to this RFQ/P, a Proposer agrees to enter into a Contract, if selected by the County, in the form of the PSA without negotiating the terms of the PSA.

2.0 BACKGROUND

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

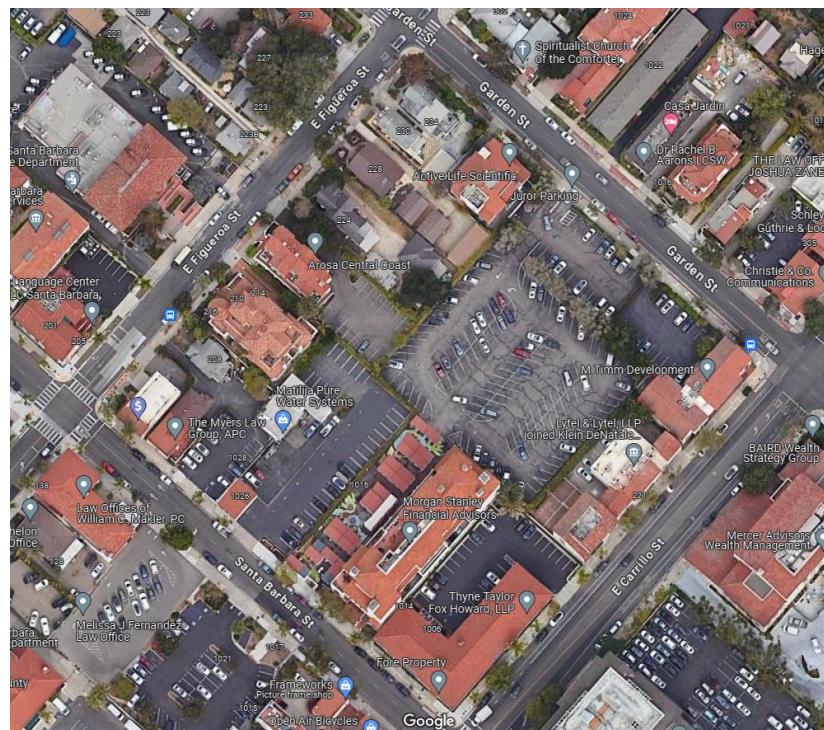
3.0 PROJECT GOAL

The County will require monitoring and implementation of the CWA (Attachment A) per Section 4.0 Scope of Work for the following three projects (Project):

- **General Services Department Capital Division: County of Santa Barbara Probation Headquarters, County Project No. 19014**

County of Santa Barbara RFQ/P – Community Workforce Coordinator

- The project involves new construction of a 33,000 SF multi-story office building with 15,800 SF parking structure below the building. The building is wood frame with a ground floor structural system consisting of CMU walls with cast in place concrete columns, post tension slab.
- The project features meeting spaces, locker rooms, break and wellness rooms, interview rooms, counseling spaces, probation reporting and resource center, training rooms, plaza deck and secure parking
- The building is designed to meet the County's Net Zero Policy and features electric vehicle chargers; a PV array with solar canopies' and a battery energy storage system
- The project opened bids on May 9, 2024. The low bid came in at \$37,817,413.
- Anticipated Project Schedule:
 - Award Contract: June 2024
 - Begin Construction: Fall 2024
 - Complete Construction: Fall 2026
- Project Location:
 - The project is located at 1019 Garden Street in downtown Santa Barbara, CA.



- **Public Works Resource Recovery and Waste Management: Tajiguas Landfill Phase IVA Groundwater Protection System, County Project No. 828985**

- The Phase IVA Groundwater Protection System Project is a subphase of the overall Tajiguas Capacity Increase Project. The Phase IVA Project includes installation of a low permeability groundwater protection (liner) system, a leachate collection and recovery system (LCRS), modification of an existing sedimentation basin, relocation of existing utilities, and other associated landfill infrastructure improvements. The groundwater protection (liner) system design requires approval from the Regional Water Quality Control Board (RWQCB) prior to implementation.
- The overall 14.25-acre Tajiguas Landfill Capacity Increase Project would provide approximately 6.1 mcy of additional airspace for burial of solid waste, increase the permitted height, disposal area footprint, and design capacity of the Tajiguas Landfill to extend the estimated closure year to approximately 2038. To provide the additional disposal capacity,

approximately 566,400 cy of grading (excavation) would be required. Groundwater protection, landfill gas collection and other environmental control systems would be extended into the new disposal area.

- Some of the key components of Phase IVA Project include:
 - Clearing and Grubbing
 - Sedimentation Basin Cleanout
 - Power Pole Relocation
 - Grading / Mass Grading
 - Excavation / Blasting
 - Drainage Improvements
 - Sedimentation Basin Demo
 - Sedimentation Basin and Basin Infrastructure Construction
 - Stability Berm Construction
 - Groundwater Protection System (Liner) Installation
 - Leachate Collection and Removal System (LCRS) Installation
 - Access Road Paving
- The project is currently out to bid with an expected bid date of May 30, 2024. The estimated construction cost is \$14.5M.
- Anticipated Project Schedule:

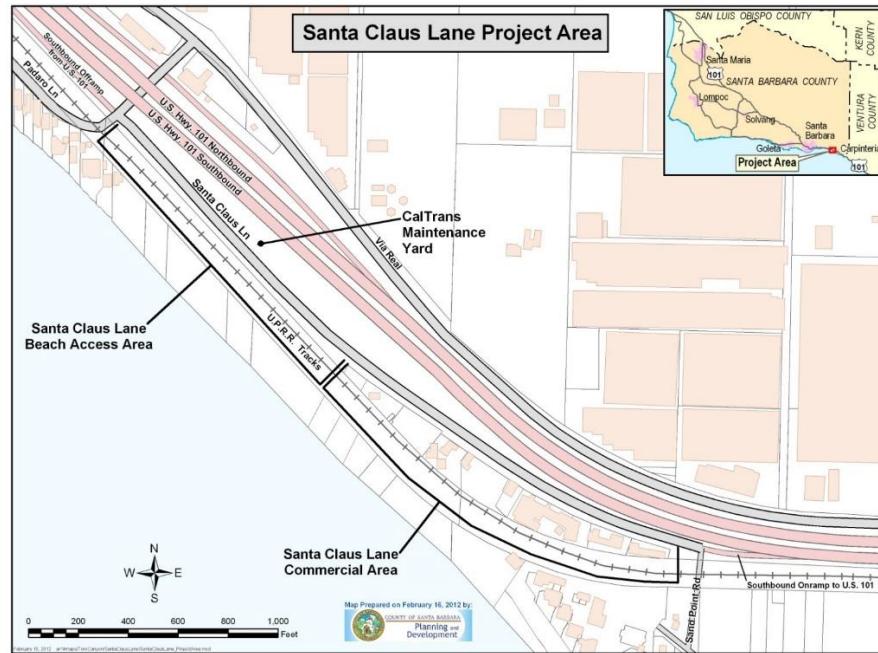
▪ Bids Due	05/30/2024
▪ Award Contract	07/16/2024
▪ Begin Construction	08/05/2024
▪ Complete Construction	12/30/2025
- Project Location:
 - The project is located off the US 101 North approximately 15 miles north of Goleta, CA
 - 

- **Public Works Transportation: Santa Claus Lane Streetscape Improvements Project, County Project No. 720783**
 - Santa Claus Lane is a two-lane collector road in the Community of Summerland which extends approximately 3,000 feet from Padaro Lane to Sand Point Road and the U.S. Highway 101 southbound on-ramp. The Project is closely tied to the Highway 101 widening project through Summerland, Montecito, and Carpinteria. The Project proposes streetscape improvements along Santa Claus Lane to improve access to the beach, provide new

recreational amenities to the public, increase accessibility to all users of the project area and improve drainage and safety.

- Some of the key components include:
 - Pavement reconstruction/widening
 - Sidewalk construction
 - Class I multi-use path
 - Angled and parallel on-street parking
 - Retaining wall construction
 - Driveway access
 - Landscaping
 - Drainage Improvements
 - Street lighting
 - EV charging accommodations
 - Future restroom accommodations
 - Utility services
- The Project is currently out to bid with an expected bid date of May 30, 2024. The estimated construction cost is \$8-10M.
- Anticipated Project Schedule:

▪ Bids Due	5/30/2024
▪ Award Contract	8/20/2024
▪ Begin Construction	9/29/2024
▪ Complete Construction	11/23/2025
- Project Location:
 - The project is located off the US 101 South on Santa Claus Lane in Summerland, CA



4.0 SCOPE OF WORK

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

4.1 General

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

4.2 Project Objectives and Deliverables

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

5.0 OTHER PROJECT CONSULTANTS

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

6.0 FEES AND TENTATIVE CONSTRUCTION BUDGET OUTLINE

The Consultant will be required to submit billings on a monthly basis, as specified in the Contract.

Travel time required by the Consultant to reach the designated meeting place, County staff office or project site shall be included in all quoted fees and shall not be billed separately. There shall be no reimbursable expenses on this project unless associated with additional services to be approved in writing, in advance, by County.

Section 11.8 outlines the cost proposal requirements for this project. All cost proposals shall be submitted in a separate file on the PlanetBids website. Cost Proposals are due the same time as qualifications submissions. Cost proposals shall breakdown the project consistent with the scope of work presented and should include all costs associated with the project. All costs shall be not-to-exceed.

7.0 TENTATIVE PROCUREMENT SCHEDULE

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

RFQ/P Issuance and Evaluation	May 21, 2024
Questions for the County due by 4:00p.m.	May 29, 2024
Answers to questions posted on County Website	May 31, 2024
Statement of Qualifications (“SOQ”) and Proposal Submission Deadline by 3:00p.m.	June 6, 2024
County reviews SOQs and may invite top Proposer(s) for interviews	June 6-11, 2024
Potential Interview Sessions	June 12-13, 2024
County selects Proposer(s) to move forward with	June 14, 2024
Award PSA Contract	July 9, 2024

8.0 PRE-PROPOSAL CONFERENCE / VENDOR REGISTRATION

No Pre-Proposal Conference will be held for this RFQ/P. Inquiries from all proposers will be fielded through the Planet Bids system and will be provided to all proposers through the addendum process. The County encourages all proposers to submit questions that could further define the scope of work for the project.

All firms providing a response to this RFQ/P are to provide Proof of Department of Industrial Relations (“DIR”) registration will be required as part of the response to this RFQ/P.

9.0 REGISTERING WITH PLANETBIDS

If you are not a registered user of PlanetBids you will need to register an account to submit a proposal for this solicitation (use the link below)

<https://pbsystem.planetbids.com/portal/43874/portal-home>

10.0 PROPOSAL QUESTIONS

Questions or requests for clarification of this RFQ/P must be submitted in writing on the PlanetBids website. Any amendment or addendum to this RFQ/P is valid only if issued in writing to the RFQ/P on the PlanetBids website (planetbids.com). Questions must be submitted by no later than the timeline listed in the RFQ/P Timeline Schedule. The County will publish answers to the questions in an addendum to the RFQ/P on the date listed in the timeline provided.

Potential Proposers should not contact Santa Barbara County officials, staff or evaluation panel members directly regarding any aspect of this RFQ/P. If such contact is made, the County reserves the right to reject the proposal.

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

It is the Proposer's sole responsibility to monitor their email inbox for possible addenda to this RFQ/P. Failure of Proposer to retrieve addenda shall not relieve him/her of the requirements contained therein.

Additionally, failure of Proposer to return a signed addendum, when required, may be cause for rejection of such Proposer's proposal.

11.0 INSTRUCTIONS FOR PROPOSERS

Each proposal submitted in response to this RFQ/P shall include the information described in this Section 11.0. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ/P. Excessive information will not be considered favorably.

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

Submission and Content of Proposals: All proposals must be received by the proposal submission deadline as identified in Section 9.0 of this RFQ/P and submitted via PlanetBids.

Proposals shall be formatted so they can be printed in 8 ½" x 11" format, drawings may be formatted for 11" x 17" sizing. All documentation shall be in 12-point font.

All proposals will be valid for one hundred eighty (180) days.

All proposals shall contain the following elements, **in the order presented below**. Proposals shall be divided into tabbed sections and should not exceed (15) fifteen pages (each side of the page, if utilized is considered 2 pages – front and back).

11.1 Transmittal/Cover Letter: (two pages maximum) with the following information:

- Title of this RFQ/P.
- Name and Mailing Address of Proposer (include physical location if mailing address is a P.O. Box).
- Year the Proposer's business entity was established and first registered with the California Secretary of State to do business in California.
- Type of business entity of the Proposer (e.g., partnership, corporation)
- Proposer's organizational structure, its constituent parts and size variation of staff in the past five (5) years.
- Name of contact person including title, address, email and telephone. This individual should be available by telephone or email to provide the location of the Proposer's office that will be responsible for this project.
- A statement by Proposer requesting protection of proprietary information if necessary. All proposals may be considered public information. Subsequent to award of a Contract, all or part of any proposal may be released to any person or entity who may request it. Therefore, a Proposer must indicate in their Cover Letter if such Proposer is requesting that any portion of their proposal be treated as proprietary or confidential and not released as public information.
- Addenda Acknowledgement

11.2 Signatory Requirements: (one page) In order to receive consideration, the Cover Letter must be signed by an officer empowered by the Proposer to sign such material and thereby commit the Proposer to the obligations contained in the proposal. **Further, the signing and submission of a proposal shall indicate the intention of the Proposer to adhere to the provisions described in this RFQ and a commitment to enter into a binding Contract in the form of the PSA.** Submittals shall be signed by one of the following representatives:

- If the Proposer is a **partnership, limited partnership, or limited liability partnership**, the proposal shall be signed in the name of the partnership, as registered with the California Secretary of State to do business in California, by partner(s) duly authorized to legally bind the partnership, or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the partnership.
- If the Proposer is a **corporation**, the proposal shall have be executed on behalf of the corporation, reflecting the full legal name of the corporation as registered with the California Secretary of State to do business in California, and the actual signature of the officer of the corporation who is duly authorized to legally bind the corporation written (not typed) below the corporate name. The title of the office held by the officer signing on behalf of the corporation shall appear below the signature of such officer.
- If the Proposer is an **individual** doing business under a fictitious business name on file with the County of Santa Barbara, the proposal shall be signed in the full legal name of the individual doing business as such fictitious business name.
- If the Proposer is a **Limited Liability Company**, the proposal shall be signed in the full legal name of the Limited Liability Company, as registered with the California Secretary of State to do business in California, by the Limited Liability Company's manager(s) or managing member(s) duly authorized to legally bind the Limited Liability Company.

11.3 Qualifications: (three pages maximum) A synopsis of each proposed team member's qualifications and experience with public or government projects of similar type and size as described in this RFQ, including length of service with the firm and resume. Include an organization chart of the proposed staff to be assigned to this project. For all sub-consultants to be used provide firm name, area of expertise, the names of individual staff assigned to this project and their role on the team.

11.4 Experience of Firm: (three pages maximum) A narrative of the Proposer firm's qualifying background and experience with public or government projects of similar type and size as described in this RFQ. Individual project descriptions, including scope, project budget and schedule are encouraged.

11.5 Proposed Work Plan, Time Schedule and Workload: (three pages maximum) Provide a work plan description addressing all scope of work tasks along with a proposed timeline schedule reflecting each task and its deliverables and identifying appropriate progress checkpoints along with draft or interim deliverables. Also provide a narrative of firm staffing size, current firm workload, and with consideration of the firm's current projects, confirm the firm's ability to perform the scope of work as described herein.

11.6 References for Past Performance: (two pages maximum) Provide a list of past performance and service. Include three (3) references for whom the proposer has developed a comparable project. Include project name, contact person, title, address, telephone number, email address as well as the contact person's role in the project and which of the Proposer firm's staff participated and their roles. For each reference listed, submit a brief summary of the scope of the services provided.

11.7 Deliverables: (one page) Describe your firm's ability to provide deliverables in the required formats:

- a) Word documents in Microsoft Word.
- b) Spreadsheets in Microsoft Excel.
- c) Schedules in Microsoft Project.

d) Databases as necessary for compiling, storing and accessing the project records in a commonly available format.

11.8 Cost Proposal: (cost proposal not counted to page count limit) Provide a separate, total cost proposal (not to exceed) for all services to be delivered, including a breakdown of costs itemized for each Task as defined in the Scope of Work. This cost proposal shall encompass the complete proposed project costs for meetings and project expenses for reproduction, postage, mileage, travel time and all related miscellaneous expenses. Also provide an hourly rate schedule for all assigned team members, including hourly rates for participation in public meetings. The cost proposal shall be utilized for unit price information at this stage, and thereafter to negotiate a Contract for those services at a fair and reasonable fee with the best qualified Proposer.

The Cost Proposal shall be submitted as a separate file on PlanetBids. It shall be identified with the name of your firm, the name of this project, and "Sealed Cost Proposal".

11.9 Required Statements: (one page per statement) Include statements of assurance regarding the following requirements:

- Non-substitution for the designated members of the proposed staff members and Sub-consultants without prior approval by County.
- Non-conflict of interest.
- Non-collusion affidavit.
- Statement listing of litigation and/or claims related to past projects for the past ten (10) years.
- Ability to fulfill the indemnification and insurance requirements contained in the PSA. Please note that actual certificates of insurance are not required as part of your submittal.
- Proof of DIR Registration and County Vendor Registration.

Retention of Proposal. All proposals will become the property of the County. Proposals shall not be returned to the Proposer.

12.0 EVALUATION PROCESS

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

	Evaluation Criteria	Maximum Possible Points
A.	Completeness of SOQs Submission- SOQ's should describe comprehensive services and should respond to each of the items set forth in this RFQ/P.	20
B.	Personnel Experience and Qualification- Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience, and recent	20

County of Santa Barbara RFQ/P – Community Workforce Coordinator

	experience on projects of similar nature and complexity to the proposed Project.	
C.	Depth and Quality of Respondent's Performance - Qualifying background and relevant experience of firm and sub-consultants on Project of similar nature and complexity that are subject to the monitoring and implementation of a CWA.	25
D.	Technical/Management Approach- Evaluation of Respondent's typical strategy towards monitoring and implementing the CWA.	20
E.	Availability- Evaluation of the workload of Respondent and the staffing to be assigned to the proposed Project; time scheduled of the Respondent in relation to that of the proposed Project's locations of the offices or facilities from which the services are to be provided to County.	15
	TOTAL POSSIBLE POINTS	100

13.0 SELECTION PROCEDURE

Proposers should familiarize themselves with the PSA and expect to execute the PSA as presented herein without modifications or changes.

County staff will open Proposals following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Proposers submitting Proposals. The contents of all Proposals, or any other medium which discloses any aspect of the Proposal, shall be held in strictest confidence until the County releases a Notice of Intent to Award. Proposals will be reviewed for responsiveness. A selection committee will then evaluate proposals in accordance with the above criteria. The Proposer(s) submitting the highest rated proposals may be invited for an interview. Interviews will be conducted solely at County's option. County reserves the right to select the most qualified firm solely on the content of the proposal. If County chooses to conduct interviews, the firm's proposed Project Manager shall represent the firm at the interview. After completion of the interviews, the Committee will recommend the firm with the highest interview evaluation, for approval by the Board of Supervisors.

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

County reserves the right to enter into a Contract in the form of the PSA without further discussion or negotiation of the Proposal. Therefore, each Proposal should be submitted on the most favorable terms to which the Proposer is willing to be contractually bound.

County reserves the right to award a Contract to the Proposer who, in the sole judgment of County, presents the most favorable response to this RFQ/P (and possible follow-up interviews) pursuant to the evaluation criteria indicated above.

County reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Proposer.

In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern. County reserves the right to reject any and all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Proposer. County shall be the sole judge of the materiality of any such defect or irregularity.

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

14.0 ASSURANCE OF DESIGNATED PROJECT TEAM

The Proposer shall assure that the designated staff, including sub-consultants, are used for the work described in this RFQ/P. Departure or reassignment of, or substitution for, any member of the proposed project team or sub-consultant(s) shall not be made without the prior written approval of County.

15.0 GENERAL TERMS AND CONDITIONS

Standard Contract: Upon completion of the evaluation and recommendation for award, the selected Proposer will be required to execute, as the Consultant, a Contract in the form of the PSA. Proposers are advised to carefully review the attached PSA and to be prepared to enter into a Contract in the form of the PSA without negotiations.

Independent Contractor: At all times, the Contractor shall represent themselves to be an independent contractor offering such services to the general public and shall not represent themselves, or their employees, to be an employee of County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold County its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

Non-Appropriation: County may terminate any resulting Contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the Contract was intended.

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

Indemnification and Insurance Requirements: The County's standard indemnification and insurance requirements are provided in the PSA, shall be included in the Contract, and are non-negotiable (see Attachment B).

Protests and Appeals: All protests shall be submitted in writing to the Chief Procurement Officer within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

16.0 REJECTION OF PROPOSALS

Prospective consultants interested in being considered must submit a proposal as a Proposer in compliance with this notice. **Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ/P prior to submitting a Proposal.** The County reserves the right to reject any or all Proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.

The County may reject a Proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. County may waive immaterial and/or minor deviation and/or irregularities in a Proposal. County shall be the sole judge of the materiality of any such defect, deviation, and/or irregularity. Waiver of an immaterial/minor deviation shall in no way modify the RFQ/P documents or excuse the Proposer from full compliance with the Contract requirements if the Proposer is awarded the Contract.

17.0 VALID OFFER

Proposals shall remain valid for one hundred eighty (180) days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFQ.

This RFQ does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired.

18.0 COUNTY'S RIGHTS

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one contract if it is in the best interest of the County.
8. Interview Proposers prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFQ documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

19.0 CONTRACT AWARD

Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the

best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

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

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

20.0 CONFLICT OF INTEREST

Prospective Proposers warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting Contract, nor that any such person will be employed in the performance of such Contract without immediate divulgence of such fact to the County. Each Proposer's proposal shall contain a statement to the effect that such Proposer is not currently committed to another project that would constitute a conflict of interest with the Project identified in this RFQ/P.

21.0 PUBLIC RECORDS REQUEST

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

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

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

22.0 BUSINESS LICENSE REQUIREMENT & OTHER REQUIRED PROVISIONS

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of Santa Barbara County without possessing a County business license unless exempt under County Code Sec. 22-73. Contact the Tax Collector's Office at 105 East Anapamu St, Santa Barbara, 93101, or phone (805) 568-2920, for further information.

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers shall be required to possess a County business license prior to award of a contract.

Disadvantaged Business Enterprise (DBE) Policy

It is the policy of Federally Funded projects that minority and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

DBE Obligation

The recipient or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.

Title VI of the Civil Rights Act of 1964

The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000(d)) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

Equal Employment Opportunity

In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Americans With Disabilities Act (ADA) Provisions

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

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

Attachment A

COUNTY OF SANTA BARBARA COMMUNITY WORKFORCE AGREEMENT

COMMUNITY WORKFORCE AGREEMENT
BY AND BETWEEN
THE COUNTY OF SANTA BARBARA
AND
THE TRI COUNTIES BUILDING & CONSTRUCTION
TRADES COUNCIL, AFL-CIO
AND
THE SIGNATORY CRAFT COUNCILS AND UNIONS

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

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

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COUNTY OF SANTA BARBARA COMMUNITY WORKFORCE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 1 INTENT AND PURPOSE

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

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

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

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

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

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

ARTICLE 2 **SCOPE OF AGREEMENT**

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

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

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

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

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

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

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

2.3.2 Equipment and machinery operated by employees of the County;

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

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

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

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

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

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

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

2.3.9 Off-site laboratory work for testing;

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

2.3.11 All work for Maintenance and/or Repair;

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

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

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

Section 2.5 Awarding of Contracts:

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

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

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

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

Section 2.7 Master Labor Agreements (MLA):

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

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

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

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

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

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

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

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

ARTICLE 3 **UNION RECOGNITION AND EMPLOYMENT**

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

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

Section 3.3 Referral Procedures:

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

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

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

3.3.4 Core Workers:

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

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

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

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

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

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

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

Section 3.5 Employment of Local Area Residents:

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4 **UNION ACCESS AND STEWARDS**

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

Section 4.2 Stewards:

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

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

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

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

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

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

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

ARTICLE 5 **WAGES AND BENEFITS**

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

Section 5.2 Benefits:

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

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

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

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

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

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

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

ARTICLE 6 **WORK STOPPAGES AND LOCK-OUTS**

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

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

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

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

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

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

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

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

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

Section 6.6 Best Efforts to End Violations:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 **WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES**

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

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

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

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

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

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

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

ARTICLE 8 MANAGEMENT RIGHTS

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

8.1.1 Plan, direct and control operations of all work;

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 8.4 Special Equipment, Warranties and Guarantees:

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

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

ARTICLE 9 **SETTLEMENT OF GRIEVANCES AND DISPUTES**

Section 9.1 Cooperation and Harmony on Site:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 10 REGULATORY COMPLIANCE

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

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

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

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

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

Section 11.1 Safety:

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

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

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

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

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

ARTICLE 12 TRAVEL AND SUBSISTENCE

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

ARTICLE 13 APPRENTICES

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

Section 13.2 Use of Apprentices:

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

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

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

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

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

ARTICLE 14 PRE-JOB CONFERENCES

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

ARTICLE 15 SAVINGS AND SEPARABILITY

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

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

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

ARTICLE 16 WAIVER

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

ARTICLE 17 AMENDMENTS

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

ARTICLE 18 ENTIRE AGREEMENT

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

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

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

ARTICLE 19 **DURATION OF THE AGREEMENT**

Section 19.1 Duration:

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

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

Section 19.2 Turnover and Final Acceptance of Completed Work:

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

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

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

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

By: Joan Hartmann

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

Dated: 12-2-22

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

By: _____

Joshua Medrano
Executive Secretary-Treasurer

Dated: _____

ATTEST:

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

By: Shelley La Guenza
Deputy Clerk

RECOMMENDED FOR APPROVAL:

Scott D. McGolpin
Public Works Director

By: Scott D. McGolpin
Public Work

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: Greg Milligan, Risk Manager
Risk Management

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

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: Rachel Van Mullem
Deputy County Counsel

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

Asbestos Heat & Frost Insulators (Local 5) _____

Address for Notice:

Boilermakers (Local 92) _____

Address for Notice:

Bricklayers & Allied Craftworkers (Local 4) _____

Address for Notice:

Cement Masons (Local 600) _____

Address for Notice:

Electricians (Local 413) _____

Address for Notice:

Elevator Constructors (Local 18) _____

Address for Notice:

Iron Workers (Reinforced – Local 416) _____

Address for Notice:

Iron Workers (Structural – Local 433) _____

Address for Notice:

Laborers (Local 220) _____

Address for Notice:

Operating Engineers (Local 12) _____

Address for Notice:

Operating Engineers (Local 12) _____

Address for Notice:

Operating Engineers (Local 12) _____

Address for Notice:

Painters & Allied Trades DC 36 _____

Address for Notice:

U.A. D.C. 16 _____

Address for Notice:

Pipe Trades (Local 345) _____

Address for Notice:

Pipe Trades (Sprinkler Fitters Local 669)

Address for Notice:

Plasterers (Local 200)

Address for Notice:

Roofers & Waterproofers (Local 36)

Address for Notice:

Sheet Metal Workers (Local 104)

Address for Notice:

Teamsters (Local 986)

Address for Notice:

Southwest Regional Council of Carpenters

Address for Notice:

ATTACHMENT A
LIST OF APPLICABLE MASTER LABOR AGREEMENTS

[TO BE PROVIDED BY THE TRADES COUNCIL]

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

ATTACHMENT B
LETTER OF ASSENT

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

[Contractor's Letterhead]

Community Workforce Coordinator

Attn: _____

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

Dear Sir:

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

Sincerely,

[Name of Construction Company]

By: _____

Name: _____

Title: _____

Contractor State License No. _____

Project: _____

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

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

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

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

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

CONTRACTOR USE ONLY

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

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

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

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

Project Name: _____ Site: _____ Address: _____

Report to: _____ On-site Tel: _____ On-site Fax: _____

Comment or Special Instructions: _____

UNION USE ONLY

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

WORKER REFERRED

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

provisions set forth in paragraph 5 hereinabove.

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

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

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

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

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

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

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

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

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

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

APPENDIX A: SPECIMEN REPORTING CRITERIA

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

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

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

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

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

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

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

⁴ Methylene dioxy methamphetamine (MDMA)⁵ Methylene dioxy amphetamine (MDA)

SIDE LETTER OF AGREEMENT

TESTING POLICY FOR DRUG ABUSE

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

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

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

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

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

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

By:



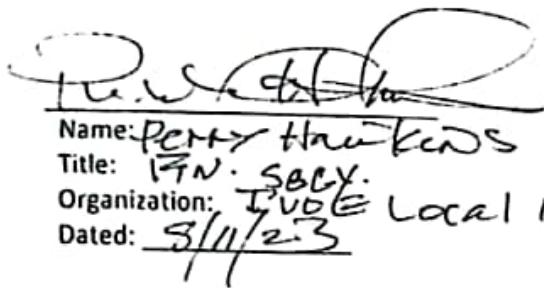
Scott D. McGolpin
Director of Public Works
County of Santa Barbara
Dated: 8/12/23

By:



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


David Sikorski
Business Manager
IUOE Local Union No. 12
Dated: 8/14/23
Name: David Garbarino
Title: President
Organization: IUOE Local Union No. 12
Dated: 8-11-2023


Name: Perry Hawkins
Title: 17N. Secy.
Organization: IUOE Local 12
Dated: 5/11/23

Attachment B

PROFESSIONAL SERVICE AGREEMENT



PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA BARBARA

And

{LEGAL VENDOR NAME}

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

For

COUNTY PUBLIC PROJECTS EXCEEDING \$10,000

PROJECT NUMBER: VARIOUS



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END LIST OF EXHIBITS AND ATTACHEMENTS



PROFESSIONAL SERVICES AGREEMENT

FOR

COMMUNITY WORKFORCE AGREEMENT COMPLIANCE DUTIES

COMMUNITY WORKFORCE COORDINATOR

This is an agreement between THE COUNTY OF SANTA BARBARA ("Owner" or "County") and {LEGAL VENDOR NAME}, 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 Santa Barbara Veterans Memorial Building Upgrades ("Project"); and

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

NOW, THEREFORE, Owner and Consultant agree as follows:

PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 Agreement For Services

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

2.02 Maximum Compensation

A. The sum of all payments made to Consultant pursuant to this PSA shall not exceed a maximum aggregate amount of **{WRITTEN PROPOSAL COST}** **(\${NUMERICAL})** ("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 **{PERIOD}** 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, "Changes," and Part 10.03, below; provided, however, that in no event shall payments to Consultant hereunder exceed the MCL.
- C. If there is a material increase in the Service(s) or Deliverable(s) required to complete the Services, and such increase is not in any way attributable to acts or omissions of or on behalf of Consultant, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of Consultant, OPM may request, and Consultant, pursuant to such request, shall provide, assistance in re-allocating the remaining available funds available hereunder. Such assistance must, if requested by OPM, also include a determination of any other Services necessary to complete the Project.
- D. If there is a material decrease in the Services or Deliverables required to complete the Services, Consultant If shall immediately notify OPM of such decrease, and agrees to accept a reasonable corresponding reduction in compensation hereunder.

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

5.01 Consultant as Independent Contractor

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

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 Base Services & Deliverables: See Exhibit A

PART 6 - CONSULTANT'S SCHEDULE

6.01 Schedule

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

PART 7 - INDEMNIFICATION & INSURANCE

7.01 Exhibit D Indemnification and Insurance Requirements

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

PART 8 - REPRESENTATION BY COUNSEL

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



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

PART 9 - HAZARDOUS MATERIALS

9.01 Responsibility for Hazardous Materials

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

PART 10 - COMPENSATION & PAYMENT

10.01 Compensation

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



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

5. Errors and Omissions

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

10.02 Reimbursable Expenses

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

10.03 Supplementary Services & Deliverables

- A. To the extent that County has established a Supplemental Services Allowance ("SSA") for the performance of services not included within the Services and Deliverables, such SSA is set forth in Exhibit C. Consultant shall only commence work other than as set forth in the SOW pursuant to a Supplemental Services Order duly executed by the County's OPM ("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. OPM 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.
 - 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 mediation 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 indicated willingness to accept a proposal for settlement made by the Mediator.

M. No Stenographic Record

- 1. There shall be no stenographic record of the Mediation.

N. Termination of Mediation

- 1. The Mediation shall be terminated:

- a. By the execution of a Settlement Agreement by the Parties with respect to the issues subject to the Mediation;
- b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
- c. By a written declaration of one or more of the Parties to the effect that the Mediation proceedings are terminated.

O. Exclusion of Liability

- 1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.

P. Interpretation and Application of These Mediation Provisions

- 1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.

Q. Expenses

- 1. The expenses of witnesses for each Party must be paid by the Party producing such witnesses.
- 2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned equally between the Parties, or otherwise, as the Mediator finds appropriate, or as may otherwise be agreed by the Parties, provided, however, that a Party shall not be responsible for any such Mediation expense to which such Party did not consent in advance in writing.

12.05 Compensation for Participation in Mediation

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

PART 13 - MISCELLANEOUS PROVISIONS

13.01 Capitalization and Formatting

- A. Terms capitalized in this PSA include those that are:
 - 1. Specifically defined; or
 - 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, constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, representations, or agreements, either written or oral, preceding this PSA.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant, except as otherwise expressly authorized herein.
- C. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

PART 16 - ORDER OF PRECEDENCE

- A. In the event of conflict or inconsistency between the provisions contained in Parts 1 through 18 of this Agreement and the provisions contained in the Exhibits, the provisions contained in Parts 1 through 18 of this Agreement shall control and prevail over those in the Exhibits, other than Exhibits D and F, which shall control and prevail. CONTRACTOR agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between CONTRACTOR's Proposal (attached hereto as part of Exhibit A), on the one hand, and any other provision(s) of this Agreement, on the other, the provisions of this Agreement other than CONTRACTOR's Proposal shall take precedence and control and prevail.

PART 17 - FEDERAL FUNDING PROVISIONS

- A. **FEDERAL PROVISIONS:** CONTRACTOR acknowledges that Federal financial assistance will be used to fund this Agreement. CONTRACTOR shall only use federal funds as authorized herein. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives, including, but not limited to, Title 2 of the Code of



Federal Regulations (CFR) Part 200, entitled, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and with the Federal Terms and Conditions attached hereto as EXHIBIT F and incorporated herein by reference. CONTRACTOR shall comply with grant agreements, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the Federal funds provided in connection with this Agreement. CONTRACTOR shall be responsible for providing Services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending funds provided in connection with this Agreement.

PART 18 - EXHIBITS

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



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

County of Santa Barbara

By: _____

STEVE LAVAGNINO, CHAIR
BOARD OF SUPERVISORS

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

By: _____
Deputy

CONSULTANT:
{LEGAL VENDOR NAME}
{CONSULTANT ADDRESS}

By: _____
Authorized Representative

Name: _____
Title: _____
Address: _____
City/State/Zip: _____

APROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

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

By: _____
Deputy

APPROVED AS TO FORM:
GREGORY MILLIGAN
RISK MANAGER

By: _____
Risk Manager

RECOMMENDED FOR APPROVAL:
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: _____
Department Head

END OF AGREEMENT



EXHIBIT A

SCOPE OF WORK; HOURLY RATES

The following scope of work and hourly rates, which include all overhead, administrative costs, and profit, shall apply to hourly-rate Services. Any rate increases must be approved in advance in writing by the OPM, and shall thereafter take effect on the following anniversary of the Board of Supervisors' approval of the PSA. Modifications to Consultant's Hourly Rate Schedule to include out-years beyond the rates identified in this Exhibit A, and the addition of personnel not identified in Exhibit B, will be negotiated by the Parties using as a benchmark the prevailing rates/increase for similar Consulting Services in the California Central Coast area, and are subject to prior written approval by the OPM in each instance as an administrative modification to the PSA.

CONSULTANT FIRM NAME: {LEGAL VENDOR NAME}

SCOPE OF WORK:

END EXHIBIT A



EXHIBIT B

CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be **{LEGAL VENDOR NAME}**. Consultant declares that the Project Manager shall be **{PROJECT MANAGER NAME}**.
- B. Consultant will only employ Subconsultants identified in the Consultant's response to the County's RFQ for this project, 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 contract agreements to Owner.
- C. None of the Staff or Subconsultants shall be replaced without OPM's prior written approval pursuant to an amendment to this PSA, . If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, upon written notice from Owner's Project Manager, Consultant shall, within fifteen (15) calendar days, remove that person from the Project and provide a qualified replacement acceptable to OPM, and subject to OPM's prior written approval.

END EXHIBIT B



EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Fixed Fee for the Base Services described in <u>Exhibit A, "Consultant's Scope of Work and Hourly Rates"</u> shall be:	
	Compensation for Base Services	\$0
	Services for Alternates	\$0
	SUBTOTAL: Fixed Fee for Base Services	\$0
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	\$0
c.	Supplemental Services Allowance (SSA) for Supplemental Services to the extent authorized by the Owner in writing during the Term pursuant to Change Order(s) in accordance with Part 10.03, above.	\$0
2.	MAXIMUM COMPENSATION LIMIT (a+b+c)	\$0

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



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 General Services Department
Capital Division
620 W. Foster Road
Santa Maria, CA 93455

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

County of Santa Barbara Public Works Department
Resource Recovery and Waste Management Division
130 Victoria Street
Santa Barbara, CA 93101

Attention: Jamie Reyes Perry, Civil Engineer Specialist
(805) 882-3625 / jperry@countyofsb.org

County of Santa Barbara Public Works Department
Transportation Division
620 W. Foster Road
Santa Maria, CA 93455

Attention: Esau Blanco, Engineering Manager
(805) 803-8764 / eblanco@countyofsb.org

b. Consultant:

{LEGAL VENDOR NAME}
{CONSULTANT ADDRESS}

Attention: {CONSULTANT CONTACT}

END EXHIBIT E



EXHIBIT F

Federal Clauses

1. Additional Federal Clauses Applicable for Federal Funding under this Agreement.

(2 CFR § 200.326; 2 CFR Part 200, Appendix II, Required Contract Clauses)

A. REMEDIES FOR NONCOMPLIANCE.

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

2. EQUAL EMPLOYMENT OPPORTUNITY.

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

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant



thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

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

3. CLEAN AIR ACT.

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

4. FEDERAL WATER POLLUTION CONTROL ACT.

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



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

5. DEBARMENT AND SUSPENSION.

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

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

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

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

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

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

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

7. PROCUREMENT OF RECOVERED MATERIALS.

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

i. Competitively within a timeframe providing for compliance with the contract performance schedule;



- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

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

8. CHANGES.

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

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

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

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

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



iv. In the event the Contractor's notice information is inadequate to make a decision, COUNTY will advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.

D. Equitable Adjustments.

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

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

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

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

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

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

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

12. NO OBLIGATION BY FEDERAL GOVERNMENT.

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

13. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.



14. MANDATORY DISCLOSURE

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



County of Santa Barbara: General Services and Public Works Departments

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

Name and Title of Contractor's Authorized Official

Date

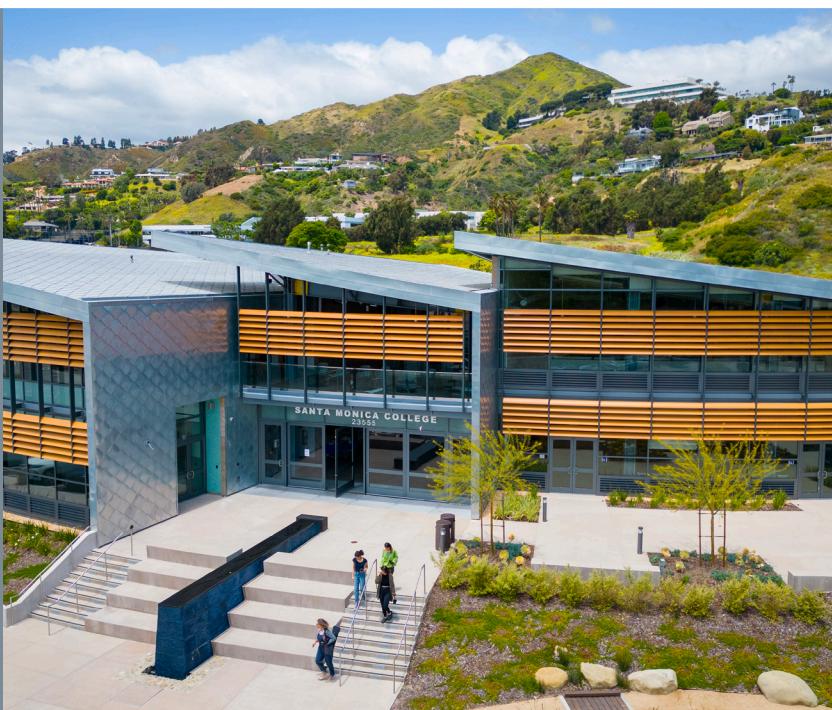
END EXHIBIT F



Attachment 2: Proposal dated June 6, 2024



Solutions for Success



June 6, 2024

Santa Barbara County
COMMUNITY WORKFORCE AGREEMENT-COMPLIANCE DUTIES
COMMUNITY WORKFORCE COORDINATOR

Submitted via PlanetBids



PURPOSE | COLLABORATION | VISION

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16	Section 9: Required Statements



Vanir Construction Management, Inc.

735 Tank Farm Road, Suite 230

San Luis Obispo, CA 93401

T 805-541-1425

F 805-541-1940

vanir.com

June 6, 2024
Santa Barbara County Public Works
123 E. Anapamu St
Santa Barbara, California 93105

Re: Community Workforce Agreement-Compliance Duties Community Workforce Coordinator

Members of the Selection Committee:

Congratulations on moving forward with your new County of Santa Barbara Public Projects! Vanir Construction Management, Inc. (Vanir) is thrilled for this opportunity to support County of Santa Barbara and provide Community Workforce Coordinator services for your project. Our team is extremely well-suited to provide the leadership and expertise to ensure the success of this critical local initiative through proper monitoring and compliance documentation.

Our Experience: Vanir is recognized throughout the state of California and the nation for our expertise in managing county government projects; specifically, both vertical (Probation Headquarters) and horizontal (Tajiguas Landfill and Santa Claus Lane) projects. For your important project, we have assigned Rob Nash, one of our most senior project directors and Sean Murphy, an experienced assistant construction manager.

Firm Name/Mailing Address: Vanir Construction Management, Inc.
735 Tank Farm Road, Suite 230
San Luis Obispo, CA 93401

Year Established: 1980

Entity Type: Corporation

Organizational Structure and Size: Vanir is a proud minority- and woman-owned firm with offices in seven states, including ten in California. Our Sacramento office is our headquarters, housing our corporate leadership and firm-wide resources. Over the last five years, Vanir has consistently maintained a staff of approximately 340 people, with our current staff count at 343.

Local Team: Vanir has enjoyed having a local presence on the Central Coast for 35 years, establishing our San Luis Obispo office in 1989. Project Director Rob Nash, RA, is based out of our San Luis Obispo office and lives on the Central Coast. In addition, Community Workforce Coordinator Sean Murphy will reside in the Santa Barbara area for the duration of our services.

Vanir Contact Person: Rob Nash, RA
Senior Project Director
735 Tank Farm Road, Suite 230
San Luis Obispo, CA 93401
E: rob.nash@vanir.com | T: 805-674-4414

Your Advocate: Vanir has helped many clients deliver highly effective public works facilities including all the various building types available. Many of our clients have projects that are subject to a project labor agreement, like your Community Workforce Agreement; we routinely monitor overall compliance with these agreements as part of the project documentation. Additionally, Vanir has worked with grants on projects that also require extensive compliance documentation, such as FEMA projects. We bring this experience to your project to hit the ground running.

Seasoned Local Project Director/Community Workforce Coordinator: Senior Project Director Rob Nash is an architect with over 40 years of design and construction management experience; more importantly, he is a problem-solver who thrives in any environment to creatively guide his clients through difficult project challenges. Our community workforce coordinator for your project, Sean Murphy, is an experienced assistant construction manager working with contractors and facilitating compliance monitoring, tracking and documentation.

Leaders in the Industry: Vanir is a construction management company with four decades of experience working with public sector clients, with a local office in San Luis Obispo. While the bulk of the effort in administering your CWA is monitoring and compliance documentation, we believe it's important that the Community Workforce Coordinator has experience in construction to help anticipate and resolve any issues as they arise.

Proprietary Information: There is no proprietary information in our proposal.

Addenda Acknowledgement: There has been no addenda issued.

Our team is enthusiastic about this opportunity to support the County of Santa Barbara with this important local initiative.

Sincerely,

Vanir Construction Management, Inc.



Jerry Avalos

President

jerry.avalos@vanir.com | 805-541-1425



Rob Nash

Senior Project Director

rob.nash@vanir.com | 805-674-4414

Section 2



Signatory Requirements

ENTITY TYPE

Corporation

**FULL LEGAL NAME
OF CORPORATION**

Vanir Construction Management, Inc.

**SIGNATURE OF
DULY AUTHORIZED
OFFICER OF THE
CORPORATION**



**NAME/TITLE OF
OFFICER**

Jerry Avalos, President

Section 3



Qualifications

VANIR STATS

\$28 Billion
in Public Sector
Construction

3750+ Public
Projects

450+ Public
Government
Agencies

ABOUT VANIR

Vanir is one of the nation's leading program, project and construction management firms. For more than 40 years, Vanir has helped public agencies manage more than \$30.8 billion of construction. Our financial strength has led Engineering News-Record to list us among the "Top 100 CM Firms" for the past 25 years.

We have proudly maintained our Central Coast office in San Luis Obispo for 35 years. We specialize in executing projects from initial conception and design through construction and occupancy, never losing focus on achieving set goals for cost, schedule, quality, sustainability and safety. We combine seasoned personnel, specialized expertise and state-of-the-art management information systems to determine our clients' needs and protect their interests.

We believe we have assembled the strongest team with the most relevant experience. We are leaders in designing and constructing public sector facilities. Our team has the focused technical knowledge of secure, public-facing buildings, California Building Codes, CWA and FEMA requirements that specifically relate to public sector facilities.

We are fortunate to be able to assemble a team of professionals that are perfectly aligned with Santa Barbara County's needs. Our expert team is comprised of individuals with engineering, architectural, administrative and owner representative backgrounds, who have been blended into a cohesive, multi-disciplinary team of professionals dedicated to delivering capital programs and projects for a diverse list of clients. We have assembled a local team with decades of public project experience that will deliver the personal, hands-on experience your project requires, with the benefit of national resources. The team presented here will be available to the County throughout all phases of your project.



SCOTT MURPHY, CCM | **VANIR**

Principal-in-Charge

Summary of Qualifications

Scott Murphy has over 25 years of experience in a variety of construction market segments including public safety, criminal justice and public works. He has managed every aspect of the project lifecycle from initial conception through completion.

Project Experience

County of Fresno, On-Call Sheriff Substation, Fresno, CA. Project Manager, \$11.7 million, 6.5 acre site with 22,645 SF substation and 35,520 SF storage facility, New Construction, Design-Bid-Build.

City of Corcoran, New Police Station, Corcoran, CA. Project Director, \$5.5 million, 11,500 SF, New Construction, Modular, Design-Build.

County of Merced, New Courthouse, Merced, CA. Project Manager, \$28.5 million, 57,600 SF, 6 Courtrooms, Local, State Funded, Design-Bid-Build.

Education

Bachelor of Science, Construction Management, California State University, Fresno

Length of Service with Vanir: 16 years



ROB NASH, RA | **VANIR**

Senior Project Director

Summary of Qualifications

Rob Nash has 40 years of proven experience in the design and construction of outstanding public sector projects throughout the State of California.

Project Experience

Santa Barbara County CWA Specs, Santa Barbara, CA. Project Director.

San Luis Obispo County, San Luis Obispo Co-Located Dispatch Center, Templeton, CA. Project Manager, \$18 million, 17,000 SF, New Construction, Essential Services Facility.

City of Pismo Beach, New Public Safety Building, Pismo Beach, CA. Project Director, \$25 million, 26,500 SF.

County of Colusa, Jail Facility (SB863), Colusa, CA. Project Manager, \$20 million, 84-bed.

County of Merced, New Los Banos Courthouse, Judicial Council of California, Merced, CA. Project Manager, \$27 million, 30,000 SF, New Construction.

Education

Bachelor of Architecture, Temple University, Philadelphia

Professional License

CA Registered Architect #28592

Length of Service with Vanir: 11 years



SEAN MURPHY | VANIR

Community Workforce Coordinator

Summary of Qualifications

Sean Murphy has over 20 years of experience in client support. Sean has successfully led multifaceted projects to completion, ensuring adherence to timelines, budgets and quality standards. He is capable of engaging diverse stakeholders, including community groups, government agencies and private sector partners, to foster collaboration and achieve project objectives.

Education

Coursework at Mesa Community College

Certifications

OSHA 10-Hour

Length of Service with Vanir: 1 year

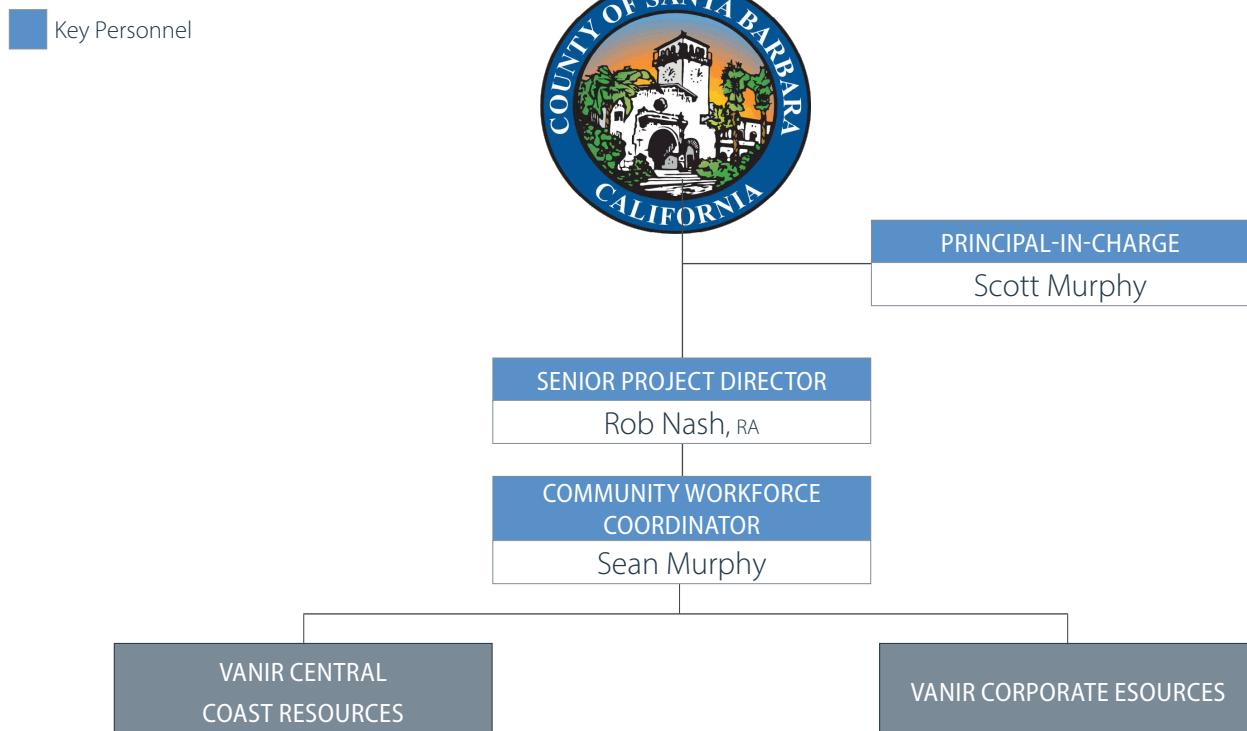
Project Experience

Valleywise Health, Special Health Care District Expansion Program, Phoenix, AZ. Assistant Project Manager, \$935 million, 1.9 million SF, CMAR.

Valleywise Health, Piper VGP 5th DMG -VGP & DMG 5th Floor, Phoenix, AZ. Assistant Project Manager, \$2.7 million, 20,519 SF, IPD.

ACH Valleywise Health, Care Reimagined, Phoenix, AZ. Assistant Project Manager, \$464 million, 617,000 SF of built-out space and a shelled 10th floor, IPD.

VANIR TEAM ORGANIZATION CHART



Section

4



Experience of Firm

Vanir has maintained an office in San Luis Obispo for over 35 years. Our Central California office has a staff of approximately 25 with a full complement of seasoned construction professionals experienced in a wide variety of project types, construction types, funding mechanisms and compliance monitoring. Our staff has many years of experience documenting compliance with grant funding, FEMA and other disaster-related funding, as well as monitoring and documenting compliance with master labor agreements and project labor agreements, very similar to your newly activated Community Workforce Agreement.

YOUR VANIR TEAM EXPERIENCE

Our Senior Project Director Rob Nash worked directly with the County to update the specifications for the Probation Headquarters and the Tajiguas Landfill projects to incorporate the requirements of the Community Workforce Agreement (CWA). Rob worked closely with County staff to modify the County standard specifications for both vertical projects (Probation Headquarters) and the County revisions to the Caltrans specifications for horizontal projects such as the Tajiguas Landfill and Santa Claus Lane projects. Through these efforts Rob has become very familiar with the goals, intent and requirements of the CWA, as well as the responsibilities of the Community Workforce Coordinator position spelled out in the CWA. Our proposed Community Workforce Coordinator Sean Murphy is a detail-oriented person with strict attention to the "small stuff." Sean is coming off of a very large hospital project where he worked closely with hospital staff, contractors and IT vendors to coordinate the installation of many of the technical systems that make a modern hospital work. Sean is skilled in asking the right questions, documenting

responses and actions and following up until issues are resolved to completion. These are ideal skills for the community workforce coordinator position. Rob will work closely with Sean to ensure he has all the tools, support and resources he needs to perform the position's responsibilities. Additionally, Rob has more than 40 years' experience in designing and constructing public facilities and is available to the team as needed.

VANIR EXPERIENCE WITH COMPLIANCE MONITORING

Throughout our 40+ years of providing construction management services, we have worked on many projects that are subject to project labor agreements, like your CWA. We note that many of these labor agreements have been in Southern California and the Bay Area; this is one of the first labor agreements on the Central Coast. Our experience in the past with labor agreements has run the gamut from very minor monitoring to full compliance monitoring services. One of our most successful labor compliance projects was for Hayward Unified School District.

VANIR LABOR COMPLIANCE SUCCESS

The Hayward community passed Measure I for new school projects with a desire to stimulate the local economy. Vanir assisted Hayward Unified School District in developing and implementing a project stabilization agreement requiring that Hayward residents comprise a minimum of 30 percent of the craft labor for each contractor. This goal was exceeded with a total of 43 percent. This translates to 130 Hayward construction workers throughout the Measure I construction period, which equates to approximately \$40 million of worker's wages/benefits and \$40 million of revenue to Hayward businesses from the \$205 million bond measure.



California Fire, DGS

VANIR LABOR AGREEMENTS

A sample of our other clients with project labor agreements include:

- Los Angeles Community College District
- Hayward Unified School District
- Contra Costa County
- Los Angeles Unified School District
- Port of Long Beach
- Los Angeles World Airport
- San Francisco Unified School District
- City of Los Angeles
- Fremont Unified School District
- Sacramento City Unified School District

In addition to compliance monitoring for labor agreements, we also perform similar services for projects with grants and FEMA/disaster funding to ensure the project complies with all requirements and our clients receive full reimbursement.

Hayward Unified School District Measure I Bond Program



PROJECT DESCRIPTION

Hayward Unified School District (HUSD) Measure I Bond Program was a highly successful effort that involved the rebuild and renovation of five schools (two of which were complete re-builds), and districtwide safety improvements at 37 HUSD sites. Vanir was brought on board as the program, project and construction manager for the Bond Program.

The community passed Measure I for new school projects with a desire to stimulate the local economy. Vanir assisted HUSD in developing and implementing a project stabilization agreement requiring that Hayward residents comprise a minimum of 30 percent of the craft labor for each contractor. This goal was exceeded with a total of 43 percent. This translates to 130 Hayward construction workers throughout the Measure I construction period, which equates to approximately \$40 million of worker's wages/benefits and \$40 million of revenue to Hayward businesses from the \$205 million bond measure.

KEY RELEVANCE

- ✓ Bond Management
- ✓ PLA Compliance
- ✓ Project Labor Agreement

LOCATION

Hayward, California

DELIVERY METHOD

Lease-Leaseback

PROGRAM SIZE

371,461 SF

PROGRAM BUDGET

\$205 Million

COMPLETION DATE

2012

San Benito Quick Start Road Improvement Plan



KEY RELEVANCE

- ✓ Grant Management
- ✓ Horizontal Construction
- ✓ County Project

PROJECT DESCRIPTION

Vanir is providing construction management and inspection services for San Benito County's Road Improvement Plan, consisting of road construction, bridge repair and new retaining walls for 12 roads. Vanir's role includes preparing plans, specs and estimates based on information from core samples provided from the County's geotechnical engineer. The proposed road rehabilitation method is cold-in-place recycling with an asphalt pavement overlay or full depth reclamation.

The road projects are funded by a variety of sources, including community-approved Measure G, local government enterprise and state-allocated SB-1 funds.

LOCATION

San Benito, California

DELIVERY METHOD

Design-Bid-Build

PROGRAM SIZE

12 Roads (9.2 miles)

PROGRAM BUDGET

\$8 Million

COMPLETION DATE

2020-2022

New Orleans Charter Science and Mathematics High School



KEY RELEVANCE

- ✓ FEMA Grant
- ✓ Scope Compliance
- ✓ Grant Compliance

PROJECT DESCRIPTION

New Orleans Public Schools brought the CBRE|Heery|Vanir team onboard to perform program management services for the construction of the New Orleans Charter Science and Mathematics High School (Sci High). Located in the heart of the city, the 129,716-square-foot facility was funded mainly by FEMA grants that were awarded due to Hurricane Katrina. Our joint venture team was hired seven months into the construction phase and we quickly took measures to address scope creep and minimize potential change orders, reaching substantial completion four months ahead of the baseline completion date.

LOCATION

New Orleans, Louisiana

DELIVERY METHOD

Design-Bid-Build

SQUARE FOOTAGE

129,716 SF

PROJECT BUDGET

\$27.5 Million

CONSTRUCTION START/COMPLETION DATE

2018-2020

Section

5



Proposed Work Plan, Time Schedule and Workload

VANIR'S STAFF AND WORKLOAD

Vanir is a 340+ person construction management firm specializing in public sector projects like the three County projects included in this proposal. Our proposed Community Workforce Coordinator Sean Murphy is coming off a long term assignment will be assigned full-time to the position for these projects; Sean will be 100% dedicated and available to this effort. Our Senior Project Director Rob Nash will be available to Sean and the projects as a resource as needed. Additionally, Sean will be backed up by the 25 professionals out of our Central Coast office in San Luis Obispo, and will have our full suite of corporate resources located in Sacramento as needed. Vanir has performed project labor agreement services for many of our clients; we have reviewed the scope of work described in the RFP and we have the expertise and availability to perform these services for the County of Santa Barbara as described.

In the following we describe our process and deliverables for each of the three projects. We expect the Probation Headquarters project will be the most intense, in terms of length of construction, relative complexity of the project and required number of specialty subcontractors. We expect the Tajiguas Landfill and Santa Claus Lane projects to be somewhat less intense, but will still require careful and regular monitoring and documentation to ensure compliance with the CWA.

OUR PATHWAY TO SUCCESS:

SET	Data Driven Goals
ESTABLISH	Clear Roles & Responsibilities
COLLECT	Data To Track Progress
REPORT	Progress Toward Goals
ENFORCE	To Ensure Progress
SUPPORT	For Local Workforce Initiatives

PROJECT CWA INITIATION PHASE

Project CWA Initiation Tasks

1. Establish goal, needs and data metrics to measure progress and compliance
2. Develop/customize reporting software, format and templates
3. Preconstruction CWA meeting with the contractor, subcontractors, union representative, and the County to discuss:
 - 3A. CWA goals and requirements
 - 3B. Roles and responsibilities:
 - i. Community Workforce Coordinator
 - ii. County
 - iii. Contractor
 - iv. Subcontractor
 - v. Union representatives
 - 3C. Letters of assent
 - 3D. Core workers
 - 3E. Apprentice requirements
 - 3F. Issue/grievance process and resolution
 - 3G. Labor request form, submittal timing and timing of union reponse
 - 3H. Local workforce initiatives
 - 3I. Current labor issues

4. Verify letters of assent for all identified contractors and subcontractors
5. Verify core workers and apprentices meet CWA requirements
6. Coordinate with contractor and union representatives to develop outreach programs to promote the local workforce, service providers and suppliers

✓ CWA INITIATION DELIVERABLES

- Document CWA goals, needs and data metrics that will be collected to verify compliance with the CWA
- Customized reporting templates for use on the project
- Preconstruction CWA meeting minutes
- Documentation of letters of assent, core workers and apprentice requirements
- Documentation of local workforce initiatives

PROJECT CWA CONSTRUCTION PHASE

Project CWA Construction Regularly Scheduled Tasks

1. Regular bi-weekly project labor meeting (attended by County, contractor, subcontractors as needed, and union representatives) to discuss:
 - 1A. Project safety
 - 1B. 4-week labor look ahead schedule
 - 1C. Labor needs
 - 1D. Specialty crafts and availability
 - 1E. Issues/grievances
2. Regular weekly unannounced site visits to verify compliance with the CWA including worker interviews as needed
3. Monthly wage rate verification – we recommend the contractor provide wage rate information to be included with monthly invoicing for the project; verification of wage rates can be a condition of County approval of monthly contractor application for payment
 - 3A. Goals, needs and data metrics to be measured
 - 3B. Progress toward meeting goals and needs verified by data metrics
 - 3C. Any issues with progress
 - 3D. Any issues with labor availability, specialty crafts, etc.
 - 3E. Labor issues and/or grievances and resolution

- 3F. Anticipated work and labor needs for next 4 weeks.

5. Verify apprentice utilization, training and monthly project labor report showing:

✓ CWA CONSTRUCTION PHASE REGULARLY SCHEDULED DELIVERABLES

- Bi-weekly project labor meeting minutes
- Field reports for weekly site visits
- Monthly wage rate verification report
- Monthly project labor report
- Quarterly apprentice utilization and training report

PROJECT CWA CONSTRUCTION PHASE

Project CWA Construction Intermittent Tasks

1. Attend Owner, Architect, Contractor (OAC) meetings as requested
2. Verify ongoing letters of assent as new subcontractors are brought on board
3. Support the County in any formal grievance process as outlined in the CWA
4. Attend local workforce events

✓ CWA CONSTRUCTION PHASE INTERMITTENT DELIVERABLES

- Meeting minutes for attended OAC meetings
- Updated letter of assent report
- Documentation as needed to support the County in a grievance process
- Reports on events attended

PROJECT CWA CLOSEOUT PHASE

Project CWA Closeout Tasks and Documentation

1. Final monthly labor report showing progress made toward all goals and needs
2. Final wage rate verification report
3. Final letters of assent report
4. Final apprentice utilization and training report
5. Final report on grievances and resolution
6. Final report on local workforce initiative
7. Provide the County with final electronic versions of all project documents



Proposed Time Schedule

WORK SCHEDULE LEGEND

✓ Award Date

Preliminary Work Schedule	2024												2025												2026													
	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Ap	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Ap	May	Jun	Jul	Aug	Sep	Oct									
Proposed Timeline Schedule per the RFQ/P																																						
Monthly Breakdown	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Ap	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Ap	May	Jun	Jul	Aug	Sep	Oct									
Probation Headquarters	✓	Initiation		Construction																		Closeout																
Tajiguas Landfill	✓	Initiation	Construction																		Closeout																	
Santa Claus Lane	✓		Initiation	Construction																		Closeout																

AFFIRMATION OF OUR ABILITY TO PERFORM THE WORK

Vanir currently maintains a staff of approximately 343 construction managers, architects, engineers and administrative staff. For your project we propose the following people:

SCOTT MURPHY, PRINCIPAL-IN-CHARGE. Scott will maintain executive oversight of the project and is available to the project team and the County throughout the project, as needed.

ROB NASH, SENIOR PROJECT DIRECTOR. Rob is responsible for overseeing the project's progress, ensuring that we provide the County with the needed services and providing the necessary staff and resources to perform the work. We expect Rob's role on the project to account for 5-10% of his time, depending on the phase and specific project needs. As a project director, Rob typically oversees three to five projects at a time, and your project will fit well into his schedule.

SEAN MURPHY, COMMUNITY WORKFORCE COORDINATOR. Sean will perform the day-to-day tasks with oversight from Rob and Scott.

We affirm that Vanir has staffed this project with highly experienced professionals who are skilled in the tasks necessary for the bidding, construction and closeout processes for the County of Santa Barbara's Community Workforce Coordinator. We further commit that Vanir will provide whatever resources are necessary to ensure the success of your project.

Section

6



El Dorado County Public Safety Facility

References for Past Performance:

Our team has extensive experience successfully delivering construction of important public safety project. The following references highlight three comparable projects of our proposed Vanir team.

1 | City of Los Banos, Police Headquarters



REFERENCE CONTACT

Client Contact: Ray Reyna

Title: Los Banos Chief of Police

Address: 945 5th St, Los Banos, CA 93635

Phone: 209-675-5797 | **Email:** ray.reyna@losbanos.org

CONTACT PERSON'S ROLE IN THIS PROJECT

Ray oversaw project management and progress for the City of Los Banos new Police Headquarters.

SCOPE OF SERVICES

- Design management
- Bridging documents
- Construction management
- Inspection
- Commissioning
- Cost controls
- Risk assessments

PROPOSER'S STAFF/ROLE

Rob Nash, Sr. Project Director

Scott Murphy, Principal-in-Charge

2 | ACH Valleywise Health, Care Reimagined



REFERENCE CONTACT

Client Contact: Stephen Schiavone

Title: Chief Technology & Innovation Officer Assistant Professor

Address: 2601 East Roosevelt, Phoenix, AZ 85008

Phone: 602-344-8487 | **Email:** steve.schiavone@valleywisehealth.org

CONTACT PERSON'S ROLE IN THIS PROJECT

Stephen was a part of design and engineering and then oversaw its implementation; and architectural across the entire IT technology stack.

SCOPE OF SERVICES

- Health and safety regulations
- Infection Control Risk Assessment (ICRA)
- Compliance with the Americans with Disabilities Act (ADA)
- Occupational Safety and Health Administration (OSHA) standards

PROPOSER'S STAFF/ROLE

Sean Murphy, Construction Manager

3 | San Benito Quick Start Road Improvement Plan



REFERENCE CONTACT

Client Contact: Steve Loupe

Title: Assistant Director - Public Works Engineering/Operations County Engineer

Address: 2301 Technology Parkway, Hollister, CA 95023

Phone: 831-902-2271 | **Email:** sloupe@cosb.us

SCOPE OF SERVICES

- Horizontal construction
- Preparation of plans, specs and estimates
- Grant management
- Construction management and inspection services
- Road rehabilitation

PROPOSER'S STAFF/ROLE

Scott Murphy, Project Director

CONTACT PERSON'S ROLE IN THIS PROJECT

Steve coordinated and supervised delegated operations and functions to plan, design, and oversee the construction.

Section 7



Deliverables

Vanir has various software programs that we utilize in order to deliver successful construction management projects. To provide the deliverables to County of Santa Barbara, we utilize the following software:



- Word documents in Microsoft Word
- Spreadsheets in Microsoft Excel
- Schedules in Microsoft Project
- PDF or Bluebeam Writer
- Databases as necessary for compiling, storing and accessing the project records in a commonly available format
- Vanir has worked with all of the major web-based project management systems and can accommodate the preferences of the County and the contractor

Section 8

40 days	Mon 14.09.09
45 days	Tue 29.09.09
30 days	Tue 13.10.09
60 days	Mon 21.09.09
40 days	Wed 07.10.09
20 days	Thu 12.11.09



Cost Proposal

Attached in a separate file and not included in the page count per the RFQ/P.

Section

9



Required Statements

Vanir has provided the required statements on the following pages for the County of Santa Barbara.

COMPLETED STATEMENT	
✓	Non-substitution for the designated members of the proposed staff members and sub-consultants without prior approval by County
✓	Non-conflict of interest
✓	Non-collusion affidavit
✓	Statement listing of litigation and/or claims related to past projects for the past ten (10) years <i>*Additional information provided</i>
✓	Ability to fulfill the indemnification and insurance requirements contained in the PSA
✓	Proof of DIR Registration and County Vendor Registration
✓	Retention of Proposal

NON-SUBSTITUTION FOR THE DESIGNATED MEMBERS OF THE PROPOSED STAFF MEMBERS WITHOUT THE COUNTY'S PRIOR WRITTEN APPROVAL IN EACH INSTANCE

June 6, 2024

Vanir acknowledges that we are not to substitute designated members of the proposed staff members without the County's prior written approval in each instance.

Vanir Construction Management, Inc.
Proposer


 A handwritten signature in blue ink, appearing to read 'Jerry Avalos', is placed over a blue oval-shaped graphic.

Jerry Avalos, President



Santa Monica College - LA Sheriffs Station

NON-CONFLICT OF INTEREST

June 6, 2024

The Proposer hereby warrants and covenants that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting Agreement and that no such person will be employed in the performance of such Agreement without the Proposer's prior written disclosure to the County of each such fact.

Further, Proposer is not currently committed to another project that would constitute a conflict of interest with the Project defined in this County's RFQ #: 19014 – RFQ/P for County of Santa Barbara COMMUNITY WORKFORCE AGREEMENT - COMPLIANCE DUTIES COMMUNITY WORKFORCE COORDINATOR.

Vanir Construction Management, Inc.

Proposer

Jerry Avalos, President



NON-COLLUSION AFFADAVIT

June 6, 2024

The Proposer hereby certifies and warrants that our proposal is made without any previous understanding, agreement, or connection with any person, firm, corporation, or other entity submitting a separate proposal for the same Project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

Vanir Construction Management, Inc.

Proposer



Jerry Avalos, President

STATEMENT LISTING OF LITIGATION AND/OR CLAIMS RELATED TO PAST PROJECTS FOR THE PAST TEN (10) YEARS

Crystal Wenger v. Balfour Beatty Construction, LLC, et al.

Filed: April 3, 2017

Plaintiff, an employee of Western State Hospital, alleged injury due to a slip and fall incident in the shower caused by standing water. Vanir was under contract with the Commonwealth of Virginia to perform project management and inspection services at the Western State Hospital project in Staunton, VA. We understood there was initially a defect in the slope with regard to the construction of the shower pan in question, which Vanir did not construct. However, the problem was corrected prior to when the Plaintiff allegedly sustained her injury. All hospital staff were made aware of the correction. Vanir denied liability and ultimately settled for a nominal amount to resolve the matter. Vanir was dismissed with prejudice.

Richard Smith v. City of Los Angeles, et al.
Los Angeles County Superior Court

Filed: 2017

Plaintiff was the employee of a Subcontractor working on the Los Angeles County Metropolitan Transportation Authority project. Plaintiff suffered an injury while on the jobsite. Vanir denied liability. Ultimately, the Court granted Summary Judgment in favor of Vanir and against Plaintiff in November 2019.

Alliance of Schools for Cooperative Insurance Programs v. Western Alta Construction, Inc., et al.
Filed: 04/30/2019

Superior Court of California, County of Los Angeles
Case No. 19GDCV00539

This claim concerned the construction of a gymnasium for the South Pasadena Unified School District in which Vanir was hired to provide construction management services. The project was completed in May 2009. In March 2017, the gymnasium suffered water damage. The District filed a claim with Plaintiff for the repair of the facility. Plaintiff completed the repairs and as subrogee of the District, was seeking reimbursement against the Defendants for the damages caused to the

District. Vanir denied all liability. Alliance ultimately amended the complaint and Vanir was dismissed from the case.

Linda Angelakis v. ACME Construction Company Inc.
Filed September 22, 2020

This was a personal injury claim alleging negligence and willful failure to warn. The incident occurred on March 15, 2018 near a job site in Jamestown, California. Plaintiff alleged that she tripped over construction materials and sustained injuries, despite the area being barricaded and marked. Vanir denied these allegations and the case was ultimately dismissed in December 2022.

Shoshone-Bannock Tribes v. Vanir Construction Management, Inc.

Filed: February 27, 2023

Court: Shoshone-Bannock Tribal Court, Fort Hall Reservation, Civil Div.

Case No. 2023-CV-CM-0051

This claim relates to a casino expansion project for the Shoshone-Bannock Tribes. Shoshone contracted Ormond Builders, Inc. for the construction of the project and two architect firms. After cost overruns and numerous disputes between the parties, the contract with Ormond was terminated and Ormond demanded an arbitration. The parties ultimately reached a confidential settlement. Shoshone then made a claim against the two architect firms and recently resolved those claims with the architects. On February 27, 2023, Shoshone filed a complaint against Vanir for alleged mismanagement of the project and Vanir denies these claims.

Quinault Indian Nation v. Vanir Construction Management, Inc.

Vanir entered into a Contract for project management services with the Quinault Indian Nation for the construction of their Generations Building. The Nation alleged that Vanir failed to provide services required by the contract and that Vanir failed to provide modification and change order management. Vanir disputed the Nation's claims. The parties ultimately settled the dispute for a nominal amount.

Robert Burden v. Stantec Architecture, Inc.; Vanir Construction Management, Inc.; and Jacobs
Filed: 07/14/2021

Superior Court of California, County of Monterey
Case No. 21CV002243

On August 1, 2019, Plaintiff was a locksmith at the correctional facility in Soledad, California. Plaintiff alleged that he was injured when he tripped and fell due to a missing rail at the project site. Plaintiff alleged negligence and other claims against the defendants. Vanir denied all liability and was ultimately dismissed from this matter without prejudice.

Best Contracting Services, Inc. v. Colton Joint Unified School District; Action Sheet Metal; and Vanir Construction Management, Inc.

Filed July 19, 2022

Superior Court of California, County of San Bernardino

Case No. CIVSB2209385

On May 6, 2022, Colton Joint Unified School District ("CJUSD") filed a complaint against Best Contracting Services, Inc. ("Best") alleging negligence-latent defect, breach of contract, breach of implied covenant to perform work in a good and competent manner. In March of 2012, CJUSD independently hired Best to complete sheet metal and roofing work at Grand Terrace High School. After the work was completed the school began experiencing a series of leaks and informed Best in 2016. Best attempted to fix the issue but the leaks continued. Best has subsequently filed a cross complaint against CJUSD, Action Sheet Metal and Vanir. Vanir was the construction manager on the original project, but CJUSD independently hired Best to complete these particular repairs. Vanir did not perform any of the installation or repairs and denies all liability. Additionally, this matter has settled and is pending approval from the court.

City of Lemoore v. J.R. Filanc Construction Company, Inc.; Vanir Construction Management, Inc.; Zurich American Insurance Company; and Estate of Dion Jones, Deceased

Filed: August 1, 2022

Superior Court of California, County of Kings
Case No. 22C-0041

On February 10, 2022 the family of Dion Jones filed a complaint against the City of Lemoore alleging personal injury, property damage and wrongful death. In June of 2021, while Mr. Jones was performing hot work, there was an explosion of a water tank that resulted in the loss of his life. The deceased was an employee of a J.R. Filanc a subcontractor working on the City of Lemoore water tank project. The City has subsequently filed a cross complaint against the decedent's estate, J.R. Filanc, Vanir, and Zurich. Vanir was the construction manager of a nearby City project and had no knowledge of the work performed by J.R. Filanc and Mr. Jones, as Vanir was not provided with notice from any of the other parties. Vanir denies all liability.

Border Coast Regional Airport Authority v. Danco Builders Northwest, Inc. and Vanir Construction Management, Inc., et al.

Filed: April 12, 2023

Court: Superior Court of California, County of Del Norte

Case No. CVUJ-2023-1099

On April 12, 2023 Del Norte County Border Coast Regional Airport Authority ("BCRAA") filed a complaint alleging a defect stemming from design and installation of a rain gutter and alleged water damage. BCRAA has brought claims against AECOM, the architect, Danco, the general contractor, and Vanir as the project manager. BCRAA's complaint has been filed, but has not been served as the parties are working on resolving this matter informally. Vanir denies all liability as it was not engaged in the design, architecture, engineering, material selection, and related approvals of the alleged defective gutter.



ABILITY TO FULFILL THE INDEMNIFICATION AND INSURANCE REQUIREMENTS CONTAINED IN EXHIBIT C OF THE AGREEMENT, ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

The Proposer hereby assures the County that it has the ability to fulfill the indemnification and insurance requirements contained in Attachment B, attached to and incorporated in the County's RFQ #: 19014 – RFQ/P for County of Santa Barbara COMMUNITY WORKFORCE AGREEMENT - COMPLIANCE DUTIES COMMUNITY WORKFORCE COORDINATOR.

We understand that actual certificates of insurance are not required by the County as part of our submittal.

Vanir Construction Management, Inc.

Proposer



Jerry Avalos, President

PROOF OF DIR REGISTRATION AND COUNTY VENDOR REGISTRATION

Contractor Information		Registration History	
		Effective Date	Expiration Date
Legal Entity Name	VANIR CONSTRUCTION MANAGEMENT, INC.	06/14/18	06/30/19
Legal Entity Type	Corporation	05/18/17	06/30/18
Status	Active	06/30/16	06/30/17
Registration Number	1000005003	06/25/15	06/30/16
Registration effective date	07/01/23	01/08/15	06/30/15
Registration expiration date	06/30/24	07/01/19	06/30/20
Mailing Address	4540 DUCKHORN DRIVE, SUITE 300 SACRAMENTO 95834 ...	07/01/20	06/30/21
Physical Address	4540 DUCKHORN DRIVE, SUITE 300 SACRAMENTO 95834 ...	07/01/21	06/30/22
Email Address	amanda.white@vanir.com	07/01/22	06/30/23
Trade Name/DBA		07/01/23	06/30/24
License Number (s)	CSLB:459092		
	CSLB:459092		

Legal Entity Information

Corporation Entity Number:	C1013782
Federal Employment Identification Number:	953614238
President Name:	Jerry Avalos
Vice President Name:	Masood Mesbah
Treasurer Name:	Sam Lee
Secretary Name:	Amanda White
CEO Name:	Dorene Dominguez
 Agency for Service:	
Agent of Service Name:	Dorene Dominguez
Agent of Service Mailing Address:	4540 Duckhorn Drive, STE 300 Sacramento, CA 95834

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

PEO Information	Name	Phone	Email
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Insured by Carrier	Vanir Construction Management, Inc.
Policy Holder Name:	ZURICH A
Insurance Carrier:	WC10207
Policy Number:	07/01/23
Inception date:	07/01/24
Expiration Date:	



John J Benoit Detention Center

RETENTION OF PROPOSAL

Vanir acknowledges that after submittal of the proposal, it will become the property of the County and will no longer be available to be returned to the Proposer.

Vanir Construction Management, Inc.

Proposer

A handwritten blue ink signature of Jerry Avalos, President of Vanir Construction Management, Inc.

Jerry Avalos, President

Solutions for Success

VANIR

735 Tank Farm Road, Suite 230

San Luis Obispo, CA 93401

T 805-541-1425

F 805-541-1940



County of Santa Barbara: General Services and Public Works Departments



END EXHIBIT A



EXHIBIT B

CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the Principal in- Charge on behalf of Consultant shall be Scott Murphy, CCM. Consultant declares that the Project Manager for Consultant shall be Rob Nash, RA.
- B. Consultant will only employ Subconsultants identified in the Consultant's Proposal, 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 contract agreements to Owner.
- C. None of the Staff or Subconsultants shall be replaced without OPM's prior written approval pursuant to an amendment to this PSA. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, upon written notice from 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.

END EXHIBIT B



EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Fixed Fee for the Base Services described in <u>Exhibit A, "Consultant's Scope of Work and Hourly Rates"</u> shall be:	
	Compensation for Base Services	\$241,500
	Services for Alternates	\$0
	• Compensation for Base Services performed under the Original Contract in connection with the Project Initiation and Construction phases of Project Nos. 19014, 24023, and 24024.	\$175,000
	• Compensation for Base Services in connection with the Construction and Closeout phases of Project Nos. 19014, 24023, and 24024.	\$66,500
	SUBTOTAL: Fixed Fee for Base Services	\$241,500
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	\$0
c.	Supplemental Services Allowance ("SSA") for Supplemental Services to the extent authorized by the Owner in writing during the Term pursuant to Change Order(s) in accordance with Part 10.03, above.	\$6,670
2.	MAXIMUM COMPENSATION LIMIT (a+b+c) ("MCL")	\$248,170.00

3. PROGRESS PAYMENTS

- a. For **FIXED FEE** portion, Progress Payments will be on the basis of completion of Project Milestones.
- b. Supplemental Services pursuant to Change Order(s), payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A. **(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



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
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 General Services Department
Capital Division
912 W. Foster Road
Santa Maria, CA 93455

Attention: Diana Estorga, Capital Division Chief
(805) 934-6229 / diestorga@countyofsb.org

County of Santa Barbara Public Works Department
Resource Recovery and Waste Management Division
130 Victoria Street
Santa Barbara, CA 93101

Attention: Jamie Reyes Perry, Civil Engineer Specialist
(805) 882-3625 / jperry@countyofsb.org

County of Santa Barbara Public Works Department
Transportation Division
620 W. Foster Road
Santa Maria, CA 93455

Attention: Esau Blanco, Engineering Manager
(805) 803-8764 / eblanco@countyofsb.org

b. Consultant:

Vanir Construction Management
735 Tank Farm Road, Suite 230
San Luis Obispo, CA 93401

Attention: Rob Nash, RA Senior Project Director
E: rob.nash@vanir.com | T: 805-674-4414

END EXHIBIT E