



**Capital Division**

**PROFESSIONAL SERVICES AGREEMENT**

Between

**THE COUNTY OF SANTA BARBARA**

And

**P2S LP**

**Mechanical Design Consulting Services**

For

**HVAC and BEMS Design Services**

**Eight (8) Countywide Facilities**

**PROJECT NUMBER: 23008**



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**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**PROFESSIONAL DESIGN SERVICES**

**This is an agreement between THE COUNTY OF SANTA BARBARA ("Owner" or "County") and P2S LP 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 HVAC and BEMS Design Services ("Project"); and
- 1.02 WHEREAS**, Consultant was selected by means of the County's qualifications-based selection ("QBS") process, and represents itself as a professional having the requisite qualifications, licenses and agrees to perform the Services defined below.

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

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

**2.01 Agreement For Services**

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

**2.02 Maximum Compensation**

- A. The sum of all payments made to Consultant pursuant to this PSA shall not exceed a maximum aggregate amount of Two Hundred Seventy Five Thousand Two Hundred Dollars (\$275,200.00) ("Maximum Compensation Limit" or "MCL"). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.



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### 2.03 Term

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

### 2.04 Scope

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

## 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.

**Capital Division****PART 4 - PROJECT SCOPE OF WORK (SOW)****4.01 Changes in Scope**

- A. 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 Part 10.01.A.3, "Changes," 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 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



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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.





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### 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.



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

## PART 6 - CONSULTANT'S SCHEDULE

### 6.01 Schedule

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

## PART 7 - INDEMNIFICATION & INSURANCE

### 7.01 Exhibit D Indemnification and Insurance Requirements

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

## PART 8 - REPRESENTATION BY COUNSEL

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

## PART 9 - HAZARDOUS MATERIALS

### 9.01 Responsibility for Hazardous Materials

- A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.
- B. Unless otherwise provided in this PSA, or unless Owner has provided documented information to Consultant regarding the presence or potential presence of such hazardous materials Consultant and its Subconsultants have no responsibility for the discovery,

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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 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

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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, 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



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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.



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**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.



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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.



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2. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties hereto to evaluate each other's cases and arrive at a mutually agreeable solution.
  3. These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration.
- B. Initiation of Mediation
1. Any party hereto may initiate Mediation by notifying the other party hereto in writing.
- C. Request for Mediation
1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.
  2. Within ten (10) days of a Party's receipt of a Request for Mediation, the Party in receipt of such Request for Mediation shall provide to the requesting Party a written response indicating whether the receiving Party is willing to participate in voluntary, non-binding mediation with respect to such dispute or claim.
- D. Selection of Mediator
1. Within fourteen (14) days of a Party's written response to a Request for Mediation indicating that such Party is willing to participate in meditation with respect to the dispute or claim at issue, the Parties hereto will confer to select an appropriate mediator agreeable to all Parties.
  2. If the Parties hereto cannot agree on a mediator, they may accept a mediator appointed by a recognized association such as the American Arbitration Association.
- E. Qualifications of a Mediator:
1. Any mediator selected hereunder ("Mediator") must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
  2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
  3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the Parties will confer and decide whether to select another Mediator.
- F. Vacancies
1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the Parties agree otherwise.
- G. Representation





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

**H. Time and Place of Mediation**

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

**I. Identification of Matters in Dispute**

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

**J. Authority of Mediator**

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

**K. Privacy**

1. Mediation sessions are private.



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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



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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, **bolded**, *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,



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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,

**Capital Division**

protect and confirm the rights and assignments provided hereunder. Consultant warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay all damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims.

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

**13.06 Reliance**

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

**13.07 Taxes**

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

**13.08 Conflicts of Interest**

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



## Capital Division

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.



**Capital Division**

**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, including, but not limited to, the Request for Qualifications/Proposal (RFQ/P) pursuant to which this Agreement was procured, and Consultant’s Proposal submitted to County in response to same (“Proposal”), which RFQ/P and Proposal are attached hereto as Exhibit G, constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereof, and supersede all prior and contemporaneous negotiations, representations, or agreements, either written or oral, preceding this PSA.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant, except as otherwise expressly authorized herein.
- C. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

**PART 16 - ORDER OF PRECEDENCE**

- A. In the event of conflict between the provisions contained in the numbered Parts 1 through 18 of this Agreement and the provisions contained in the Exhibits, the provisions contained in the numbered Parts 1 through 18 of this Agreement shall prevail over those in the Exhibits, other than Exhibit D. CONTRACTOR agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between CONTRACTOR’s Proposal (attached hereto as part of Exhibits A and G), on the one hand, and any other provision(s) of this Agreement on the other, the provisions of this Agreement (including the COUNTY’s Request for Qualifications/Proposals, incorporated herein by reference, and Exhibits B and C) other than CONTRACTOR’s Proposal shall take precedence and control and prevail.

**Capital Division****PART 17 - FEDERAL FUNDING PROVISIONS**

- A. ARPA COMPLIANCE: CONTRACTOR shall comply with the requirements of the Federal 2021 American Rescue Plan Act (“ARPA”), U.S. Treasury Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance, and federal regulations, 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.” In addition, CONTRACTOR shall comply 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 ARPA 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 ARPA 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 in full. In the event of conflict between provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions in the numbered sections shall prevail over the provisions.
1. Exhibit A, “Consultant's Scope of Work & Hourly Rates”
  2. Exhibit B, “Consultant's Staff & Subconsultants”
  3. Exhibit C, “Consultant’s Compensation”
  4. Exhibit D, “Indemnification And Insurance Requirements”
  5. Exhibit E, “Notices”
  6. Exhibit F, “CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND REQUIRED TERMS”
  7. Exhibit G, “RFQ/P and Proposal”
  8. Attachments





**Capital Division**

**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:**

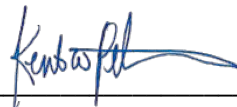
MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

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

Deputy

**CONSULTANT:**

P2S LP  
5000 E Spring St Ste 800  
Long Beach, CA 90815

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

Authorized Representative

Name: Kent W Peterson, PE

Title: Chief Operating Officer

Address: 5000 East Spring St, 8th Floor

City/State/Zip: Long Beach, CA 90815



**Capital Division**

**APPROVED AS TO FORM:**

RACHEL VAN MULLEM

COUNTY COUNSEL

DocuSigned by:  
BY: Lauren Wideman  
EBE96ED16FBD4EE...

Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

BETSY SCHAFFER, CPA, CPFO

AUDITOR-CONTROLLER

DocuSigned by:  
BY: Betsy M. Schaffer  
825AE342FF7B425...

Deputy

**APPROVED AS TO FORM:**

GREGORY MILLIGAN

RISK MANAGER

DocuSigned by:  
BY: Gregory Milligan  
05F555F00269466...

Risk Manager

**RECOMMENDED FOR APPROVAL:**

KIRK LAGERQUIST, DIRECTOR

GENERAL SERVICES DEPARTMENT

DocuSigned by:  
BY: Kirk Lagerquist  
19AEDA90054E4CE...

Department Head

**END OF AGREEMENT**



## Capital Division

### 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: P2S LP

**SCOPE OF WORK:** ATTACH SCOPE OF WORK



ENGINEERING SERVICES PROPOSAL  
**HVAC and BEMS Replacement at  
Eight County Facilities**

04/15/2024

**County of Santa Barbara**  
General Services Department

1105 Santa Barbara Street, 2nd Floor  
Santa Barbara, CA 93101



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**SUBJECT: Engineering Services Proposal for Design of HVAC and BEMS Replacement for Eight County Facilities  
< Santa Barbara, California >**

To Whom It May Concern,

Thank you very much for considering us for the above referenced project. We are pleased to provide our following proposal that defines our statement of understanding, scope of services, assumptions, schedule/deliverables, and fees and is consistent with the scope of work based on the RFQ/P sent out regarding the subject project (Project #23008) and its associated Addendum 1.

## STATEMENT OF UNDERSTANDING

In preparation of this fee proposal, below is our understanding of the project:

Santa Barbara County required engineering services for the Heating, Ventilation, and Air Conditioning (HVAC) systems and Building Engineering Management Systems (BEMS) upgrades at eight (8) different County buildings. The eight buildings and their associated scope follow:

1. Santa Maria Building
  - a. Replacement of (13) HVAC units
  - b. BEMS infrastructure upgrades
  - c. HVAC controls upgrades
2. Santa Barbara Casa Nueva Building
  - a. Replacement of (17) HVAC units
  - b. BEMS infrastructure upgrades
  - c. HVAC controls upgrades
3. Santa Barbara District Attorney Building
  - a. Replacement of cooling tower, boiler, and pump(s)
  - b. BEMS infrastructure upgrades
  - c. HVAC control upgrades
4. Santa Maria B Well Building
  - a. BEMS infrastructure upgrades
5. Santa Barbara Engineering Building
  - a. BEMS infrastructure upgrades
6. Santa Barbara Admin Building
  - a. BEMS infrastructure upgrades
7. Lompoc Public Health (Women's Clinic)
  - a. BEMS infrastructure upgrades
8. Lompoc Wellness Center
  - a. BEMS infrastructure upgrades

The HVAC units are anticipated to be replaced in kind. This assumption will be verified during the design phase. The County has identified mandatory and preferred requirements for the BEMS infrastructure to be designed for these buildings, including integration possibilities to allow for flexibility for building renovation projects, as well as cybersecurity requirements to satisfy the County's IT department.



## SERVICES

The following engineering services are included in our scope:

- Mechanical
- Electrical
- Architectural
- Structural
- Cost Estimating

Our proposed scope of services is outlined in the below section.

## SCOPE OF SERVICES

### PHASE 1 – PROJECT INITIATION AND CONCEPT DESIGN

- Review existing as-built drawings
- Develop project schedule and work plan with the County
- Project kickoff meeting with County
- HVAC load calculations for the buildings requiring HVAC equipment replacements

### PHASE 2 – SITE VISITS

- Conduct on-site field investigation to evaluate existing conditions
- Develop a conceptual design in the form of a written narrative
- Develop initial cost estimate with third-party cost estimator

### PHASE 3- SCHEMATIC DESIGN

- Development of 100% schematic design package including drawings, specifications outline following CSI division format, and an updated cost estimate
  - Please see below for discipline specific scope of work:
    - Mechanical:
      - Provide equipment schedules
      - Provide roof layout
      - Provide network architecture drawings
    - Electrical:
      - Provide roof plans
      - Provide panel schedules
      - Provide single line diagrams
    - Architectural
      - Provide roof plan
    - Structural
      - Provide roof plan
  - Meet with County to review 100% schematic package
-



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#### PHASE 4 – INFORMATION TECHNOLOGY REVIEW

- Review County ITD’s cybersecurity points list and requirements against proposed BEMS infrastructure.
- Participate in interview with County ITD to ensure that final design is in alignment with ITD’s requirements.

#### PHASE 5 – COMPLETE DESIGN AND CONSTRUCTION DOCUMENTS

- Development of 100% construction documents package including drawings, specifications following CSI division format, and a final cost estimate
- Please see below for discipline specific scope of work:
  - Mechanical:
    - Provide equipment schedules
    - Provide roof layout
    - Provide network architecture drawings
    - Provide equipment control diagrams
    - Provide construction details
  - Electrical:
    - Provide roof plans
    - Provide panel schedules
    - Provide single line diagrams
  - Architectural
    - Provide roof plan
    - Provide construction details
  - Structural
    - Provide roof plan
    - Provide construction details
- Meet with County to review 100% schematic package
- If required, submission to County plan check and response to plan check comments will be provided as an additive alternative to this phase.

### SCHEDULE AND DELIVERABLES

The schedule and deliverables will follow the work plan and schedule provided in the RFP response package.

### ASSUMPTIONS

- The following services, if required, are provided by others: Commissioning, Testing and Balancing, Utility locating, topographic survey, and Hazmat (Hazardous Materials).
- Construction administration services is not included.
- The client will provide mechanical, electrical, and all necessary as-build documents.
- If needed, field investigation permits will be procured, and fees will be paid, by others.
- Life Cycle Cost Analysis, energy modeling, and LEED consulting services have not been included in this scope of work but can be provided in a separate fee proposal.
- The study/assessment is limited to area defined in the Statement of Understanding. Any study/assessment work beyond this area can be provided as an additional service.



**Engineering Services Proposal to:**  
General Services Department, County of Santa Barbara  
04/15/2024

- Electrical 30-day meter readings, circuit tracing and/or testing of existing infrastructure, if required, will be provided by Owner.
- Airflow and waterflow measurements if required will be provided by Client based on recommendations from P2S.  
If the design or construction of the project is placed on hold by the Owner for more than 12 months, the remaining fee will be reevaluated, and additional fees will be proposed as applicable prior to project restart.
- Client will provide a background Revit model or CAD drawings for P2S to use for the Study/Assessment Report.
- Detailed verification of as built and documents provided by client are not included in the proposal.

## FEE

We propose to undertake the project defined in this proposal for a fixed fee of **TWO HUNDRED FIFTY THOUSAND AND TWO HUNDRED DOLLARS (\$250,200)**. Fees will be billed monthly based on percent of project completion. A breakdown of fees per phase is on the following table:

| Phase                                       | Amount    |
|---|-----------|
| Project Initiation and Concept Design       | \$25,800  |
| Site Visits                                 | \$45,100  |
| Schematic Design                            | \$101,500 |
| Information Technology Review               | \$11,200  |
| Completed Design and Construction Documents | \$66,600  |
| Total                                       | \$250,200 |

The plan check approval can be done upon the client's request for an added fee of \$10,000.

The fee quoted in this proposal is valid for 6 months from the date of this proposal.

We look forward to working with you on completing this project successfully. Should you have any questions or need clarifications, please contact us.

Sincerely,

**Taraneh Shoorideh, PE**  
Project Manager  
TS/jb

P2S Proposal Number: P24-0128





**Capital Division**

**END EXHIBIT A**



**Capital Division**

**EXHIBIT B**

**CONSULTANT'S STAFF & SUBCONSULTANTS**

- A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be Kent Peterson. Consultant declares that the Project Manager shall be Taraneh Shoorideh.
- 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 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.



**Capital Division**

**END EXHIBIT B**



**Capital Division**

**EXHIBIT C**

**CONSULTANT'S COMPENSATION**



**1. COMPENSATION SUMMARY**

|    |  |                  |
|----|--|------------------|
| a. | Consultant's <b>Fixed Fee</b> for the <b>Basic Services</b> described in <u>Exhibit A</u> , " <u>Consultant's Scope of Work and Hourly Rates</u> " shall be: |                  |
|    | Services for Base Services   | \$250,200        |
|    | Services for Alternates  | \$0              |
|    |  |                  |
|    |  |                  |
|    |  |                  |
|    |  |                  |
|    |  |                  |
|    |  |                  |
|    |  |                  |
|    | <b>SUBTOTAL: Fixed Fee for Basic Services</b>  | <b>\$250,200</b> |
|    |  |                  |
|    |  |                  |
| b. | <b>Allowance for Reimbursable Expenses pursuant to Part 10.02</b>  | <b>1 \$0</b>     |



**Capital Division**

|   |                  |
|---|------------------|
|   |                  |
| c. Allowance for Additional Basic Services (PSA Part 5.04) and Supplementary Services (PSA Part 10.03) that may be authorized by the Owner in writing pursuant to issuance of a <b>Supplementary Services (SS) Order</b> , issued during the period of the PSA. | <b>\$25,000</b>  |
| <b>2. MAXIMUM COMPENSATION (a+b+c)</b>  | <b>\$275,200</b> |

**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.



**Capital Division**

**END EXHIBIT C**



**Capital Division**

**EXHIBIT D**

**Indemnification and Insurance Requirements**

**(For Design Services)**

**INDEMNIFICATION**

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

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

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

**INSURANCE**

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

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

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and **\$4,000,000 in the aggregate.**
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory



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Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**

4. **Contractor's Pollution Liability and/or Asbestos Pollution Liability and/or Errors & Omissions:** applicable to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year.

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

#### B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used.
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must



**Capital Division**

be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’s obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors, including, but not limited to, Subconsultants, maintain, at all times during the Term, insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors and Subconsultants.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - 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,



## Capital Division

including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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



**Capital Division**

**END EXHIBIT D**

Request for Qualifications / Proposals for Mechanical Design Services

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**EXHIBIT E**

**NOTICES**

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

**a. Owner:**

County of Santa Barbara

Capital Division

1105 Santa Barbara St. (Historic Courthouse, 2<sup>nd</sup> Floor)

Santa Barbara, CA 93101

Attention: Patrick Zuroske, Assistant Director, General Services Department

(805) 568-3096 / pzuroske@countyofsb.org

**b. Consultant:**

P2S LP

5000 E Spring St Ste 800

Long Beach, CA 90815

Attention: Taraneh Shoorideh

Request for Qualifications / Proposals for Mechanical Design Services

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**END EXHIBIT E**

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**EXHIBIT F****CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND REQUIRED TERMS**

This Agreement is funded through the Coronavirus State and Local Fiscal Recovery Fund (SLFRF), a part of the American Rescue Plan Act (ARPA or Act), Pub. L. No. 117-2 (March 11, 2021) (codified as 42 U.S.C. § 801 *et seq.*). ARPA imposes certain requirements through the Act, its implementing regulations at 2 CFR Part 200, the Award Terms and Conditions imposed by the U.S. Department of the Treasury (Treasury) onto the COUNTY, and Treasury's *Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance*. In recognition of these funding requirements, CONTRACTOR agrees to the following provisions:

**1. GENERAL COMPLIANCE.**

CONTRACTOR shall comply with the requirements of the Act; the SLFRF; the United States Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions imposed by the U.S. Department of the Treasury (Treasury) onto the COUNTY; and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing SLFRF currently and as they may be amended from time to time.

**2. USE OF FUNDS.**

- A. CONTRACTOR agrees that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of this Agreement.
- B. CONTRACTOR understands and agrees the funds disbursed under this contract may only be used in compliance with Sections 603(c) of the Act and Treasury's regulations implementing those sections and guidance.

**3. REPORTING.**

CONTRACTOR shall comply with any reporting obligations established by the Treasury, as they relate to this Agreement, upon request from COUNTY.

**4. MAINTENANCE OF AND ACCESS TO RECORDS.**

- A. Pursuant to 2 CFR section 200.337 and Section 4 of the Award Terms and Conditions, CONTRACTOR shall maintain records and financial documents sufficient for COUNTY to show compliance with Sections 602(c) and 603(c) of the Act, Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.
- B. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of CONTRACTOR in order to conduct audits or other investigations.

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- C. Irrespective of Section 6 – Right to Audit of the Agreement, records shall be maintained by CONTRACTOR for a period of five (5) years after final payment for the Services.

**5. CONFLICT OF INTEREST.**

- A. CONTRACTOR covenants that CONTRACTOR 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 Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.
- B. CONTRACTOR understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR section 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. CONTRACTOR must disclose in writing to COUNTY, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR section 200.112.

**6. TERMINATION.**

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

**For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

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

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

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of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

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

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

- A. COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.
- B. Unless otherwise specified in the Agreement, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

**8. EQUAL EMPLOYMENT OPPORTUNITY.**

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



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- A. 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.

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.

CONTRACTOR agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR Part 60) and all other applicable rules, regulations, and relevant orders of the Secretary of Labor. Title 41 CFR section 60.14 applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the regulation were specifically set out herein and CONTRACTOR agrees to comply with said regulation.

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.

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 cancelled, 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.

CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) 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.

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**9. NONDISCRIMINATION.**

- A. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- B. CONTRACTOR shall report any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
- C. CONTRACTOR shall incorporate the language in Section 10 (A) through (B). in every agreement with a contract or purchase order funded under this Agreement.
- D. CONTRACTOR shall comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., as codified at 45 CFR Part 91, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- E. CONTRACTOR shall comply with Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, 1682, 1683, 1685, and 1686, as codified at 45 CFR Part 86, which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

**10. 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, the Federal Agency which provided funds in support of this Agreement, 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.

**11. FEDERAL WATER POLLUTION CONTROL ACT.**

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- 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, the Federal Agency which provided funds in support of this Agreement, 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.

**12. DEBARMENT AND SUSPENSION.**

- A. As required by 2 CFR section 200.214, CONTRACTOR warrants that it is not subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
- 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 CFR Part 180, subpart C and 2 CFR Part 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 CFR Part 180 and 2 CFR Part 3000. As such CONTRACTOR is required to verify that none of the CONTRACTOR, its principals (defined at 2 CFR section 180.995), or its affiliates (defined at 2 CFR section 180.905) are excluded (defined at 2 CFR section 180.940) or disqualified (defined at 2 CFR section 180.935).
- D. CONTRACTOR must comply with 2 CFR Part 180, subpart C and 2 CFR Part 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 CFR Part 180, subpart C and 2 CFR Part. 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.

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

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CONTRACTOR shall file the required certification attached as Attachment A 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.

**14. 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.
- A. 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>.

**15. DOMESTIC PREFERENCES FOR PROCUREMENTS.**

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.
- B. For purposes of this section:
- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

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- A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:
- i. Procure or obtain;
  - ii. Extend or renew a contract to procure or obtain; or
  - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- C. Telecommunications or video surveillance services provided by such entities or using such equipment.
- D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- F. See Public Law 115-232, section 889 for additional information.
- G. See also 2 CFR section 200.471.

**17. 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](http://www.sam.gov). Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321.)

**18. REMEDIES FOR NONCOMPLIANCE.**

**In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:**

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Request for Qualifications / Proposals for Mechanical Design Services

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- A. Wholly or partly suspend or terminate the Agreement.
- B. Require payments as reimbursements rather than advance payments;
- C. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- D. Require additional, more detailed financial reports;
- E. Require additional Project monitoring;
- F. Requiring CONTRACTOR to obtain technical or management assistance; or
- G. Establish additional prior approvals.
- H. Take other remedies that may be legally available.

**19. PREVAILING WAGE**

If this Project meets the requirements under U.S. Treasury's FAQ dated April 27, 2022, section 6.15, the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with ARPA awarded funds. Subrecipients and contractors may be otherwise subject to the requirements of Davis-Bacon Act, when APRA funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. State of California Prevailing Wage Laws will apply to these funds.

**20. COPELAND ACT.**

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3 as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which are hereby incorporated by reference in this Agreement. CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

**21. CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION.**

- A. Overtime requirements. No CONTRACTOR or subcontractor employing laborers or mechanics shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- B. Violation; liability for unpaid wages; liquidated damages. The responsible CONTRACTOR and subcontractor are liable for unpaid wages if they violate the terms in paragraph A. of this clause. In addition, the CONTRACTOR and subcontractor are liable for liquidated damages payable to the Government. The COUNTY will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

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- C. Withholding for unpaid wages and liquidated damages. The COUNTY will withhold from payments due under the contract sufficient funds required to satisfy any CONTRACTOR or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy CONTRACTOR or subcontractor liabilities, the COUNTY will withhold payments from other Federal or Federally assisted contracts held by the same CONTRACTOR that are subject to the Contract Work Hours and Safety Standards statute.
- D. Payrolls and basic records.
- i. The CONTRACTOR and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.
  - ii. The CONTRACTOR and its subcontractors shall allow authorized representatives of the COUNTY or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph D.I. of this clause. The CONTRACTOR or subcontractor also shall allow authorized representatives of the COUNTY or Department of Labor to interview employees in the workplace during working hours.
- E. Subcontracts. The CONTRACTOR shall insert the provisions set forth in paragraphs A. through D. of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower-tier subcontracts. The CONTRACTOR shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs "A" through "D" of this clause.
- F. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

**22. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.**

Except as provided in the Assistance Listing available at <https://sam.gov/fal/7cecfdef62dc42729a3fdcd449bd62b8/view>, CONTRACTOR shall comply with the requirements of Title 2, Code of Federal Regulations, Part 200, which are hereby incorporated by reference in this Agreement.

**23. TABLE 1: FEDERAL AWARD INFORMATION: COUNTY.**

The following Federal Award Information is provided in accordance with 2 CFR section 200.332.

| Federal Award Identification |  |
|------------------------------|--|
| 1                            | Contractor Name                                  |
| 2                            | Place of Performance (address, city, state, zip) |

## Request for Qualifications / Proposals for Mechanical Design Services

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| 3  | Contractor Contact (email)   |  |
| 4  | Contractor Unique Entity Number (UEI Number)   |  |
| 5  | Federal Award Identification Number (FAIN)   | SLFRP5502  |
| 6  | Federal Award Date   | September 2021   |
| 7  | Period of Performance & Budget Period- Start Date  |  |
| 8  | Period of Performance & Budget Period- End Date  |  |
| 9  | Federal Award Project Description  |  |
| 10 | Federal Awarding Agency  | Department of the Treasury                                 |
| 11 | Pass-Through Entity  | County of Santa Barbara                                    |
| 12 | Contact Information for Awarding Official of Pass-Through Entity   | Mona Miyasato, County Executive Officer,<br>(805) 568-3400 |
| 13 | CFDA Number  | 21.027   |
| 14 | CFDA Name  | Coronavirus State and Local Fiscal Recovery Funds          |
| 15 | Is the Contractor Registered on SAM.gov (Yes/No)   |  |
| 16 | If not registered on SAM.gov (Question #24) did the contractor receive 80% or more of its annual gross revenue from federal funds in the preceding fiscal year (Yes/No)          |  |
| 17 | If not registered on SAM.gov (Question #24) did the contractor receive \$25 million or more of its annual gross revenue from federal funds in the preceding fiscal year (Yes/No) |  |



Request for Qualifications / Proposals for Mechanical Design Services

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**Attachment A**

**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 contractors 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

4/24/24

\_\_\_\_\_  
Date

Kent W Peterson, PE

\_\_\_\_\_  
Name and Title of CONTRACTOR's Authorized Official

Request for Qualifications / Proposals for Mechanical Design Services

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**END EXHIBIT F**

**Exhibit G**

**RFQ/P and Proposal**



**REQUEST FOR QUALIFICATIONS/PROPOSALS (RFQ/P)**

**FOR**

**Mechanical Design Services**

**SANTA BARBARA COUNTY - GENERAL SERVICES DEPARTMENT**

**DESIGN FOR HVAC SYSTEMS AND  
BUILDING ENERGY MANAGEMENT SYSTEMS**

**FOR EIGHT COUNTY FACILITIES**

**Project # 23008**

**SANTA BARBARA, CALIFORNIA**

**Santa Barbara County – General Services Department  
1105 Santa Barbara Street, Second Floor  
Santa Barbara, CA 93101**

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## Capital Division

### 1.0 INTRODUCTION

The County of Santa Barbara General Services Department (“County”) is soliciting proposals from qualified firms (“Engineer”) to provide Mechanical Engineering Design Services for the County of Santa Barbara Facilities located at eight (8) different sites across the County. Design services shall include a review of the existing conditions (space, load, equipment, etc.), and full systems design through Construction Documents along with Cost Estimating services for Heating Ventilation and Air Conditioning (HVAC) and Building Energy Management Systems (BEMS), where applicable. The purpose of this RFQ/P is to solicit meaningful proposals so that the County may select from among a range of proposals that best meet building needs and requirements. 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 firm based on the responses to this RFQ/P and/or to conduct interviews at their discretion.

The County of Santa Barbara General Services Department and Information Technology Department will serve as a full design partners for the project and will provide current and future programming information that will guide the design and project implementation. This partnership is important and vital to project success. The County will award a single design contract for the services requested in the RFQ/P.

Below is a list of all eight (8) facilities that are included in this RFQ/P.

| <b>Building Name</b>                     | <b>Building Address</b>   | <b>Building Project</b>  |
|--|---------------------------|--|
| Santa Maria Admin Building               | 511 Lakeside Parkway      | Replace 12 HVAC units and upgrade controls. BEMS infrastructure.               |
| Santa Barbara Casa Nueva Building        | 260 North San Antonio Rd. | HVAC Replacement, controls upgrade, solar shades, BEMS infrastructure.         |
| Santa Barbara District Attorney Building | 1112 Santa Barbara St.    | BEMS replacement, HVAC controls upgrade, cooling tower/pump/boiler replacement |
| Santa Maria B Well Building              | 500 West Foster Road      | HVAC Controls Upgrade. BEMS infrastructure.                                    |
| Santa Barbara Engineering Building       | 123 East Anapamu St.      | BEMS infrastructure  |
| Santa Barbara Admin Building             | 105 East Anapamu St.      | Replacement of existing Novar system with new BEMS infrastructure              |
| Lompoc Public Health (Women's Clinic)    | 301 North R St.           | Replacement of existing T-stat system with new BEMS infrastructure             |
| Lompoc Wellness Center                   | 1109 W. Chestnut Ave.     | Replacement of existing Novar system with new BEMS infrastructure              |

### 2.0 BACKGROUND

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When successfully implemented, BEMS infrastructure will create a backbone that allows Facility/Maintenance (F/M) staff and the County's Energy Manager to monitor the day-to-day system performance of buildings. These systems are expected to provide energy monitoring, remote-control of BEMS integrated systems, enhances security, improved maintenance program, increased occupant and operator comfort, and reduced environmental impact. BEMS infrastructure must be capable of integrating other systems, such as, but not limited to: sub-meters, lighting controls, solar photovoltaics, battery energy storage systems, boilers, chillers, intrusion alarms, fire alarms, and electric vehicle charging stations.

The County of Santa Barbara is seeking a partner to assist with designing BEMS infrastructure upgrades and HVAC replacements, where applicable. These designs will assist the County in its energy management program as well as the Zero Net Energy Resolution and Climate Action Plan. Below is a comprehensive list of the buildings, including some general facility data, included in this RFQ/P.

### 2.1 Building List

1. Santa Maria Admin Building, 511 Lakeside Parkway, Santa Maria, CA
  - a. Existing Conditions: 14,661 SF Single-Zone building with package units
  - b. Proposed Scope: Replace 12 package units with air-sourced heat pumps, upgrade HVAC controls, and design BEMS infrastructure
2. Santa Barbara Casa Nueva Building, 260 N San Antonio Road, Santa Barbara, CA
  - a. Existing Conditions: 28,268 SF Single Zone Building with package units
  - b. Proposed Scope: Replace 17 HVAC units with air-sourced heat pumps, upgrade HVAC controls, and design BEMS infrastructure
3. Santa Barbara District Attorney Building, 1112 Santa Barbara Street, Santa Barbara, CA
  - a. Existing Conditions: 28,855 SF Single-Zone Building with 16 water-sourced heat pumps
  - b. Proposed Scope: BEMS replacement, HVAC controls upgrade, cooling tower/pump/boiler replacement
4. Lompoc Public Health (Women's Clinic), 301 North R Street, Lompoc, CA
  - a. Existing Conditions: 20,080 SF Geothermal, Single-Zone T-stats, five (5) ACUs
  - b. Proposed Scope: Replacement of existing T-stat system with new BEMS infrastructure
5. Lompoc Wellness Center, 1109 West Chestnut Ave., Lompoc, CA
  - a. Existing Conditions: 7,445 SF Multi-Zone VAV Building
  - b. Proposed Scope: Replacement of existing Novar system with new BEMS infrastructure
6. Santa Maria B Well Building, 500 West Foster Road, Santa Maria, CA
  - a. Existing Conditions: 18,527 SF Single-Zone Building, twelve (12) rooftop units
  - b. Proposed Scope: HVAC Controls Upgrade. BEMS infrastructure.
7. Santa Barbara Admin Building, 105 East Anapamu St., Santa Barbara, CA
  - a. Existing Conditions: 95,981 SF Multi-Zone Building
  - b. Proposed Scope: Replacement of existing Novar system with new BEMS infrastructure
8. Santa Barbara Engineering Building, 123 East Anapamu St., Santa Barbara, CA
  - a. Existing Conditions: 53,402 SF Multi-Zone Building with three (3) rooftop package units (recently replaced) on T-Stats. Mitsubishi Multi-City unit.
  - b. Proposed Scope: New BEMS infrastructure

County of Santa Barbara currently uses Honeywell Infrastructure at 35 sites. Honeywell Spyder technology has been utilized most recently. It is the County's preference to utilize BEMS technology that is consistent with systems previously installed. While we will consider alternatives, all systems will need to integrate into a single dashboard for all countywide systems.

### 3.0 PROJECT GOAL

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The overall goal of this RFQ/P is to provide the County with a functional, efficient mechanical design and cost estimate for HVAC and BEMS upgrades at various Santa Barbara County Facilities. The County will provide the existing as-built plans upon award of the contract for the Engineer's use.

The final deliverable will be a set of plans and specifications that the County can release for construction bids. Plans will be vetted with County Information Technology Department and cleared to connect with county network. BEMS infrastructure will have the capabilities to remote control building systems, integrate buildings systems beyond HVAC, and connect to Energy CAP for reporting/monitoring purposes.

#### 4.0 SCOPE OF WORK

**Phase 1 – Project Initiation and Concept Design:** Establish overall project schedule and work plan to achieve completion of the conceptual design meet project goal dates; review available project documentation; identify County goals, objectives and expectations; finalize list of program meetings/site visits to the existing facility to be held with building users and stakeholder's with tentative dates set.

**Phase 2 – Site Visits:** Project team will have the opportunity to perform site visits to understand each building more comprehensively. Review existing conditions, take any observations/measurements needed, decide on and conduct any testing and/or data recording necessary; review existing drawings and potential expansion area, including exterior and roof. Develop a Concept Design for review and confirmation with the County staff. Assembly and submittal of a cost estimate at the conclusion of Phase 2 is required. All estimates shall follow CSI Division and subsection formatting.

**Phase 3 – Schematic Design:** Document spatial requirements and relationships for use in preparation of final design. Analysis of existing HVAC systems, requirements, and determination of new design parameters. Prepare schematic design documents (plans and outline specifications) for review with County staff sufficient to illustrate the proposed design solution and outline potential impacts to the existing structure. Assembly and submittal of an updated cost estimate at the conclusion of Phase 3 is required. All estimates shall follow CSI Division and subsection formatting.

Approval of the Schematic Design package shall be required in advance of proceeding to Phase 4.

**Phase 4 – Information Technology Review:** Facilitate meetings with County Information Technology Department (ITD) to ensure final design is in alignment with the requirements necessary to interface with the County network. ITD requirements can be viewed in section 6.0 below. The final design solution must be capable of compliance with the County's cybersecurity requirements.

**Phase 5 – Complete Design and Construction Documents:** At the conclusion of this phase, the County shall receive a complete and bid ready set of 100% Construction Documents (plans and specifications). All designs shall comply with Americans with Disabilities Act (ADA) design standards and ADA Accessibility Guidelines (ADAAG), where applicable.

- **Mechanical and Electrical:** Complete plans and details sufficient to define and describe the project in full. Plans shall be coordinated across disciplines as required for a fully functional system. It is expected a complete plan set will address all issues and may include: floor plans, detailed floor plans, roof plans, reflected ceiling plans, equipment schedules, controls, sequence of operations, redundancy of systems, mounting (wall, pad, roof, etc.), bracing (regular and/or seismic as required), noise and vibration isolation, and tie-in's to existing infrastructure and/or utilities.
- **Specifications:** As necessary. Sufficient to describe the products and requirements of the project including but not limited to: basis of design items, identification of acceptable

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materials and products, coordination requirements, common work results, identification, start-up, test and balance, commissioning, etc. CSI formatting for specification sections is required.

- **Schedule and Estimate:** Develop a detailed schedule and submit an independent cost estimate for final review.

The Construction Documents package assembled shall be 100% and ready for bid by the County. Assembly and submittal of a cost estimate at the conclusion of Phase 5 is required. All estimates shall follow CSI Division and subsection formatting.

### 5.0 BEMS SPECIFICATIONS

Specifications for a Building Energy Management System (BEMS) can vary based on the specific needs of a building or facility. While there will be specific use cases for each building with the County of Santa Barbara, below are a list of specification as it relates to various building systems:

1. **System Integration:** Any future BEMS program must integrate with existing building infrastructure.
2. **User Interface:** The user interface must be easy to use and remotely accessible. The building dashboard and alarm system must be simple enough for all working disciplines to utilize and perform daily tasks.
3. **Energy Monitoring:** Real-time data, historical data, and reporting capabilities must be included.
4. **HVAC Control:** Ability to control heating, ventilation, and air conditioning systems, including temperature setpoints, scheduling, and zoning.
5. **Lighting Control:** Remote control for dimming, occupancy sensing, and daylight harvesting.
6. **Alarm and Notification Systems:** Define the alarm thresholds and notification methods for system failures, energy spikes, or other critical events.
7. **Remote Access:** Specify the need for remote access to the BEMS, including secure login methods and accessibility from mobile devices.
8. **Compliance:** Required compliance with relevant industry standards and regulations.
9. **Scalability:** Address the ability to expand BEMS to accommodate additional systems.
10. **Cybersecurity:** Define cybersecurity requirements, including encryption, user access controls, and protection against cyber threats.
11. **Vendor Support and Training:** Explain the level of vendor support, including training for system administrators and maintenance personnel.
12. **Maintenance and Service Agreements:** Describe the expected maintenance schedules and service agreements for hardware and software components.
13. **Open Protocol Compatibility:** Required compatibility with open protocols like BACnet or Modbus for flexibility and interoperability.
14. **Backup and Redundancy:** Define backup and redundancy efforts to ensure system reliability.
15. **Energy Storage Integration:** If applicable, outline the process for integrating energy storage systems and managing their operation.
16. **Environmental Impact:** Include specifications related to reducing the environmental impact, such as greenhouse gas emissions reduction and support for sustainability initiatives.

#### 5.1 Required Elements:

1. Niagara integration capabilities
2. BACnet connectivity
3. Capabilities of meeting all IT requirements
4. Clear Sequence of Operations

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5. List of certified local contractors for installation and vendors for regular service
6. Program for ongoing upgrades
7. Integration with existing building meters and sub-meters
8. Remote access availability (network connect)
9. Reporting at equipment level (HVAC, VAVs, etc.)
10. Maintenance Protocols and Reporting
11. Integration with work order system (Maintenance Connection, Service Now)
12. Commissioning / Retro-commissioning capabilities
13. Preventative Maintenance and Equipment Management
14. Reliable systems using data laid across energy bills to both plan for and report on projects
15. Sustainability Reporting Capabilities

## **6.0 ITD REQUIREMENTS**

As part of the Scope of Work (Phase 4) associated with this RFQ/P, the mechanical designer will be required to address the County's established cybersecurity requirements for all network-integrated products and solutions specified in their design (Phase 3). County ITD and the designer will coordinate in meetings, described in Phase 4, to identify specific requirements. County ITD may require the designer to complete of some or all the documents listed below:

### **6.1 COSB Cybersecurity Controls List (Attachment B):**

- a. Identifies the County-adopted cybersecurity requirements and includes a list of other, potentially applicable requirement sets. A level of importance has been assigned to each requirement (Mandatory, Highly Desirable, Desirable).
- b. Designer may be required to include this Attachment in their submission to County ITD (Phase 4) and address applicable line items. The designer may be required to provide details for any requirement(s) which their proposed product or solution cannot meet.

### **6.2 Product Evaluation Q&A (Attachment C):**

- a. This document is not required to be completed in advance by the designer, but it will be used by the County to interview the designer (Phase 4), to discuss their proposed solution's compatibility with the current County environment and any exceptions identified in COSB Cybersecurity Controls List - Attachment B.
- b. To complete Scope of Work Phase 4, the designer may be required obtain a copy of Product Evaluation Q&A – Attachment C, signed by County ITD, prior to moving on to Phase 5.

### **6.3 Vendor Attestation of Required Minimum Cybersecurity and Operational Environments/Standards (Attachment D):**

- a. Used by the County to confirm that the solution specified in the final mechanical design is capable of meeting County Cybersecurity requirements. All exceptions to the Cybersecurity requirements must be recorded in COSB Cybersecurity Controls List - Attachment B and have been approved by the County in Product Evaluation Q&A – Attachment C.

## **7.0 OTHER PROJECT CONSULTANTS**

The County may contract with separate consultants as necessary for related work. It is expected the Design firm selected as part of this RFQ/P will work with the County to coordinate any related work scope (i.e. design of new HVAC, etc.).

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As described in Section 4.0, the successful proposer will be required to perform cost estimating. Please note this process requires at least (3) three iterations of estimating. All cost estimates shall follow the CSI Division and subsection format.

## 8.0 FEES AND TENTATIVE CONSTRUCTION BUDGET OUTLINE

The selected firm will be required to submit billings on a monthly basis, based on the project specific Consultant Services Agreement between the Consultant and County.

Travel time required by the Consultant to reach the designated meeting place or County staff office 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 13.8 outlines the cost proposal requirements for this project. All cost proposals shall be submitted in a separate file on the Public Purchase website. Cost Proposals are due the same time 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 quantities.

## 9.0 TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this RFQ/P. All dates are subject to change. If change does occur, the County will notify proposers via addendum and posted on the online Public Purchase site.

|  |                                |
|--|--------------------------------|
| RFQ/P Published and Distributed by County      | <b>January 11, 2024</b>        |
| Deadline for Vendors to submit RFQ/P Questions | <b>January 19, 2024</b>        |
| Answers to RFQ/P Questions published by County | <b>January 26, 2024</b>        |
| Proposal Response Deadline and RFQ/P Opening   | <b>March 1, 2024</b>           |
| Proposal Evaluations                           | <b>March 1 – March 5, 2024</b> |
| (Possible) Interview Sessions                  | <b>March 5 – March 8, 2024</b> |
| Contract Award by Board of Supervisors         | <b>March 25, 2024</b>          |
| Notice to Proceed to Engineer                  | <b>March 29, 2024</b>          |
| Phase 5 Submittal by Engineer Complete         | <b>July/August 2024</b>        |

## 10.0 PRE-PROPOSAL CONFERENCE / VENDOR REGISTRATION

No Pre-Proposal Conference will be held for this RFQ/P. Inquires from all proposers will be fielded through the Public Purchase system and will be provide 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.

## 11.0 REGISTERING WITH PUBLIC PURCHASE

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Registering: Companies wishing to submit a proposal on this RFQ/P must first register on the County of Santa Barbara Public Purchase website at Public Purchase: Vendor Registration. Successful registration will allow Proposers to receive email updates to the bid process and the ability to upload their final proposal package to the site. Proposers are recommended to register as a Supplier as soon as possible – it can take 24 to 48 hours for your account to become active.

To register as a Supplier, follow the steps below:

a. Step 1) Registering as a Supplier with Public Purchase: Your first step should be to register as a supplier through Public Purchase. If you are already registered with Public Purchase, please skip this step and proceed directly to step two below. Once registered you will receive an activation email from [notices@publicpurchase.com](mailto:notices@publicpurchase.com) advising that your account is activated (Note: be sure to add this email address to your contacts to avoid bid notifications being sent to your junk folder rather than your inbox). It can take 24 to 48 hours for your account to become active.

b. Step 2) Registering as a Supplier with the County: Once you have received your activation email from Public Purchase, log into Santa Barbara County Public Purchase homepage and accept the terms and conditions of use. You will need to register with Santa Barbara County and select the National Institute of Government Procurement (NIGP) Commodity Codes that relate to your business in order to receive email notifications of future bid opportunities.

It is important to complete Step 2 of the registration process (register with Santa Barbara County) or you will not receive notifications of upcoming bid opportunities. It is your responsibility to keep your vendor information updated in Public Purchase, particularly your contacts and email addresses.

### **12.0 PROPSAL QUESTIONS**

Questions or requests for clarification of this RFQ/P must be submitted in writing on the Public Purchase website ([www.publicpurchase.com](http://www.publicpurchase.com)). Any amendment or addendum to this RFQ/P is valid only if issued in writing to the RFQ/P on the Public Purchase website. 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 RFP on the date listed in the timeline provided.

Submit Question Instructions:

a. Click on the title of the bid,

b. On the right of the bid page, click on [View/Ask Questions] to open a new page that lists all previous questions and answers.

c. Click "Ask a Question" and enter your question here.

Potential Proposers should not contact Santa Barbara County officials, staff or evaluation panel members directly regarding any aspect of this RFP. 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's General Services Department. Verbal conversations or agreements with any officer, agent, or employee of County that modify any terms or obligations of this RFQ/P are invalid.

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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 his/her proposal.

### 13.0 INSTRUCTIONS FOR PROPOSERS

Each response to this RFQ/P shall include the information described in this section. 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 and submitted via Public Purchase.

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 (25) twenty pages (each side of the page, if utilized is considered 2 pages – front and back).

**13.1 Transmittal/Cover Letter:** (two pages, if necessary) with the following information:

- Title of this RFQ
- Name and Mailing Address of Firm (include physical location if mailing address is a P.O. Box)
- Year the firm was established
- Type of organization of firm (partnership, corporation, etc.)
- Firm'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 firm office that will be responsible for this project.
- A statement by submitting firm requesting protection of proprietary information if necessary. All proposals may be considered public information. Subsequent to award of this RFQ, all or part of any proposal may be released to any person or firm who may request it. Therefore, proposers may request in their Cover Letter if any portion of their submittal should be treated as proprietary and not released as public information.
- Addenda Acknowledgement

**13.2 Signatory Requirements:** (one page) In order to receive consideration, the Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFQ response. **Further, the signing and submission of a response shall indicate the intention of the Consultant to adhere to the provisions described in this RFQ and a**

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**commitment to enter into a binding contract.** Submittals shall be signed by one of the following representatives:

- If the respondent is a **partnership**, submittal shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
- If the respondent is a **corporation**, the submittal shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
- If the respondent is an **individual** doing business under a firm name, the submittal shall be signed in the name of the individual doing business under the proper firm name and style.

**13.3 Qualifications:** (five pages) 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.

**13.4 Experience of Firm:** (five pages) A narrative of the 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.

**13.5 Proposed Work Plan, Time Schedule and Workload:** (three pages) Provide a work plan description addressing all scope of work tasks along with a proposed timeline schedule reflecting each task and its deliverables and identifying appropriate progress checkpoints along with draft or interim deliverables. Also provide a narrative of 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.

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

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

- a. CADD drawings in AutoCAD (version).
- b. Word documents in Microsoft Word.
- c. Spreadsheets in Microsoft Excel.
- d. Schedules in Microsoft Project.
- e. Databases as necessary for compiling, storing and accessing the Project records in a commonly available format.
- f. Bluebeam and BIM

**13.8 Cost Proposal:** (cost proposal not counted to page count limit) Provide a total cost proposal (not to exceed) for all services to be delivered, including a breakdown of costs itemized for each Task as defined

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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. Cost proposal shall be utilized for unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm.

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

**13.9 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 Sample Agreement for Services. Please note that actual certificates of insurance are not required as part of your submittal.
- Insurance certificates (as required in the attached County PSA).
- 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.

**14.0 SELECTON PROCESS TIMELINE**

|   |                  |
|---|------------------|
| Publish RFQ   | January 11, 2024 |
| Last date to submit questions in writing              | January 19, 2024 |
| Deadline for RFQ proposal submission (5:00 P.M., PST) | March 1, 2024    |
| Notice to Proceed to Engineer                         | March 29, 2024   |

Dates listed above are subject to change.

## Request for Qualifications / Proposals for Mechanical Design Services

**15.0 EVALUATION PROCESS**

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

|    | <b>Evaluation Criteria</b>  | <b>Maximum Possible Points</b> |
|----|---|--------------------------------|
| A. | Completeness of Summary of Qualifications (SOQs) Submission - SOQ's should describe comprehensive services and should respond to each of the items set forth in this RFQ.   | 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 experience on projects of similar nature and complexity to the proposed project.   | 20                             |
| C. | Depth and Quality of Respondent's Performance - Qualifying background and relevant experience of firm and sub-consultants on projects of similar nature and complexity as the proposed project; evaluation of client references (whether included in the proposal or not); overall responsiveness to County's solicitation.     | 20                             |
| D. | Technical/Management Approach - Evaluation of Respondent's strategy towards completion of the project (work plan, time schedule, etc.)  | 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 location of the offices or facilities from which the services are to be provided to County and proximity to Santa Barbara County. | 10                             |
| F. | Ability to integrate sustainable approaches.  | 10                             |
|    | <b>TOTAL POSSIBLE POINTS</b>  | <b>100</b>                     |

**16.0 SELECTION PROCEDURE**

The standard County Professional Services Agreement (PSA) is attached (refer to Attachment A). Proposers should familiarize themselves with the PSA and expect to execute the contract as presented herein without modifications or changes.

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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 firm(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 proposer will resolve any necessary issues that need to be addressed prior to entering into the Professional Services Agreement (PSA). Upon successful completion of such negotiations and discussions, the County and the selected Proposer shall enter into a 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 make an award without further discussion of the submittal with the submitter. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual may propose.

County reserves the right to award a contract to the firm or individual who, in the sole judgment of County, presents the most favorable response to this RFQ (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 firm.

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 firm. 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. It is the responsibility of all Proposers to read ALL sections of this RFQ/P prior to submitting a response.**

#### **17.0 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.

#### **18.0 GENERAL TERMS AND CONDITIONS**

**Standard Contract:** Upon completion of the evaluation and recommendation for award, the selected Proposer will be required to execute a consultant services agreement, a sample of which is included (see

PSA with P2S LP

Dated 4/23/2024

Project Number: 23008



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Request for Qualifications / Proposals for Mechanical Design Services

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Attachment A “*County Standard PSA for AE Services*”). Proposers are advised to carefully review the attached contract.

**Independent Contractor:** At all times the Proposer 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 Proposer 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:** Firms submitting proposals shall warrant that their offer 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:** County's standard indemnification and insurance requirements are provided in the “*County Standard PSA for AE Services*” (see Attachment A).

**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.

## 19.0 REJECTION OF PROPOSALS

Prospective Proposers interested in being considered must submit a Proposal in compliance with this notice. **Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ/P prior to submitting a response.** 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 documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

## 20.0 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.

PSA with P2S LP

Dated 4/23/2024

Project Number: 23008

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Request for Qualifications / Proposals for Mechanical Design Services

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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.

## **21.0 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.

## **22.0 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 agreement 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.

## **23.0 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 agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County. Prospective Proposer's proposal shall contain a statement to the effect that the Proposer is not currently committed to another project that would constitute a conflicting interest with the Project defined in this RFQ.

**24.0 PUBLIC RECORDS REQUEST**

All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most 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.

**25.0 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

Request for Qualifications / Proposals for Mechanical Design Services

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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.



5000 EAST SPRING STREET, SUITE 800  
LONG BEACH, CA 90815  
P2SINC.COM



# Santa Barbara County - General Services Department

Design For HVAC Systems & Building Energy Management Systems for Eight County Facilities

PROJECT #:23008

MARCH 1, 2024

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March 1, 2024

**Santa Barbara  
County – General  
Services Department**  
1105 Santa Barbara  
Street, Second Floor  
Santa Barbara, CA  
93101

**Subject: Project # 23008 HVAC Systems And Building Energy Management Systems**

Dear Selection Committee,

Thank you for considering us to provide engineering design services for HVAC systems and building energy management systems at eight Santa Barbara County facilities. Our team's extensive experience in HVAC and energy solutions including studies, decarbonization, energy management and electrification for clients is supplemented by our company policy that insists on total project support.

**P2S Inc. is a California corporation founded in 1991, so we've been providing sustainable energy services including audits, studies and energy efficiency master plans for over 32 years.** We provide clients with a comprehensive decision-making matrix that empowers them to make informed choices not only for the present but also for the future. Furthermore, our team remains up-to-date with the latest advancements in HVAC, heat recovery technologies, renewable energy integration, energy storage, carbon capture, and intelligent controls. Our commitment to ongoing research and continuous professional development ensures that our clients benefit from state-of-the-art solutions that are both environmentally sustainable and economically viable.

We stay at the forefront of industry advancements in energy reduction and decarbonization, ensuring that our clients benefit from the latest technologies and best practices. Kent Peterson, our chief engineer, serves as the current chair of ASHRAE's Task Force for Building Decarbonization and is also on the Federal Green Building Advisory Committee.

We ensure that our project teams are always responsive to the client and to project requirements. For every project, we open multiple lines of communication between our team and project manager and the rest of the design team, owner, contractor and other stakeholders. P2S will maintain close communications with you through all phases of this project. The main contacts for the County will be **Project Manager, Taraneh Shoorideh**. She can be reached at **818.207.7789** or **taraneh.shoorideh@p2sinc.com**. Tara works out of our office at **5000 East Spring Street, Suite 800 Long Beach, CA 90815**

P2S Inc. is divided into three divisions: P2S Eng, P2S Cx and P2S CM. We currently have **298 total employees and over the last five years we've grown 32.6%**.

We acknowledge receipt of Addendum No. 1 dated February 8th 2024.

We thank you for the opportunity to provide our qualifications. We look forward to forming a strong relationship with the County of Santa Barbara. Please let us know if you have any further questions or need any further information.

Sincerely,  
**P2S Inc.**

**Kevin Peterson**, PE, FIEEE, FACEC  
President & CEO

**P2S Inc.**

# SECTION 2

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## **Qualifications**



# Organizational Chart

The assembled P2S project team has considerable experience working on HVAC, energy audits, decarbonization, studies, climate action plans, utility master plans, net zero integration plans, and other energy, water and carbon related projects.



**TARANEH SHOORIDEH**  
PE  
Project Manager,  
Lead Mechanical Engineer



**KENT PETERSON,**  
PE, FASHRAE, LEED AP BD+C, BEAP,  
MCIBSE  
Principal in Charge, QA/QC



**JAMES VALIENSI**  
PE, CEM  
Senior Mechanical  
Engineer



**KARL VON DER LINDEN**  
RCDD  
Senior Technology  
Consultant



**DANIEL IHLENFELDT**  
PE, LEED AP BD+C  
Electrical Engineer



**KATHY RANTOWICH**  
SE  
Structural Engineering  
MHP



**JOHN GAMBLE**  
LEED AP BD+C  
Architecture  
19Six Architects



**JAY HELEKAR**  
LEED AP BD+C  
Cost Estimating  
HLCM



## KENT W. PETERSON

PE, FASHRAE, LEED AP BD+C, BEAP, MCIBSE  
Principal in Charge | P2S Inc.

Kent Peterson has 40 years of experience working in consulting engineering and building commissioning. He provides inspirational leadership for P2S Inc. and technical directions for the firm's engineering practices. His award-winning design experience includes high-performance green buildings, energy-efficient central plants and innovative control strategies. Kent constantly strives to improve the norm in the building industry. He is the chair of the California State University Mechanical Review Board assisting with improving building and infrastructure projects on CSU campuses.

### EDUCATION

BS, Mechanical Engineering,  
CSU Long Beach

2012 Distinguished Engineering  
Alumnus

### REGISTRATIONS

Mechanical Engineer,  
California, M26243

### CERTIFICATIONS

- LEED Accredited Professional
- ASHRAE Building Energy Assessment Professional

### RELEVANT PROJECT EXPERIENCE

- **US Department of Energy**  
Net Zero Energy Building Standard  
Definition Development  
Washington DC  
Chair and Member
- **General Services Administration**  
Performance Based P100 Standards  
Development  
Washington DC  
Lead Author
- **University of Southern California**  
Campus Sustainability Analysis  
Los Angeles, CA
- **CSU Long Beach**  
LEED Platinum Net-Zero Energy  
College of Professional and  
International Education  
Long Beach, CA
- **San Diego State University**  
Fowler Athletic Center Energy  
Study & HVAC Upgrades  
San Diego, CA
- **UC Riverside**  
Carbon Neutral & LEED Platinum  
Ready Student Success Center  
Riverside, CA



## TARANEH SHOORIDEH

PE  
Project Manager, Lead Mechanical Engineer | P2S Inc.

Tara Shoorideh is a project manager with over nine years of experience as a mechanical engineer specializing in HVAC system design, HVAC controls and Energy and Carbon studies. Her experience in Energy and Decarbonization master planning expand over various markets including higher education, municipalities, laboratories and manufacturing, and more. Tara's background in design and construction support of mechanical system including buildings HVAC and central cooling and heating plants, provides her with a valuable insight into implementation and constructibility when analyzing decarbonization measures and recommendations.

### EDUCATION

MS, Mechanical Engineering,  
UCLA

BS, Mechanical Engineering,  
UCLA

### REGISTRATIONS

Mechanical Engineer,  
California, M39496

### AFFILIATIONS

- ASHRAE
- Vice Chair of Technical Committee Guideline 13 - Specifying Building Automation
- Voting Member of TC 1.4 Control Systems and Component
- ASPE

### RELEVANT PROJECT EXPERIENCE

- **County of Ventura**  
Administrative Complex Energy Study  
Ventura, CA
- **City of Pasadena**  
Hale Building MEP Evaluation  
Pasadena, CA
- **Bachem Americas Inc.**  
Energy Assessment & GHG Reduction  
Vista, CA
- **Port of Long Beach**  
HHW System Decarbonization  
Long Beach, CA
- **University of Southern California**  
Campus Sustainability Report Support  
Los Angeles, CA
- **San Diego State University**  
Carbon Neutrality Master Plan  
San Diego, CA



## JAMES P. VALIENSI

PE, CEM

Senior Mechanical Engineer | P2S Inc.

James Valiensi has over 30 years of experience in the design, coordination, construction and project management of central heating and cooling plants. His experience in the field includes central plant design, operations, and construction. He has performed numerous central plant engineering feasibility studies that included design and life-cycle cost analysis. His experience also includes an array of HVAC projects for new buildings and retrofits to existing buildings.

Prior to joining P2S Inc., James was the chief engineer for California State University, Northridge. This owner-side experience has given James a great understanding of facilitating engineering projects in a manner favorable to maintenance and operations. While at California State University, Northridge he worked as the lead construction and design engineer for the campus 1-Megawatt Fuel Cell power plant.

### EDUCATION

BS, Mechanical Engineering,  
California State University  
Northridge

### REGISTRATIONS

Mechanical Engineer,  
California, 34421

### CERTIFICATIONS

- Certified Energy Manager,  
Association of Energy  
Engineers

### RELEVANT PROJECT EXPERIENCE

- **CSU Los Angeles**  
Energy Conservation Measures  
Administration Building  
Los Angeles, CA
- **San Jose-Evergreen CCD**  
HVAC Systems Readiness  
San Jose, CA
- **Santa Monica College**  
Cayton Center HVAC Upgrades  
Santa Monica, CA
- **Santa Monica College**  
Madison Music Center HVAC  
Upgrades  
Santa Monica, CA
- **Florida Power & Light**  
Energy Conservation Measures for  
Naval Base  
Ventura County, California
- **Los Nietos School District**  
Middle School HVAC Energy  
Conservation Measures  
Whittier, CA



## DANIEL IHLENFELDT

PE, LEED AP BD+C

Electrical Engineer | P2S Inc.

Daniel Ihlenfeldt is a professional electrical engineer with 13 years of experience including power, analog and digital electronics, cryogenic and high-pressure engineering systems. He has experience with load flow calculations, shore power outlet design and ductbank and power routing for the Port of Long Beach and has performed transformer evaluation, site electrical model development and protection coordination studies for university campus electrical upgrades. Daniel has designed underground electrical systems including conduit sizing, conduit fill calculations and voltage drop considerations.

### EDUCATION

BS, Engineering, Harvey Mudd  
College, Claremont, CA

### REGISTRATIONS

Electrical Engineer,  
California, E21072

Electrical Engineer, New  
Mexico, 26253

### CERTIFICATIONS

- LEED Accredited  
Professional, Building Design  
+ Construction  
(LEED AP BD+C)

### RELEVANT PROJECT EXPERIENCE

- **Los Angeles CCD**  
District-Wide Integrated Energy  
Resource  
Los Angeles, CA
- **Long Beach USD**  
Wilson High School Campus-Wide  
HVAC Retrofit  
Long Beach, CA
- **Long Beach Container Terminal**  
Zero Emissions Charging  
Infrastructure Study  
Long Beach, CA
- **Pepperdine University**  
Thornton Administrative Center  
HVAC Replacement  
Malibu, CA
- **CSU Fresno**  
HVAC Improvements and Metering  
at Various Locations  
Fresno, CA
- **Loma Linda University Medical  
Center**  
Unimed Substation Upgrade  
Loma Linda, CA



## KARL VON DER LINDEN

RCDD

Senior Technology Consultant | P2S Inc.

Karl von der Linden brings over 25 years of experience from the communications technology and construction industries, along with extensive knowledge of education, workplace and critical facilities programming, project management, infrastructure design and construction oversight. He has proven experience at integrating technology systems requirements with facilities design and demonstrates this on projects ranging in scope and scale from 10,000 SF to nearly 1 million SF in size. Karl is a designer and project manager working where technology and the built environment meet. He possesses an in-depth knowledge of IT & Low Voltage systems integrators and is familiar with multiple project delivery and procurement methods, including design-bid-build, design-build and CMAS/GSA agreements.

### EDUCATION

BA, Communications,  
California State University,  
Fullerton

### CERTIFICATIONS

- Registered Communications Distribution Designer (RCDD)

### AFFILIATIONS

- Building Industry Consulting Services International (BICSI)

### RELEVANT PROJECT EXPERIENCE

- County of Riverside**  
Smith Correctional Facility  
Technology Systems Design  
Banning, CA
- City of Westminster**  
City Yard and Police Facility  
Telecom Design  
Westminster, CA
- City of Temecula**  
Civic Center Technology Systems  
Design and Project Management  
Temecula, CA
- County of San Bernardino**  
Inland Regional Center  
Headquarters Building Telecom  
Design  
San Bernardino, CA
- City of Beverly Hills**  
IT Department Technology  
Infrastructure Upgrade  
Beverly Hills, CA
- City of Lake Forest**  
Civic Center Technology Design  
and Project Management  
Lake Forest, CA



## KATHY RANTOWICH, S.E.

Associate Principal



### REGISTRATION

S.E. State of California, License #5029  
P.E. State of California License  
#64966

### EDUCATION

B.S. Architectural Engineering, 2000  
California Polytechnic State  
University, San Luis Obispo

### PROFESSIONAL AFFILIATIONS

American Association of University  
Women (AAUW) Long Beach -  
STEM Career Conference Volunteer

### EXPERIENCE

2000 - Present,  
MHP, Inc. Long Beach, CA

### QUALIFICATIONS & EXPERTISE

Kathy has specific experience and is very familiar with obtaining approval from DSA for educational facilities including LAUSD, LBUSD, and Community Colleges and from OSHPD for medical facilities including UCLA Westwood, UCI, and Harbor UCLA replacement hospitals. She has experience in a variety of building systems and materials including commercial, industrial, retail, multi-family residential, and office. While at MHP, Kathy has completed over 1,200 designs for anchorage and support of non-structural components.

### RELEVANT PROJECTS

- HVAC Upgrades at Eastern Municipal Water Dept., Perris, CA
- Boeing Office Building HVAC Upgrades, Long Beach, CA
- HVAC Upgrades at the Queen Mary, Long Beach, CA
- Electrical Upgrades for Google/NASA, Moffett Field, CA
- HVAC Upgrades for Aerospace Corporation, El Segundo, CA
- HVAC Upgrades for Long Beach Transit
- JPL Mod D – HVAC / Energy Upgrades to 7 Buildings
- JPL Mod F – HVAC / Energy Upgrades to 10 Buildings
- Central Plant Upgrades at Cal State San Bernardino



## JON GAMBILL

### PROJECT MANAGER

Jon Gambill is a seasoned Project Manager with over 20 years of experience. He has designed and provided project management on a diverse range of architectural projects within civic and various other project types. Jon enjoys the design process and turning challenges into opportunities and appreciates working with the client and agencies to ultimately create a successful project. Jon understands the role that architecture plays in developing relationships and strengthening communities by advancing environments for the health and wellness of the people they serve.

### PROFESSIONAL AFFILIATIONS

- National Council of Architectural Registration Boards (NCARB) Candidate

SANTA BARBARA COUNTY  
HVAC & BUILDING ENERGY MANAGEMENT SYSTEMS

nine  
teen  
six  
ARCHITECTS

E: JGambill@19six.com  
P: 805.963.1955  
W: www.19six.com

## 19SIX ARCHITECTS

### EDUCATION

- California Polytechnic State University, San Luis Obispo | Bachelor of Architecture
- Ventura Community College | Associate in Arts Degree

### EXPERIENCE HIGHLIGHTS

#### LAS VIRGENES UNIFIED SCHOOL DISTRICT

- Calabasas High School HVAC Upgrades
- Round Meadow Elementary School HVAC Upgrades
- Lupin Hill Elementary School HVAC Upgrades
- Sumac Elementary School HVAC Upgrades
- Round Meadow Elementary School TK Toilet Room Addition
- Lupin Hill Elementary School TK Toilet Room Addition

#### MESA UNION SCHOOL DISTRICT

- Mesa Elementary School HVAC Upgrades
- Mesa Elementary School Window Replacement

#### UNIVERSITY OF CALIFORNIA, SANTA BARBARA

- Office of Research Renovation
- Buchanan Hall Roof Replacement
- Davidson Library Roof Replacement

#### CITY OF OXNARD

- Finance Department Renovation
- 911 Dispatch Center Renovation
- City Manager's Office Renovation
- Wilson Senior Center Kitchen Renovation
- City Hall Accessibility Upgrades

## JAY HELEKAR LEED AP BD+C PRINCIPAL



### RELEVANT EXPERIENCE

**University of California, Santa Barbara**  
Marine Biology Mechanical Renovation

**University of Southern California**  
Heat Recovery Chillers & Electronic Boilers  
Clinic Science Center Air Handlers  
Collaborated with P2S

**University of California, Riverside**  
Boyce Hall - HVAC  
Mechanical Controls Upgrade

**University of California, Irvine**  
Central Plant  
Collaborated with P2S

**University of California, Los Angeles**  
MRL Building: Deep Energy Retrofit



### EDUCATION

Cal State University  
Long Beach

### CAREER SUMMARY

1996: Started in industry  
2008: Founded HLCM

### AFFILIATIONS

U.S. Green Building Council  
(USGBC)

Jay Helekar has 27 years of cost estimating consultancy experience with Public Works clients in Southern California. His portfolio includes a rich history of energy efficiency programs, building systems infrastructure, and major HVAC upgrades. He has extensive MEP expertise working closely with the engineering design team and understands the challenges of sustainable design creating high-performance buildings and coordination of net energy strategies.

As Principal and Founder of HLCM, Jay manages the firm's MEP estimating group providing cost estimates for planning and development of County facilities, infrastructure, and sustainability. He identifies cost opportunities for reaching positive sustainable design outcomes by creating cost-effective solutions. He has demonstrated technical proficiency in providing cost estimation of HVAC equipment and associated infrastructure, cooling towers, boiler replacements, and battery energy storage systems. He masters cost analysis on the long-term benefits of new AHU units, LED lighting systems, and solar panel systems.

# SECTION 3

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## **Experience of Firm**



# Designing a better future, every day.

P2S Eng has brought forward-thinking, sustainable engineering solutions across the West Coast for over 32 years. We take client dreams and make them reality with inventive, sustainable solutions fueled by the desire to make the future a better place. We believe innovative, responsible design is more than cost savings and efficiency, it's the promise of a brighter, greener future that begins today.

## ENG Services

- Energy audits
- Building systems design
- Central utility plants
- Utility master plans
- Infrastructure design
- Feasibility studies

## Project Design

10K+ HVAC PROJECTS

90+ CONTROLS UPGRADE PROJECTS

70+ LOCAL GOV. CLIENTS SERVED

105 LEED® PROJECTS

7 LEED® PLATINUM

7 NET-ZERO ENERGY

## Our Staff by the Numbers

301 TOTAL EMPLOYEES

100 Professional Engineers

14 Technology Staff

12 Cx Agents

118 Mechanical Staff

61 LEED Accredited

4 CM Staff

85 Electrical Staff

## Our Locations

Long Beach (HQ) // San Jose // Irvine // San Diego // Los Angeles // Seattle



## Cal State San Bernardino

### Pneumatic to DDC Controls Upgrade

#### PROJECT DATES

2023-Ongoing

#### CLIENT CONTACT

Jesse Ochoa  
Facilities Planning and Management,  
CSUSB  
909.537.3509  
jesse.ochoa@csusb.edu

#### CONSTRUCTION COST

\$5.6 million

P2S provided engineering services to Cal State San Bernardino for a controls system conversion from pneumatic to DDC across seven campus buildings: Pfau Library; Pfau library addition; University Hall; Chemical Science; Biological Science; Physical Science and Health & Phys Ed.

#### OUR SOLUTIONS

We are providing one drawing package for each building, and each building we are replacing the existing control air systems and pneumatic tubing with new systems.

Our services included sending mechanical design teams to the campus to conduct surveys at each building, in order to confirm the accuracy of the as-builts provided.

We worked with the campus to provide systems consistent with their standards, such as using ALC controllers where controllers are new or replaced, or providing Phoenix controls for all lab spaces.

To improve building energy efficiency, new sequences are being developed for each building, using ASHRAE Guideline 36.





## City of Lawndale

### City Hall HVAC and Controls Upgrades

**PROJECT DATES**  
2016-2017

**CLIENT CONTACT**  
Miguel Alvarez  
Associate Engineer,  
City of Lawndale  
310.973.3265  
malvarez@lawndalecity.org

**CONSTRUCTION COST**  
\$450,000

P2S acted as the prime consultant to the City of Lawndale in providing MEP engineering design services in house, and managing civil and structural engineers for the HVAC and Controls upgrades of the City Hall building.

#### OUR SOLUTIONS

The nature of this project was largely mechanical in scope. Our design included the replacement of a triple-deck multi-zone air handler, a rooftop packaged unit, chilled water and heating hot water pumps, and associated components.

The final deliverable was a 100% CD package, containing drawings and specification in CSI division format. We were responsible for submitting the drawing to LA County plan check and receiving a set of approved plans.

We also provided a rough order of magnitude construction cost estimate for the client



## UC San Diego

### Science and Engineering Research Facility (SERF) AHU Replacement

#### PROJECT DATES

2021-2022

#### CLIENT CONTACT

Will Pavlick  
Senior Project Manager,  
UCSD  
858.265.4961  
wpavlick@ucsd.edu

#### CONSTRUCTION COST

\$1.25 million

The Science & Engineering Research Facility (SERF) building is a 4-story, 110,946 GSF building constructed in 1997. The building houses laboratory/research spaces, offices, and supporting spaces. There are four custom air handling units that serve the SERF lab building which have exceeded their useful life and require replacement.

#### OUR SOLUTIONS

The primary scope of this project is mechanical in nature and P2S is serving as the prime consultant, and is managing the architectural, structural, and cost estimating subconsultants. Our design includes the replacement of the existing AHUs with new equipment, meeting the University's current standards. As part of the renovation the new equipment will be provided with upgraded controls and will connect to the existing Building Automation System(BAS).

The project requires limited down time to the building, and requires a temporary AHU. The project will include a phased construction approach which will utilize a temporary AHU, located on the roof, to intercept one unit at a time keep the building operational. As part of the project the team evaluated the existing structure to find a means to locate the temp unit on the roof.



## UC Riverside

### Student Recreation Center Controls Upgrades

#### PROJECT DATES

2016-2018

#### CLIENT CONTACT

Jacqueline Norman,  
Assistance Vice Chancellor & Campus  
Architect  
951.827.6316  
jacqueline.norman@ucr.edu

#### CONSTRUCTION COST

\$1 million

The existing Student Recreation Center (SRC North), was constructed in 1994 and is approximately 155,000 SF. A new Student Recreation Center, named SRC South, was constructed in 2015 and is approximately 77,000 SF and is connected to SRC North. P2S was responsible for upgrading the Building Automation System (BAS) for the existing equipment in the SRC North and allow it to integrate with the new SRC South. SRC North included a central chilled water plant with ice storage as well as a local hydronic hot water plant. HVAC was served by (10) custom water-cooled VAV air-handling units.

#### OUR SOLUTIONS

P2S provided design and commissioning services for the controls upgrade to the HVAC equipment serving the SRC North Building. Our team provided a BAS network diagram and integrated it with the campus BAS. We then delivered design for new controllers and control devices for existing HVAC equipment. We also designed new, energy-efficient sequences of operations for central plant equipment and HVAC equipment and retrofitted existing central plant piping to allow for more efficient operation of the thermal energy storage system.

# SECTION 5

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## **Proposed Work Plan, Time Schedule and Workload**

## PROPOSED WORK PLAN

### PROJECT OBJECTIVES

We understand that the County of Santa Barbara is looking to replace existing HVAC and Building Energy Management Systems (BEMS) on eight different sites to provide efficient mechanical system and BEMS that can assist the county in its energy management program as well as counties Net Zero Energy Resolution and Climate Action Plan. The overall scope of this project includes design services, providing construction documents, and cost estimating for this effort. We understand that the scope of the project is limited to construction documents and construction administration services are not included in the scope of this project.

The BEMS upgrade aims to provide a system capable of remote monitoring of the day-to-day operation of building HVAC systems, enhance security, provide the county staff with helpful maintenance information, and increase occupant comfort as part of this project scope. We also understand that the county intends to use the new BEMS system to integrate systems such as lighting, solar PV and battery storage, other large mechanical equipment, security systems, and vehicle charging stations in the future, so the new BEMS needs to be designed with the future in mind. We reviewed the IT requirement for the security of the BEMS and are aware of the county's cybersecurity requirement.

Our overall goal is to provide the best possible solution that works with all the project objectives and budget, while enabling the county for future plans to move towards its Net Zero Energy and Climate goals. We do not have a one-size-fits-all approach for our clients. What we do have is a systematic approach that has been honed by the vast experience that our engineers gained from working on a wide range of projects in many different markets.

Our efforts will be separated into the following major phases:

### PHASE 1 - PROJECT INITIATION AND CONCEPT DESIGN

The first step of any project is the information-gathering process. P2S will engage and collaborate with County staff and stakeholders to realign and confirm the overall project goals and objectives, review the project work plan and schedule and gather any necessary information in order to complete the next phases of the project. In this meeting our team will establish the site visit and reoccurring meetings for project progress update with county staff.

Also included in this phase is review of all available documentation essential to preparing a conceptual design for the project and identifying any knowledge gaps. This includes reviewing the existing as-built document for all eight sites and reviewing the existing BEMS condition.

The final deliverable for this phase will be a Basis of Design (BOD) document, a written narrative describing the background and scope of work that will be provided on the final construction documents.



## PHASE 2 – SITE VISITS AND CONCEPT DESIGN

Soon after project initiation and review of available documentation, P2S will perform field investigations at each of the County sites within the project scope. During these site investigations, design teams will survey roofs for the buildings requiring HVAC unit replacements. For the BEMS upgrade scope, in order to validate existing equipment and equipment controllers, design teams will also require surveying accessible equipment above ceilings and each space in the building to confirm space usage.

With a comprehensive understanding of the existing HVAC systems and BEMS, as well as the county's future needs and code requirements, our team will develop a Concept design. The concept Design will include a Basis of Design (BOD) document, a written narrative describing the background and scope of work provided on the final construction documents, and high-level HVAC unit placement, as needed.

The Concept Design documents will be provided to the County staff for review and feedback. P2S will incorporate the agreed upon comments from the county into the final Phase 2 deliverable and submit to our third-party cost estimate to develop an initial cost estimate. One cost estimate document will be provided, broken out by each building site, and subsequently broken down further by CSI division. The cost estimate will include assumptions for markups, as well as exclusions and clarifications.

The final deliverable for this phase will be Concept Design documents as noted above and an initial cost estimate.

## PHASE 3 – SCHEMATIC DESIGN

The first step in this phase will be to validate the size of the existing units to be replaced by performing a load calculation, in order to proceed with equipment selections. Load calculations will be completed to confirm whether the capacities of the existing units are sufficient for current occupancy uses and code requirements. Assumptions on occupancy density and space usage will be made using industry standards in conjunction with the information on the available as-builts and based on input from county staff.

The equipment selections are an important part of the design process. The equipment for Santa Maria Admin Building is anticipated to be replacement-in-kind, with new equipment being similar in physical size. Capacities are anticipated to remain the same, however this will be verified as part of the equipment selection process. The Santa Barbara Casa Nueva Building will need new air-source packaged heat pump units to replace the existing rooftop packaged units. Like the Santa Maria Admin Building, capacities are anticipated to remain the same, however this will be verified as part of the equipment selection process. Finally, the Santa Barbara District Attorney Building will need a new cooling tower, boiler, and pumps to replace its existing equipment. It is anticipated that the design capacities of this equipment will not increase, however this will be verified as part of the equipment selection process, by way of analyzing connected loads to the DA Building central plant.

Schematic Design (SD) drawings and specifications will be created for mechanical, electrical, plumbing, architectural, and structural will be created for this phase. The SD drawings will show basic equipment layouts, equipment schedules, electrical diagrams, architectural roofing plans, and structural framing plans. Preliminary HVAC control diagrams and network infrastructure diagrams will be created for the SD drawings as well. Specifications table of content will be provided in PDF book format, following CSI division and subsection formatting.

Towards the end of this phase as SD drawings are finalized, P2S will engage the third-party cost estimate to update the cost estimate based on the SD documents.

The final deliverables for this phase will be 100% SD drawings and specifications, and an updated cost estimate based on those drawings and specifications. These documents will be provided to the county staff for review and comments.

## PHASE 4 – INFORMATION TECHNOLOGY REVIEW

Prior to beginning work on the final set of documents, P2S will hold meetings with Santa Barbara County's Information Technology Department (ITD). The purpose for these meetings will be for the design team to fully understand ITDs Cybersecurity requirements and ensure that the proposed BEMS system satisfies these requirements.

The County has provided a Cybersecurity Controls List, a matrix which lists all security documents and assigns them a designation of Mandatory, Highly Desirable, or Desirable. P2S has extensive knowledge of controls systems, as well as an internal Telecom design team with extensive cybersecurity knowledge and experience, and will leverage this experience to meet all mandatory requirements, and as many Highly Desirable and Desirable requirements as is feasible.

During this phase, P2S will facilitate meetings with County ITD to review the proposed BEMS solution and confirm that the proposed solution aligns with the county's needs and requirements.

The final deliverable for this phase will be a signed copy of the Product Evaluation Q&A, and the Vendor Attestation of Required Minimum Cybersecurity and Operational Environments/Standards. This will ensure compliance and approval from the County prior to proceeding with the final design.

### PHASE 5 – CONSTRUCTION DOCUMENTS

The final phase of this project is the development of Construction Documents (CD) drawings, specifications, and final cost estimates. The final drawings will include all coordination notes and construction details required for a complete design, as well as California Title 24 Compliance forms. The final drawings will also include finished control diagrams, network infrastructure diagrams, single-line diagrams, and panel schedules. All the design aspects will be fully coordinated with all disciplines.

Included in this deliverable is comprehensive specification including all the sections for the equipment and materials intended for the project. The County's standards and specifications will be reviewed and incorporated into the final specification document. Our design team will ensure that the buildings systems designed are easy to maintain and are long-lasting for the County.

Drawings and specifications will be submitted to the County review. P2S will attend a review meeting to go through the documents with the County. All comments will be recorded and responded to. Drawings and specifications will be updated and prepared for plan check and construction bid. We anticipate that the documents to be checked for County code compliance. All comments will be recorded and responded to. Upon receipt of approved drawings, the cost estimate will be updated to reflect the completed design.

The final deliverable for this phase, and for the project, will be a finalized cost estimate, a detailed construction schedule, and a set of 100% CD drawings and specifications that can be released to solicit public bids. These drawings and specifications will comply with all County requirements and design of BEMS infrastructure systems will be approved by County ITD.

### PROPOSED SCHEDULE

The following table outlines P2S' proposed schedule to complete the five phases detailed above.

| Phase   | Deliverable Provided Within | After Receiving                  |
|---|-----------------------------|----------------------------------|
| Phase 1 – Project Initiation and Concept Design | 3 Weeks                     | Signed Contract/NTP              |
| Phase 2 – Site Visits and Concept Design        | 5 Weeks                     | Completion of Phase 1            |
| Phase 3 – Schematic Design                      | 6 Weeks                     | Approval of Phase 2 Deliverables |
| Phase 4 – Information Technology Review         | 2 Weeks                     | Comments on Phase 3 Deliverables |
| Phase 5 – Construction Documents                | 8 Weeks                     | Approval of Phase 4 Deliverables |

### PROPOSED WORKLOAD

P2S has over 300 employees, with 100 licensed professional engineers. The mechanical, electrical, and telecom engineers proposed for this project lead teams of 5+ engineers and are supported by dedicated CAD teams to assist with drawing development and a BIM team that assists with software, modeling and other operational processes. Our teams are operating with 20-25% availability and are able to support the work plan described above. Our interdisciplinary group structure means that knowledge and assistance between different disciplines is always available and additional staff is available to supplement the proposed team for this project if required. P2S never substitutes any proposed team member without the prior permission of the client.

# SECTION 6

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## **References for Past Performance**



## REFERENCES

### **Cal State San Bernardino, Pneumatic to DDC Controls Upgrade**

Jesse Ochoa, Facilities Planning and Management, CSUSB  
909.537.3509  
jesse.ochoa@csusb.edu

### **City of Lawndale, City Hall HVAC and Controls Upgrades**

Miguel Alvarez, Associate Engineer, City of Lawndale  
310.973.3265  
malvarez@lawndalecity.org

### **UC San Diego, Science and Engineering Research Facility (SERF) AHU Replacement**

Will Pavlick, Senior Project Manager, UCSD  
858.265.4961  
wpavlick@ucsd.edu

## SAMPLE PUBLIC WORKS PROJECTS

### **San Diego International Airport**

- Emergency Power Study

### **City of Anaheim**

- Design-Build 12kV Substation

### **City of Baldwin Park**

- New Civic Center Plaza Power and Lighting

### **City of Beverly Hills**

- Cultural Center Coordination of Relocations of Utilities
- Median Gateway Electrical Plans Peer Review

### **City of Coronado**

- Coronado City Hall Infrastructure Assessment

### **Culver City**

- Courthouse MEP Assessment
- Courthouse Tenant Improvement
- La Ballona Pathway Bike Route Lighting

### **City of El Centro**

- New Substation and 20 MV Solar Project

### **City of El Segundo**

- City Council Chamber and Police Department Electrical Services for Automatic Doors
- City Hall Tenant Improvements Phase 2
- Fire Station Tenant Improvements

### **City of Encinitas**

- Standard Pacific Park Lighting & Power Design

### **City of Garden Grove**

- City Hall & Parking Lot Security Upgrades
- Main Street Sign Power and Calculations
- Police Department Facility Needs Assessment

### **City of Hawthorne**

- Bicentennial Park Renovation

### **City of Hermosa Beach**

- Parking Lot D Lighting

### **City of Huntington Beach**

- Civic Center Space Planning & Assessment
- City Plan Check Dept Tenant Improvements
- Fire Stations Tenant Improvements
- Joint Powers Training Facility Tenant Improvements
- Library Expansion

### **City of Indio**

- Public Safety Campus 3-Building MEP Design

### **City of Irvine**

- Orange County Great Park Western Sector Area Design

### **City of La Mirada**

- La Mirada Library Energy Audit & Assessment

### **City of Lake Forest**

- New Civic Center Technology Design

### **City of Lawndale**

- City Hall HVAC Upgrades

### **City of Long Beach**

- New Long Beach Civic Center Independent Building Expert and Commissioning
- Long Beach Convention Center Canopy Entrance Lighting
- City Hall Ballistic Enclosure
- Police Station Remodel
- Sorrento Alamitos Bay Shoreline Trail Lighting
- Willow Springs Wetland Restoration Project

**SAMPLE PUBLIC WORKS PROJECTS (CONT.)****City of Orange**

- Fire Station #8 Plan Review and Calculations
- Main Library Expansion
- McPherson Athletic Facility Electrical Utility Service Replacement
- Yorba Park Site Lighting and Power

**City of Palm Springs**

- Muni Retrofit

**City of Pasadena**

- Analysis and Energy Efficiency Project Consultation
- Central Library MEP Critical Needs Assessment
- Hale Building Assessment
- Hale Building Remodel Phase II
- Hale Building 2nd Floor Electrical
- Washington Park New Community House and Restroom Replacements

**City of Pomona**

- Department of Public Social Services Building HVAC Replacement

**City of San Dimas**

- San Dimas Library HVAC Assessment & Replacement

**City of San Juan Capistrano**

- Verdugo Street Beautification

**City of Santa Clarita**

- Community Center, Gym & Amenities Design
- Mission Branch Library LEED Cx

**City of Santa Monica**

- Fire Station #5 Tenant Improvements
- Office of Sustainability 4th Street Electrical Design Services Tenant Improvements
- Big Blue Bus Administration Building Technology Design Services

**City of Sunnyvale**

- Sunnyvale Historical Museum Electrical Upgrade

**City of Thousand Oaks**

- Fred Kavli Theater Lighting Renovations

**City of Whittier**

- Pernell Park Community/Senior Center Construction Administration

**County of Los Angeles**

- Senior Housing Emergency Generators
- Campus Kilpatrick Juvenile Detention Center
- Carmelitos Community Center HVAC Replacement
- Centro Maravillo MEP Assessment
- Department of Public Works 3965 S. Vermont Ave. Design-Build Renovation Project
- Department of Public Social Services Metro East AP Building Central Plant & HVAC System Replacement
- Fire Station #105 MEP Needs Assessment

- Hall of Records 3rd Floor Lighting & Fire Alarm Study
- Hall of Records 6th Floor MEP Tenant Improvement
- Hall of Records 7th Floor MEP Tenant Improvement
- Martin Luther King Jr. Community Hospital OR & SPD HVAC Renovation
- Office of Education Tenant Improvements
- Pitchess Laundry Building Assessment and Upgrades
- Public Health Lab Assessment & Design Deferred Maintenance Replacement Items
- San Fernando Mental Health Center
- San Gabriel Valley Mental Health Center Facility Assessment & Design of Deferred Maintenance Items
- San Gabriel Valley Service Center Facility Assessment & Design of Deferred Maintenance Items
- Sanitation District Carson JWPCP Chiller Plant Upgrade
- Sanitation District Palmdale Lab and Office HVAC and Plumbing Design
- Sanitation District Phase II HVAC and Structural Evaluation
- Sanitation District Whittier JAO Duct Airflow Modeling

**County of Orange**

- Costa Mesa Library ADA Restroom Upgrade
- John Wayne Airport Terminal Building Chiller
- Museum of Art Indoor Design Analysis
- OCTA Tustin Metrolink Station Parking Structure
- OCTA Garden Grove Various Buildings Lighting Upgrades
- OC Public Works Data Center HVAC Upgrades

**County of Riverside**

- Emergency Operations Facility M&P Systems Evaluations
- Emergency Operations Facility Renovation
- Restorative Transformation Health Center MEPT Renovation
- Riverside Center Basement HVAC and Electrical Systems Feasibility Study

**County of San Bernardino**

- Building 851 MEPT Assessment & Renovation
- Chino Hills Courthouse AHUs and Controls

**County of Ventura**

- Communication Infrastructure Study
- Administrative Complex Energy Study

# SECTION 7

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## **Deliverables**

## DELIVERABLES

P2S has the ability to provide all requested deliverables in the County's preferred formats. We will begin with development of Construction Documents (CD), updated cost estimates, and project specifications. Moving forward with the accepted DPP design drawings, construction details, control diagrams, single-line diagrams, and panel schedules will be created for each building project. These will be provided in AutoCAD.

Project specifications will be created. We develop specific sections for the equipment and materials intended for the project. The County's standards and specifications will be reviewed and incorporated into our specifications. The maintenance staff of the County best understand what materials and equipment are maintainable and serviceable for their area. We want to make sure that building systems are easy to maintain and long-lasting for the County and will carefully review the specifications with the County's representatives. Documents will be delivered in MS Word, while any spreadsheets shall be delivered in Excel.

Drawings and specifications will be produced for the County of Santa Barbara's review. We will attend a page-turner meeting to go through the documents with the stakeholders. All comments will be recorded and responded to. The drawings and specifications will be updated and prepared for plan check. We expect the documents to be checked for code compliance, fire life safety, and structural peer review. All comments will be recorded and responded to. We will create a set for back-check and bidding. Schedules will be provided on MS Project.

P2S will attend the bidders' conference at the County. We will respond to all technical RFCs and, if required, issue bid amendments to the drawings and specifications.

Our construction support services will include review of submittals from the contractor, responding to construction RFIs, and attendance at construction meetings. We expect weekly meetings during the construction phase. We will attend most virtually and will attend on-site meetings when it makes sense during the construction process. We will want to get on site as major parts of each building project are in place and to answer any RFI that requires us to see it to understand it. We will attend a punch walk conference at the point of substantial completion of each project. We will provide a written report of our findings and recommendations. We have a dedicated BIM Studio who will assist the project team to deliver any BIM, Bluebeam and database records.

At the completion of the project, we will create and provide record drawings. Our design documents will be updated based on the contractor's red-line markups from changes that were documented with RFIs.



# SECTION 8

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## **Required Statements**

## REQUIRED STATEMENTS

- P2S understands the County's policy on Non-Substitution for the designated members of the proposed staff members and Sub-consultants. We will not substitute any approved staff without prior approval by County.
- Conflict of Interest: P2S affirms 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, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County. P2S is not currently committed to another project that would constitute a conflicting interest with the Project defined in this RFQ.
- P2S understands the County's policy on Non-Collusion. The offer from this 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.
- Litigation: P2S has an active quality assurance program coupled with staff training that has helped the firm avoid litigation. In the firm's 32-year history, there has been no termination for default, no judgment against the firm and no civil judgment or criminal convictions for false claims. The lack of litigation is a direct result of our firm's efforts to provide the highest professional service to our clients, to cultivate the trust of our clients and our commitment to produce a coordinated and complete set of contract documents.
- P2S has the ability to fulfill the indemnification and insurance requirements contained in the Sample Agreement for Services.
- Proof of DIR Registration and County Vendor Registration.

### Contractor Information

**Legal Entity Name**

P2S INC.

**Legal Entity Type**

Corporation

**Status**

Active

**Registration Number**

1000044920

**Registration effective date**

7/1/2021

**Registration expiration date**

6/30/2024

**Mailing Address**

5000 E. SPRING ST, SUITE 800 LONG BEACH 90815 C...

**Physical Address**

5000 E. SPRING ST, SUITE 800 LONG BEACH 90815 C...

**Email Address**
**Trade Name/DBA**

P2S CONSTRUCTION MANAGEMENT

P2S ENGINEERING

P2S COMMISSIONING

**License Number(s)**

CSLB:1020715

CSLB:1020715

### Registration History

| Effective Date | Expiration Date |
|----------------|-----------------|
| 7/12/2018      | 6/30/2019       |
| 6/20/2017      | 6/30/2018       |
| 12/1/2016      | 6/30/2017       |
| 7/1/2019       | 6/30/2020       |
| 7/17/2020      | 6/30/2021       |
| 7/1/2021       | 6/30/2024       |



### Contact

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Project Manager, Energy Program Manager  
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p2sinc.com

### Our Locations

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#### San Diego

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San Diego, CA 92122  
T: 619.618.2347

**END EXHIBIT G**

PSA with P2S LP

Dated 4/23/2024

Project Number: 23008