

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and Cumming Management Group, Inc. with an address at 523 W 6th Street, Suite 1001, Los Angeles, CA 90014 ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each a "Party").

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

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

1. DESIGNATED REPRESENTATIVE

Patrick Zuroske at phone number (805) 568-3096 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Anthony L. Sanchez at phone number (323) 855-4710 is the authorized representative for CONTRACTOR. Changes to a Party's designated representative shall be made only after advance written notice to the other Party.

2. NOTICES

All notices, claims, waivers, consents and other communications required or permitted to be given under this Agreement (each a "Notice") shall be in writing and addressed to the receiving Party at its address set forth below (or to such other address that such receiving Party may designate from time to time in accordance with this Section), by personal delivery, facsimile, by first class mail via the United States Postal Service ("USPS"), registered or certified mail, or nationally recognized overnight courier service (in each case, return receipt requested, postage prepaid):

To COUNTY: Patrick Zuroske
Assistant Director
General Services Department
County of Santa Barbara
Courthouse, East Wing, 2nd Floor
1105 Santa Barbara Street
Santa Barbara, CA 93101
Tel: (805) 568-3096
pzuroske@countyofsb.org

To CONTRACTOR: Anthony L. Sanchez, RME
Executive Vice President
Cumming Management Group, Inc.
25220 Hancock Ave, Suite 440
Murrieta, CA 90014
Tel: (323) 855-4710
asanchez@cumming-group.com

If sent by first class mail, Notices shall be deemed to be received five (5) days following their deposit in the USPS mail. This Notices section shall not be construed as meaning that either Party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR shall provide to COUNTY the services (the "Services") as set forth in the Statement of Work attached hereto as Exhibit A and incorporated herein by reference ("Statement of Work").

4. TERM

The term of this Agreement ("Term") shall commence on the Effective Date (defined below) and shall terminate upon completion of the Services under the Statement of Work, but no later than October 3, 2026 unless otherwise directed by COUNTY or unless earlier terminated in accordance with the provisions of this Agreement.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance of the Services under this Agreement in accordance with the terms of EXHIBIT B, attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY, delivered to COUNTY at the address for Notices to COUNTY set forth in Section 2, above, following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from delivery of invoice.

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

CONTRACTOR certifies that it has the skills, expertise, and all licenses and permits necessary to perform the Services. Accordingly, CONTRACTOR shall perform all such Services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner, and shall conform to the highest standards of quality observed by professionals practicing in CONTRACTOR's profession. CONTRACTOR shall correct any errors or omissions in the performance of the Services, at COUNTY'S request without additional compensation. CONTRACTOR has and shall, at CONTRACTOR's sole cost and expense, all times during the Term, maintain in effect all permits, licenses, permissions, authorizations, and consents required by applicable law or otherwise necessary to carry out CONTRACTOR's obligations under this

Agreement. CONTRACTOR is in compliance with and shall at all times during the Term comply with all applicable laws, regulations, and ordinances.

8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that none of it or its employees or principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

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.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, information, and data provided to or accessed by or on behalf of CONTRACTOR in connection with the Services, including, without limitation, all data collected, used, maintained, processed, stored, or generated by or on behalf of COUNTY in connection with this Agreement ("COUNTY Property") and any derivative works of the COUNTY Property shall remain COUNTY's property, and CONTRACTOR shall return or delete COUNTY Property whenever requested by COUNTY, and whenever required in accordance with Section 19 of this Agreement. CONTRACTOR may use COUNTY Property solely for the purpose of, and only to the extent necessary for, CONTRACTOR's provision of the Services hereunder. CONTRACTOR shall not disclose, disseminate, publish, or transfer to any third party, any COUNTY Property without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

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

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

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to and shall comply with the indemnification and insurance provisions as set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise ("Transfer") this Agreement, or any of CONTRACTOR's rights or obligations under this Agreement, without the prior written consent of COUNTY. Any attempted or purported Transfer in violation of this Section 18 shall be null and void and without legal effect and shall constitute grounds for termination. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill its obligations hereunder.
1. **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.
 2. **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 sufficient funds are not otherwise available for payments hereunder 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.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of the provisions hereof, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part upon written notice ("Termination Notice"). Upon receipt of such Termination Notice, CONTRACTOR shall immediately discontinue all Services (unless otherwise directed in such Termination Notice) and notify COUNTY in writing of the status of CONTRACTOR's performance of Services hereunder. The date of termination shall be the date the Termination Notice is received by CONTRACTOR, unless the Termination Notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option, terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written Notice to COUNTY of such late payment.

- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory Services performed as of 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 Maximum Contract Amount, or for profit on unperformed portions of Services. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the Services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the Services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

This Agreement, including all Exhibits and attachments hereto, together with the Request For Proposals pursuant to which this Agreement was procured and which is hereby incorporated herein by reference, and CONTRACTOR's proposal submitted to COUNTY in response to same, a copy of which is attached hereto as Exhibit A-1, contains the entire understanding and agreement of the Parties with respect to the subject matter hereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties, and by no other means, except as otherwise set forth in Section 36, below. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns in accordance with Section 18, above.

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. ORDER OF PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions contained in the numbered sections of this Agreement shall prevail over those in the Exhibits. CONTRACTOR agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between CONTRACTOR's Proposal (attached hereto as Exhibit A-1), on the one hand, and any other provision(s) of this Agreement on the other, the provisions of this Agreement (including the COUNTY's Request for Proposals, and Exhibits B, B-1, and C) other than CONTRACTOR's Proposal shall take precedence and control and prevail over the provisions of Exhibit A-1.

33. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with only the subcontractor(s) identified in CONTRACTOR's Proposal as attached hereto and as set forth in Exhibit A ("Subcontractors"). Contractor shall be fully responsible for all services

performed by its Subcontractors. Contractor shall secure from each of its Subcontractors legally binding written agreement to comply with the provisions of this Agreement pertaining to CONTRACTOR's obligations as if such obligations pertained to such Subcontractor, including, but not limited to, audit obligations.

34. HANDLING OF PROPRIETARY INFORMATION

CONTRACTOR understands and agrees that certain materials which may be provided by County may be classified, and may also be labeled, as proprietary confidential information ("Confidential Information"). CONTRACTOR shall comply with the following special provisions with respect to Confidential Information:

- a. CONTRACTOR shall ensure that all reasonable steps are taken to prevent disclosure of the Confidential Information to any person except personnel of CONTRACTOR who have a need to know such Confidential Information for the purposes of fulfilling CONTRACTOR's obligations hereunder, and provided that such Confidential Information shall only be used to the extent necessary to fulfill CONTRACTOR's obligations hereunder.
- b. Upon termination of this Agreement, CONTRACTOR shall return all copies of the Confidential Information directly to the COUNTY representative designated above.

35. NEWS RELEASES/INTERVIEWS

CONTRACTOR agrees for itself, its agents, employees, and subcontractors, that it will not communicate with the media concerning the subject matter of this Agreement without prior written approval of the COUNTY representative designated above. CONTRACTOR further agrees to refer all media requests to the COUNTY representative designated above.

36. CHANGES IN SCOPE

CONTRACTOR shall not be entitled to additional compensation beyond the amount set forth in Exhibit B for Base Services other than in accordance with this Section 36 and Section 37, below. In the event that COUNTY requests a change in the Statement of Work which CONTRACTOR contends is objectively material and would require an increase in compensation beyond the amount of Compensation for Base Services set forth in Exhibit B, and such change and increase are not in any way attributable to any act(s) or omission(s) of or on behalf of CONTRACTOR or any Subcontractor(s), including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of CONTRACTOR, CONTRACTOR may, within five (5) business days of COUNTY's change request, notify COUNTY in writing of such contention of materiality. If CONTRACTOR does not deliver to COUNTY such written notice of materiality within such 5-day period, COUNTY's change request shall be deemed immaterial, and CONTRACTOR shall perform, but shall not be entitled to additional compensation for, such change. If COUNTY agrees with CONTRACTOR's contention of materiality, the Director of General Services, or his designee ("Director") may execute a Change Order in accordance with Section 37, below.

If COUNTY causes a change in the Service(s) or Deliverable(s) that CONTRACTOR contends is objectively material, and such change is not in any way attributable to any act(s) or omission(s) of or on behalf of CONTRACTOR, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of CONTRACTOR or any Subcontractor, CONTRACTOR must, within five (5) business days of the event that caused such change, notify COUNTY in writing that CONTRACTOR contends COUNTY has caused a material change in the Service(s) or Deliverable(s), and substantiate the reason(s) for CONTRACTOR's contention. If the Director concurs that COUNTY has caused a material change in Service(s) or Deliverable(s) required by COUNTY hereunder, the Director may execute a Change Order in accordance with Section 37, below.

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 any act(s) or omission(s) of or on behalf of CONTRACTOR or any Subcontractor, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of CONTRACTOR,

the Director may request, and CONTRACTOR, pursuant to such request, shall promptly provide, assistance in re-allocating the remaining available funds for Base Services Compensation hereunder. Such assistance must, if requested by the Director, also include a determination of any other services and deliverables necessary to complete the Project.

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

37. Supplementary Services & Deliverables


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 B. CONTRACTOR shall not commence work other than as set forth in the Statement of Work, and shall not be paid any part of the SSA, unless pursuant to a Change Order duly executed by both the Director and CONTRACTOR, and only to the extent such SSA and Change Order authority are expressly authorized and delegated by the COUNTY Board of Supervisors in approving this Agreement. The aggregate amount of compensation payable to Contractor for all Change Orders shall not exceed the SSA. Payment may only be made for Change Orders that include objective rates for the change or alteration using a price-determination method that is common in commercial transactions, such as hourly rates or cost plus a fixed fee.

Agreement for Services of Independent Contractor by and between the **County of Santa Barbara** and Cumming Management Group, Inc.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date duly executed by all of the parties hereto ("Effective Date").

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: 
Deputy Clerk

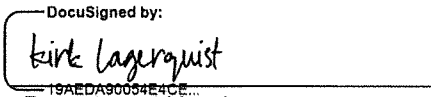
COUNTY OF SANTA BARBARA:

By: 
Das Williams, Chair
Board of Supervisors

Date: 10-3-23

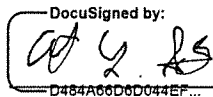
RECOMMENDED FOR APPROVAL:

Kirk Lagerquist, Director
General Services Department

By: 
Department Head

CONTRACTOR:

Cumming Management Group, Inc.

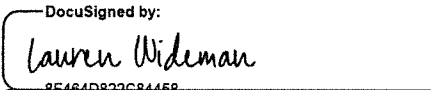
By: 
Authorized Representative

Name: Anthony L. Sanchez, RME

Title: Executive Vice President

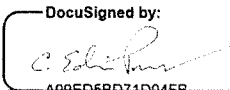
APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

The following documents are attached hereto and incorporated by reference in this Statement of Work:

- **EXHIBIT A-1:** CONTRACTOR'S Proposal for Construction Management Services dated August 24, 2023 (to the extent not inconsistent with the provisions of this Agreement and Exhibits hereto other than Exhibit A-1).

Bassam Raslan (Director), Amit Jogade (Sr. Project Manager), and Paige Lawrence (Project Engineer) shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

Suspension for Convenience. Patrick Zuroske may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 180 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

**EXHIBIT A-1
CONTRACTOR'S PROPOSAL**



County of Santa Barbara

Request for Qualifications and Proposal for
Construction Management Services, County of
Santa Barbara Probations Headquarters Building

RFQ#: 19014 - RFQ/P

August 24, 2023

cumming-group.com

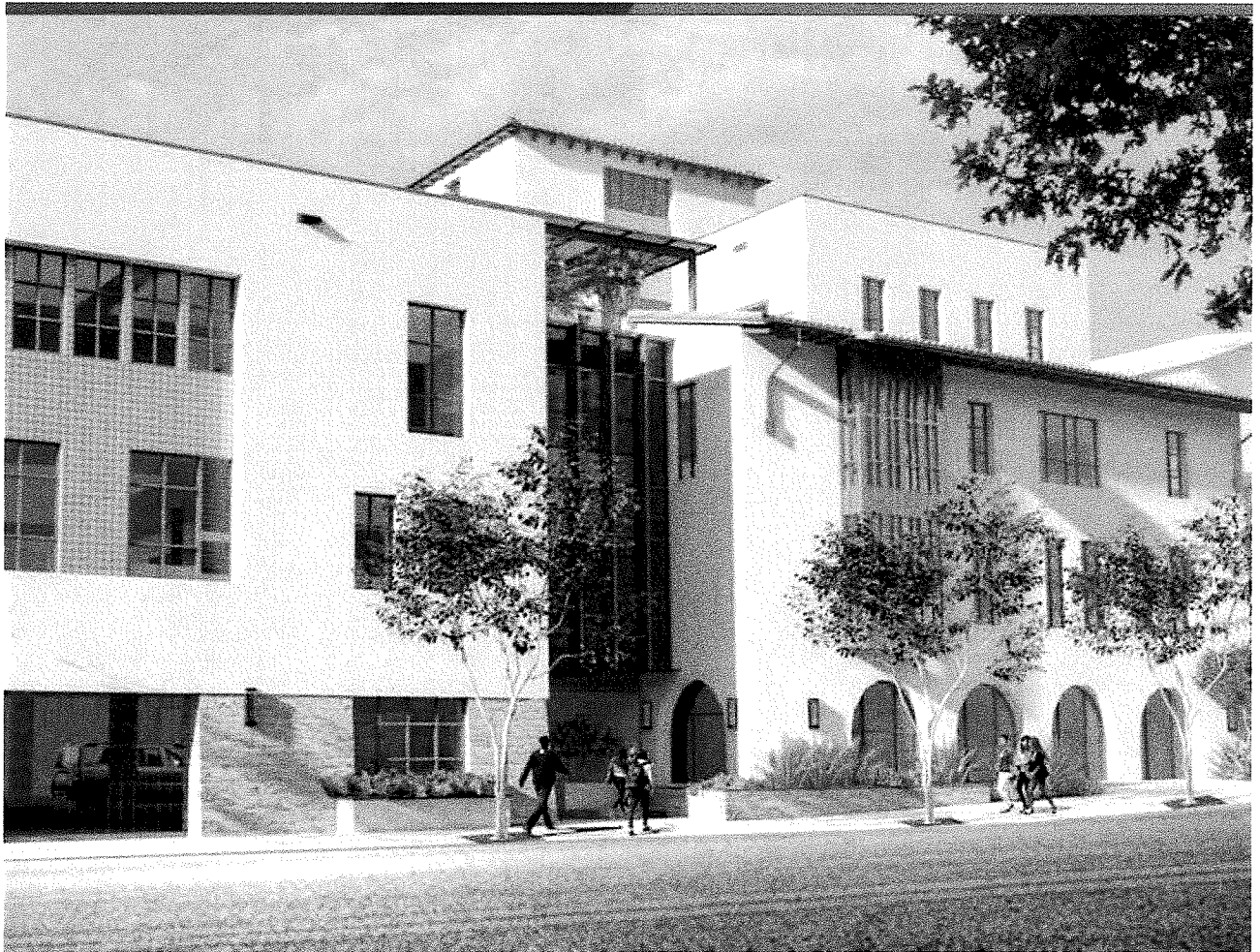


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Section 1

Transmittal/Cover Letter



523 W 6th Street,
Suite 1001
Los Angeles, CA 90014
P: 213.408.4518
cumming-group.com

August 24, 2023

Santa Barbara County – General Services Department
1105 Santa Barbara Street, Second Floor
Santa Barbara, CA 93101
Attn: Shane Mahan, Project Manager

**Re: Request for Qualifications & Proposals for Construction Management Services,
County of Santa Barbara Probations Headquarters Building / RFQ#: 19014 - RFQ/P**

Dear Mr. Mahan,

Cumming Management Group, Inc. (Cumming) is pleased to present our qualifications and proposal to the County of Santa Barbara (County) for Construction Management Services for the County of Santa Barbara Probations Headquarters Building Project. With first-hand knowledge, drawn from more than 2,500 publicly funded projects across California, and a service portfolio of over \$20 billion in construction, Cumming is uniquely qualified to assist the County with this contract. Our team is currently providing cost estimating services for the County and are familiar with the County's processes and procedures.

Why the Cumming Team?

Our industry recognition and accolades. Cumming's reputation for quality, integrity, and client focus has grown steadily during our 27 years in business. Since our inception, Cumming has specialized in providing quality consulting services to California public clients and is highly regarded in the areas of construction management. As a premier provider of owner's representative services, Cumming is currently ranked 14th in Engineering News-Record's listing of the Top 100 Construction Management-for-Fee firms.

Our history of demonstrated success. As a project management consultancy, Cumming specializes in comprehensive owner representative services that have helped our clients manage multi-million-dollar projects from conception to closeout. We have provided these services for numerous public agencies across the state and around the country, including Riverside County Sheriff's Department, Orange County, County of San Bernardino, and the Judicial Council of California, along with many other municipal, county, state, and federal entities. With this breadth of experience, we are well-versed in responding quickly to owners' needs and efficient in allocating our best available resources in order to successfully deliver the County's project on time and on budget.

As Cumming's Executive Vice President, I, Anthony L. Sanchez, will serve as the County's designated representative authorized to represent the firm regarding all matters related to the proposal, to bind the firm to all commitments made in the proposal and to negotiate the contract on behalf of the organization. Please do not hesitate to contact me directly should there be any questions regarding our submission. Our company information is provided below:

Name of Proposer	Cumming Management Group, Inc.
Address	523 W 6th Street, Suite 1001, Los Angeles, CA 90014
Year Established	1996
Entity Type	Corporation
Proposer's Organizational Structure	Derek Hutchison, President & CEO
	A. Al Jajeh, CFO
	Anthony L. Sanchez, Executive Vice President

523 W 6th Street,
Suite 1001
Los Angeles, CA 90014
P: 213.408.4518
cumming-group.com

Size Variation of Staff	2019 - 700+ employees 2020 - 850+ employees 2021 - 950+ employees 2022 - 1,450+ employees 2023 - 1,950+ employees
Proposer Contact Person	Anthony L. Sanchez
Title	Executive Vice President
Address	523 W 6th Street, Suite 1001, Los Angeles, CA 90014
Email	asanchez@cumming-group.com
Telephone Number	323.855.4710

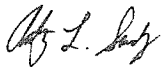
We do not request protection of any proprietary information contained in the proposal.

We acknowledge receipt of Addendum #1 – August 14, 2023.

Thank you for reviewing our proposal. We are excited by the opportunity to work with the County of Santa Barbara and to successfully deliver this contract.

Sincerely,

Cumming Management Group, Inc



Anthony L. Sanchez, RME, Assoc. DBIA

Executive Vice President

Section 2

Signatory Requirements

Section 2

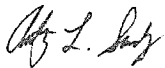
Signatory Requirements

2. Signatory Requirements (one page): In order to be considered, the proposal must include a Cover Letter signed by an officer of Proposer duly authorized by such Proposer to sign such documents and legally bind such Proposer thereby with respect to the obligations contained in the proposal. Further, the signing and submission of a proposal shall constitute the agreement of such Proposer to adhere to the provisions of this RFQ/P, and a commitment to enter into a binding contract in the form of the Agreement (defined below). [...]

If the Proposer is a corporation, the proposal shall include the correct full legal name of the corporation as registered with the California Secretary of State, and the signature of the duly authorized officer of the corporation written (not typed) below the corporate name and above the printed name and title of such duly authorized officer of the corporation.

Signatory Requirements

As Cumming's Executive Vice President, Anthony L. Sanchez, will serve as the County's designated representative authorized to represent the firm regarding all matters related to the proposal, to bind the firm to all commitments made in the proposal and to negotiate the contract on behalf of the organization.

Corporation	Cumming Management Group, Inc.
California Secretary of State Registration	2976512
Signature	
Duly Authorized Officer	Anthony L. Sanchez
Title	Executive Vice President

Section 3

Qualifications

Section 3 Qualifications

3. Qualifications (six pages): A synopsis of each of Proposer’s proposed team member’s qualifications and experience with public or government projects of similar type and size as described in this RFQ/P, including length of service with Proposer and resume. Include an organizational chart of the Proposer reflecting the proposed staff to be assigned to this Project. For all subconsultants to be used, provide each subconsultant’s name, area of expertise, the name of each individual staff member to be assigned to this Project and their role on the team.

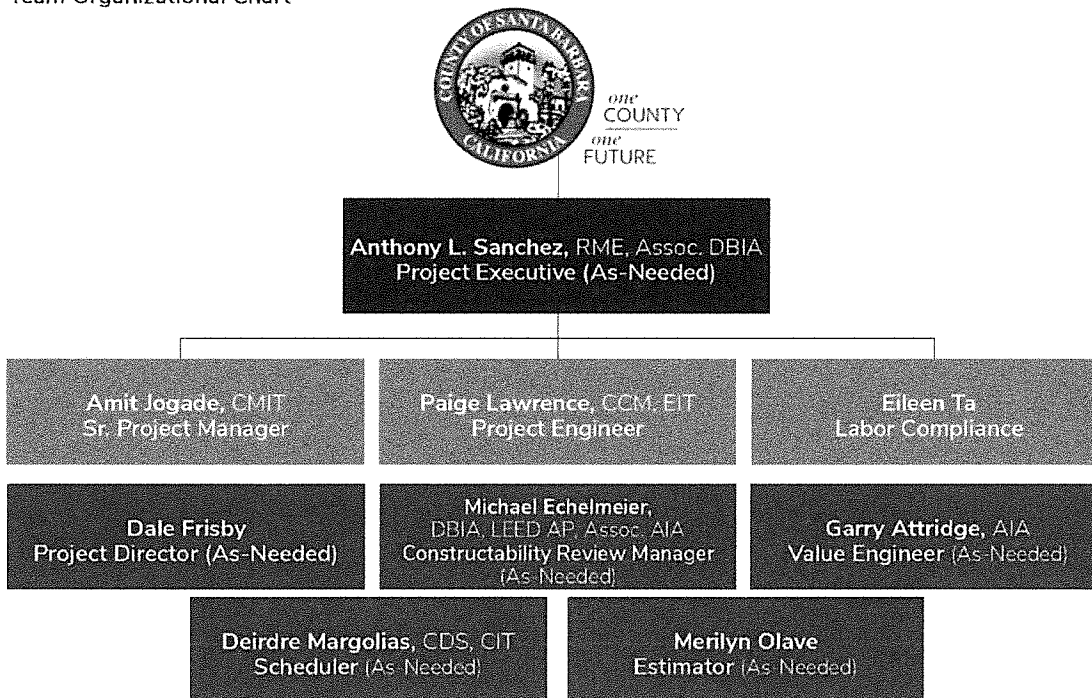
Proposed Project Team

Our team of full-time staff has been selected based on their qualifications, expertise, and ongoing availability to match the County’s needs. Our team members are highlighted in the Team Organizational Chart provided below, where Anthony L. Sanchez is the Project Executive and will ensure the overall delivery of the Cumming project team. He will be heavily involved in the initiation stages, and will support the team in the completion of their duties. Our team is not proposing subconsultants for this project.

Resumes

Resumes of our proposed team members are provided below and on the following pages. Comprehensive resumes of our As-Needed team members are available upon request.

Team Organizational Chart





Amit Jogade CMIT
Sr. Project Manager

Amit has over six (6) years of project management and construction management experience supporting complex construction projects including infrastructure development, heavy civil projects, educational facilities, healthcare facilities, correctional facilities, courthouses, office buildings, warehouses, renovation projects utilizing various project delivery methods such as Design-Build, Design-Bid-Build, and CM at Risk. Amit has experience working with various government agencies including, General Services Administration (GSA), Division of State Architects (DSA), University of California, Community College Districts, and the California Department of Correction and Rehabilitation (CDCR).

EDUCATION

- M.S., Civil Engineering, University of Southern California
- B.S., Civil Engineering, University of Pune, India

**REGISTRATIONS/
CERTIFICATIONS**

- Construction Manager in Training (CMIT), Construction Management Association of America
- OSHA 10

AFFILIATIONS

- Construction Management Association of America

YEARS' EXPERIENCE

- 6+

YEARS WITH CUMMING

- 1.5

REPRESENTATIVE EXPERIENCE

- California Department of Corrections and Rehabilitation, North Kern State Prison, Delano, CA (\$23 million)
- California Department of Corrections and Rehabilitation, Wasco State Prison, Wasco, CA (\$24 million)
- Judicial Council of California, Facilities BMS Upgrade, Various Locations (\$15 million)
- Tehachapi Correctional Facility, Healthcare Facilities Improvement Program, Tehachapi, CA (\$14 million)
- County of Monterey, Jail House Addition and New Juvenile Hall Project, CA (\$40 million)
- CA Department of General Services, Metropolitan State Hospital Increased Secured Bed Capacity Project, Norwalk, CA (\$18 million)
- National Institute of Standards and Technology, Building 245 Laboratory Modernization: H-Wing Addition, Gaithersburg, MD (\$75 million)
- US Air Force, TENCAP Interior SCIF Office Build-out, Colorado Springs, CO (\$7 million)
- Bureau of Land Management New Office Building, Salt Lake City, UT (\$2.6 million)
- McClure Federal Building, US Trustees Relocation, Boise, ID (\$1.2 million)
- GSA Region 4, New US Courthouse and Renovation of Historic John Campbell Courthouse Project, Mobile, AL (\$71 million)
- GSA, USAID Ronald Reagan Federal Building Tenant Improvements, Washington DC (\$77.4 million)
- Foothill/Eastern Transportation Corridor Agency (TCA), Pacifica Building HVAC Modernization Project, Irvine, CA (\$1.5 million)
- Port of Long Beach, Gerald Desmond Bridge Replacement Project, CA (\$1.2 billion)



Paige Lawrence CCM, EIT
Project Engineer

Paige is a qualified construction management professional with 10 years diverse experience in design, planning, construction and project management for various multi-million-dollar public projects. Her track record includes the successful execution of sensitive, fast paced projects while managing various stakeholder needs and goals. Paige is passionate about streamlining project communication and working collaboratively within a team to maximize project efficiency. Her knowledge of DSA requirements and protocols and experience with multiple delivery methods including Lease-Leaseback, Job Order Contracting (JOC), Design-Bid-Build, and cooperative purchasing has provided her a strong understanding of project sequencing, leading to successful roll out and execution.

EDUCATION

- B.S., Civil Engineering, Gonzaga University, Spokane, WA

**REGISTRATIONS/
CERTIFICATIONS**

- Certified Construction Manager, Construction Management Association of America
- Engineer-in-Training, Board for Professional Engineers, Land Surveyors and Geologists, State of California
- OSHA 10

AFFILIATIONS

- Construction Management Association of America, Southern California Chapter
- American Public Works Association
- American Water Works Association

YEARS' EXPERIENCE

- 10

YEARS WITH CUMMING

- 5

REPRESENTATIVE EXPERIENCE

Los Angeles Metropolitan Transportation Authority, Metro Purple Line Extension, Los Angeles, CA

- Part of the construction oversight team responsible for managing all aspects of the LA Metro Purple Line Subway Extension for the City of Beverly Hills.
- Responsible for managing internal document controls, photo records and project invoicing of fast paced design-build project.
- Performed construction inspection during concrete decking work, drafted project management plan and project maintenance manual.

Long Beach Unified School District, Long Beach, CA

- Lakewood High School, HVAC Upgrades and Comprehensive Modernization (\$43 million)
- Lakewood High School, Gymnasium Modernization and Rehabilitation (\$6 million)
- Lakewood High School, Track & Field Renovations (\$4 million)
- Garfield Elementary School District, HVAC Upgrades and Comprehensive Modernization (\$16 million)
- Madison Elementary School, HVAC Upgrades (\$11 million)
- Twain Elementary School, HVAC Updates and Comprehensive Modernization (\$11 million)

Lake Washington School District, Redmond, WA

- Technical Solutions Center, Tenant Improvements
- District-wide Roofing and Building Envelope Improvements
- District-wide Lockdown Project
- Finn Hill Middle and John Muir Elementary HVAC Enhancements
- Juanita High School, Fieldhouse Upgrades
- Laura Ingalls Wilder Elementary, Christ McAuliffe Elementary, and Emily Dickinson Elementary, HVAC Upgrades
- Energy Savings Performance Improvements
- District-wide Portable Refurbishment
- LWSD Resource Center Re-zoning and HVAC Improvements



Eileen Ta

Labor Compliance

Eileen is an experienced construction management professional with 13 years experience in supporting various multi-million-dollar public works projects, with specialized expertise in project labor agreements, labor compliance programs, small and disadvantaged business enterprise programs, labor relations, marketing, community outreach, and stakeholder engagement. Throughout her career, Eileen has performed work in various sectors which include education, transportation, municipal, and housing for clients throughout the state of California. At Cumming, Eileen supports several public works clients to provide management and operational oversight in support of large and complex multi-million and billion-dollar public works construction programs.

EDUCATION

- Master of Public Administration, Public Policy Analysis, California State University, Northridge

YEARS' EXPERIENCE

- 13

YEARS WITH CUMMING

- 6

REPRESENTATIVE EXPERIENCE

- Orange County Sheriff's Department, Katella Range Facility Upgrade
- Orange County Sheriff's Department, Security Electronics Upgrade
- Orange County Sheriff's Department, JOC Pre-Qualification
- Riverside County Sheriff's Department, JOC Pre-Qualification
- Riverside County Sheriff's Department, Space Inventory Analysis
- Central Basin Municipal Water District, Montebello Hills Pump Station Project
- City of Cudahy, Lugo Park Rehabilitation and Soccer Field (\$1.6 million)
- City of Long Beach, Promenade Pedestrian Walkway Maintenance Services (\$66,000)
- City of Long Beach, Graffiti Removal Services (\$4.9 million)
- City of Long Beach, Convention Center-Performing Arts Center Pedestrian Bridge on Seaside Way (\$9.2 million)
- City of Long Beach, Pine Avenue Pier Public Dock (\$895,000)
- City of Long Beach, Easy Avenue Street Improvements (\$379,000)
- City of Long Beach, 10th Street Roadway Improvements (\$1.7 million)
- City of Long Beach, Studebaker Road Street Improvements (\$1.2 million)
- City of Long Beach, 55th Way Landfill Cover Improvements (\$1.1 million)
- City of Menifee, FY 22-23 Slurry Seal Program (\$645,000)
- City of Menifee, Murrieta Road Resurfacing (\$1.7 million)
- City of Pomona, Year-Round Emergency Shelter Projects (\$3.8 million)
- Long Beach Water Department, Groundwater Treatment Plant HVAC Replacement Project (\$8 million)
- Long Beach Water Department, Spinnaker Bay Drive Water Replacement Phase 1 (\$4.2 million)



Anthony L. Sanchez RME, ASSOC. DBIA
Project Executive (As-Needed)

With 30+ years direct experience on public projects, Anthony has been involved with program, project, and construction management; design management; schedule and cost management; contract administration; and stakeholder engagement for multi-million and billion-dollar public works programs and projects throughout all phases of construction. Anthony represents Cumming as the Project Executive responsible for managing major capital improvement projects and programs throughout California. In this role, Anthony directs the management and operations for Cumming's education and public works portfolio, which exceeds \$7 billion dollars of public construction.

EDUCATION

- Construction Management, Rancho Santiago College

REGISTRATIONS/CERTIFICATIONS

- General Building Contractor (B), CSLB #956988
- Associate DBIA, Design Build Institute of America

YEARS' EXPERIENCE

- 30+

YEARS WITH CUMMING

- 23

REPRESENTATIVE EXPERIENCE

Project Executive, Cumming Management Group, Inc.

- City of Anaheim
- City of Arcadia
- City of Goleta
- City of Irvine
- City of Long Beach
- City of Ontario
- City of Oxnard
- City of Pomona
- City of Santa Monica
- City of Thousand Oaks
- County of Los Angeles
- County of Orange
- San Bernardino County Department
- Orange County Sheriff's Department
- Riverside County Sheriff's Department
- Judicial Council of California
- Central Basin Municipal Water District



Dale Frisby
Project Director (As-Needed)

Dale has over 35 years expertise in managing the planning, feasibility, design, estimating, constructability, bidding, procurement and execution of major programs and project teams. Specialized as an education and public works market leader, Dale has a commanding working knowledge of the various contractual delivery methods and a thorough understanding of public contracting procedures and requirements. During his career, Dale has led large project teams, both from a programmatic-level and a project-based level, with project values exceeding \$100 million.

EDUCATION

- MBA, Texas A&M University
- BArch, Environmental Design, Texas A&M University

AFFILIATIONS

- Division of the State Architect Advisory Board

YEARS' EXPERIENCE

- 35+

YEARS WITH CUMMING

- 4

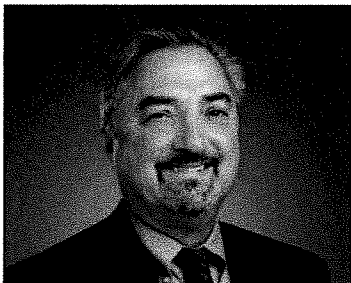
REPRESENTATIVE EXPERIENCE

- Judicial Council of California, BMS Upgrades, CA (\$35 million)
- Central Police Facility, City of Montclair, CA (\$25 million)
- Sheriff Station, City of La Mirada, CA (\$2 million)
- Menifee Justice Center, Menifee, CA
- Indio Juvenile & Family Courthouse, Superior Court of California, County of Imperial, Indio, CA
- El Centro Criminal Courthouse, Superior Court of California, County of Imperial, El Centro, CA
- Victoria Gardens Cultural Arts Center – City of Rancho Cucamonga (\$35 million)
- Rancho Cucamonga City Park – City of Rancho Cucamonga (\$25 million)
- Cerritos Library and Parking Structure – City of Cerritos (\$45 million)



Michael Echelmeier, DBIA, LEED AP, ASSOC. AIA
Constructability Review Manager (As-Needed)

Michael has worked in the construction and design industry since 1989 and has been involved in all phases of construction. Michael is responsible for reviewing contract documents to ensure compliance with the program requirements, relevant codes and standards, and meet the objectives for the respective project, identifying and reconciling ambiguous and conflicting elements, and conduct visual site inspections to help identify potential impediments.



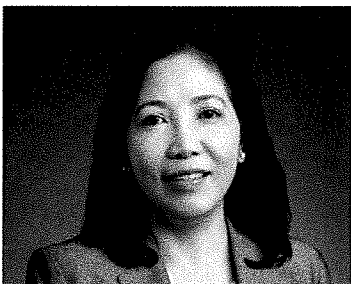
Garry Attridge, AIA
Value Engineer (As-Needed)

As senior-level construction management professional with over 30 years of construction project management, design, and architecture experience, Gary has extensive knowledge of pre-construction activities supporting large construction projects ranging from \$1 million to over \$2 billion. He is a licensed architect and general contractor with a strong work ethic and excellent communication skills.



Deirdre Margolias CDS, CIT
Scheduler (As-Needed)

Deirdre has more than 25 years of experience in construction and program controls, including planning, estimating, forecasting, scheduling, cost control, schedule control, and project reports. Deirdre is responsible for creating and implementing file systems, creating/producing reports, and monitoring the data input by others. As a scheduler she has been responsible for implementing the Primavera schedule and tracking the progress of projects involving more than 3,000 project segments.



Merilyn Olave
Estimator (As-Needed)

Merilyn has more than 25 years of work experience in the construction industry providing estimating services for municipal projects including the County of Santa Barbara Probation Headquarters Building. Merilyn is well versed in all aspects of design and construction and has led cost teams through all phases of project design, performing cost estimating for ROM, milestone estimates, cost validation, and change order evaluation.

Section 4

Experience of Proposer

Section 4 Experience of Proposer

4. Experience of Proposer (six pages): A narrative of the Proposer's qualifying background and experience with public or government projects of similar type and size as described in this RFQ/P. [...]

Qualifications and Experience

For over 27 years, Cumming has provided services to support public facilities and programs across California collectively worth more than \$20 billion on work ranging from smaller capital maintenance projects and as-needed/on-call contracts all the way to multi-billion-dollar building programs. Our project experience includes the completion of more than 10,000 assignments in support of architects, engineers, owners, and others. Specifically, Cumming has completed more than 1,000 projects for city, county, and state operated facilities. These projects have involved public spaces, city halls, civic centers, medical/police/fire facilities, port/ harbor facilities, libraries, offices, community centers, parks, animal shelters, maintenance facilities, and public works, among others. Exhibits of our comparable project experience are provided on the following pages of this section. Below is a partial list of our California municipal clients.

Partial Listing of California Municipal Clients			
Central Basin Municipal Water District	City of Industry	City of Sierra Madre	LA County Metropolitan Transportation Authority
City of Anaheim	City of Irvine	City of Thousand Oaks	Metropolitan Water District of Southern California
City of Arcadia	City of Lancaster	County of Imperial	Mountains Recreation and Conservation Authority
City of Artesia	City of Long Beach	County of Los Angeles	Music Center of L.A. County
City of Beverly Hills	City of Los Angeles	County of Orange	Orange County Transportation Authority
City of Buena Park	City of Menifee	County of Riverside	Port of Long Beach
City of Burbank	City Of Ontario	County of San Bernardino	Riverside County Sheriff's Department
City of Carlsbad	City of Palm Desert	County of San Diego	San Bernardino County Transportation Authority
City of Chula Vista	City of Palm Springs	County of San Diego Department of Parks & Recreation	San Diego County Regional Airport Authority
City of Claremont	City of Pomona	County of San Diego Department of General Services	San Diego County Water Authority
City of Desert Hot Springs	City of Port Hueneme	California Department of General Services	San Diego Housing Commission
City of El Monte	City of Rancho Mirage	General Services Administration	U.S. Department of Veterans Affairs
City of Garden Grove	City of San Clemente	Inland Empire Utilities Agency	US Army Corps of Engineers
City of Glendale, CA	City of San Dimas	Judicial Council of California	Valley Center Fire Protection District
City of Goleta	City of Santa Monica	Los Angeles County Development Authority	West Basin Municipal Water District



Judicial Council of California

BMS Upgrades
Statewide, CA

Cumming is providing Project Management Services for major State capital improvement ground up construction projects as well as a portfolio of facility modification projects.

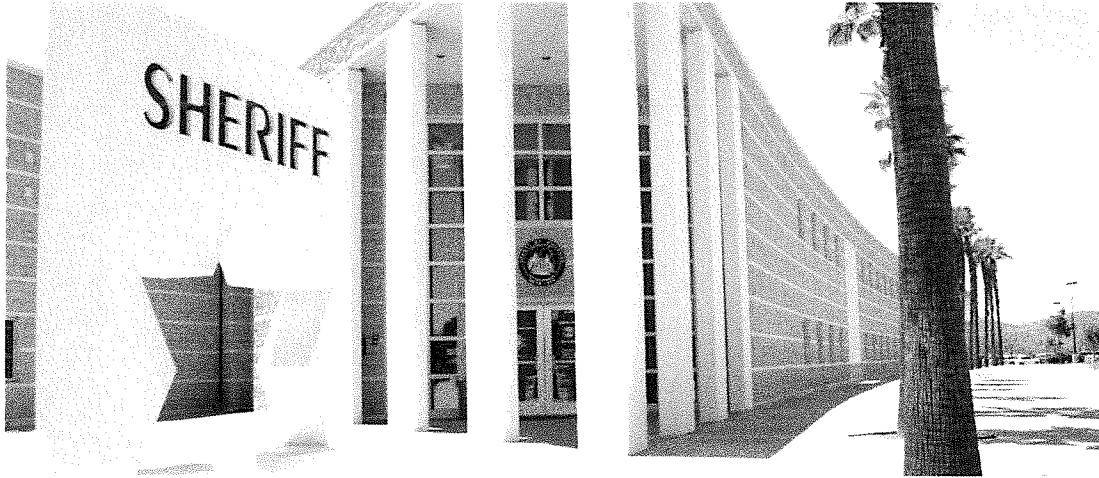
Cumming has provided project management, construction support, budget reconciliation, energy management, and scheduling services to the Judicial Council of California (JCC) for various construction projects for the state's civil and criminal courthouses.

Projects have included Building Management Systems Upgrades (\$35 million) at 29 courthouses throughout California, assessing and bringing existing outdated HVAC systems under control replacing pneumatics with DDC, various equipment upgrades, and addressing numerous deferred maintenance concerns. BMS upgrades have been completed at the following courthouses:

- Van Nuys East Courthouse
- Whittier Courthouse
- Burbank Courthouse
- Van Nuys West Courthouse
- Metropolitan Courthouse
- Compton Courthouse
- Norwalk Courthouse
- Bellflower Courthouse
- Inglewood Juvenile Courthouse
- San Fernando Courthouse
- Pasadena Courthouse
- Glendale Courthouse
- Alhambra Courthouse
- Hayward Hall of Justice Courthouse
- Fremont Hall of Justice Courthouse
- East Los Angeles Courthouse
- North Justice Center
- Bakersfield Juvenile Center
- Westminster West Justice Center
- Airport Courthouse
- Pomona Courthouse South
- Barstow Courthouse
- Napa Criminal Court Building
- Riverside Juvenile Court
- Indio Larson Justice Center
- Santa Ana Civil Complex Center

Project Values: Varies by project

Project Schedules: Varies by project



Riverside County Sheriff's Department

Project Management Services - Various Projects
Riverside County, CA

Cumming is providing project management services including:

- Developing the Detailed Scope of Work for each of the projects assigned by the PMO and scheduling a site visit with the facilities Captain within two days to further detail the scope of work and gather the existing site and specific conditions for record.
- Preparing a conceptual estimate and schedule based on the project information and present to PMO for acceptance.
- Reviewing and qualifying the contractor's cost proposal and making recommendation to PMO for Work Order Acceptance.
- Overseeing all daily field operations to ensure proper and required site safety/security are being upheld, construction, progress, quality control, housekeeping, and daily log.
- Proactively scheduling and coordinating all contractors to ensure completion of the project in accordance with the project schedule and to ensure that no additional costs are required for completion of work.
- Ensuring assigned job site operations are in compliance with design/specifications, completion on schedule, within budget and to quality standards.
- Maintaining and reviewing punch list process to ensure all issues are addressed and executed in a timely manner, managing the close-out process.
- Tenant improvement at multiple sites.
- Removal/replacement of inmate showers and plumbing/restroom improvements at multiple facilities.
- Roofing removal/replacement.
- Installation of overhead structure at transportation center.

Projects Included:

- | | |
|--|---|
| - Lake Matthews Sheriff's Office TI | - Special Investigation Bureau (SIB) – Riverside |
| - Security Improvement Projects Coordinated Custody Management | - Southwest Station – Murietta |
| - Lake Hemet Substation – Mountain Center | - Hemet Station – Hemet |
| - Perris Coroner – Perris | - Thermal Station – Thermal |
| - Palm Desert Station – Palm Desert | - Removal/Replacement of Inmate Showers and Plumbing/Restroom Improvements at Multiple Sheriff's Facilities |
| - Special Enforcement Bureau (SEB) – Perris | |

Project Values: Varies by project

Project Schedules: Varies by project

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12 County of Santa Barbara | RFQ#: 19014 - RFQ/P



Orange County Public Works

Orange County Health Care Agency
Irvine, CA

Cumming is providing Project Management and Cost Estimating services for the proposed Orange County Health Care Agency (OCHCA). The project is planned as a 68,000-sq.-ft. Guaranteed Maximum Price (GMP) Design-Build project located on the old El Toro Marine Base site, Irvine, CA. It is envisioned that the OCHCA – El Toro Campus, will be developed as a new center for the operation of the Orange County Emergency Medical Services (OCEMS), Orange County Public Health Laboratory (OCPHL) and Orange County Health Care Agency (OCHCA) Administration. The facility is to be capable of providing essential services to the public after a disaster, shall be considered as Essential Services Building. Two single-story buildings are proposed; Building 1 is a 46,000-sq.-ft. facility that consists of Emergency Medical Services, Multipurpose Agency Operation Center, and Public Health Laboratory. Building 2 is a 22,000-sq.-ft. facility that consists of Health Care Agency Administration. In addition, a Media Center will be required in case of future public health emergencies. On-site improvements include hardscape, landscape, trees, shrubs, visitor and staff parking, outdoor plaza, and patio. An estimated budget of \$70 million is allocated to this project.

Project Value: \$70 million

Project Schedule: 2022 - Ongoing



City of Pomona

Hope for Home - New Year-Round Shelter and Service Center
Pomona, CA

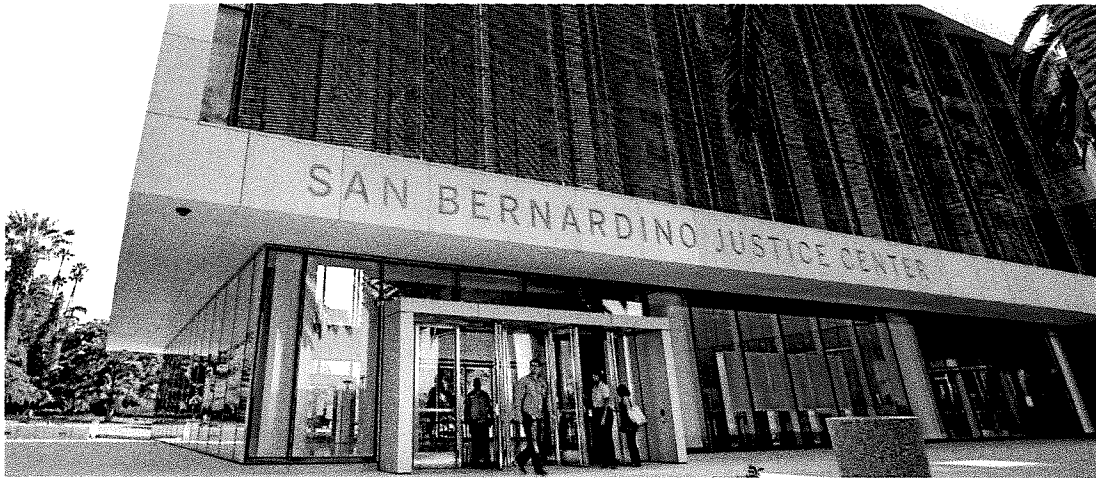
Cumming provided construction management services to the City of Pomona for the City's first homeless shelter facility, Hope for Home. The Centralized Services Center, also known as the "Year-Round Emergency Shelter" project, involved the demolition of four buildings, including their foundations, and the removal and disposal of any material deemed to contain lead and asbestos, as well as the removal of existing walkways and asphalt areas.

Construction included grading, installation of utilities, installation of an emergency shelter fabric structure, and the construction of essential service structures, such as restrooms, showers, a laundry, and office space for program operations/administration. The main 16,000-sq.-ft. insulated tent-like structure has heating and air conditioning systems and can accommodate more than 200 adults. The center provides meals, health services, and enrichment classes to the residents through collaborative partnerships including Volunteers of America (VOA), Tri-City Mental Health Services (TCMH), East Valley Community Health Center (EVCHC), Prototypes Inc., and SoCal Goodwill.

Cumming's scope of work included ensuring compliance with City standards, permitting requirements, and third-party agencies, utilities coordination, schedule management, cost management, document control, change order management, labor compliance, and on-site monitoring.

Project Value: \$4 million

Project Schedule: 2018-2022



County of San Bernardino

IDIQ Program
County of San Bernardino, CA

Cumming has provided construction management, cost estimating, and scheduling services — including bid phase management, RFP development, and contract negotiations — to the County for various construction projects on an as-needed basis since 2005.

Services have been completed over the course of several years, totaling over \$500 million. The program also includes energy efficiency and conservation block grant projects, minor remodels, restorations, and ADA improvements throughout. Seismic work includes new footings, shear walls and drag beams throughout the building.

Below is a list of additional projects that Cumming has performed services for under this agreement:

- ISD Acquisitions and Improvements
- High Desert Detention Center
- San Bernardino County Courthouse, Cost Estimating for TIs
- Building 303, Change Order Analysis
- Mechanical Retrofit within 12 County Buildings
- Arrowhead Regional Medical Center, Various Projects
- Colorado River Medical Center Survey, Consulting Services
- Needles Sheriff Department
- JOC Project Management
- 172 W. Third St. Fire Damage
- CGC Parking Structure
- Cooley Tenant Improvements
- ISD Acquisitions and Improvements

Project Values: Varies by project

Project Schedules: Varies by project

Section 5

Proposed Work Plan, Time Schedule, and Workload

Section 5

Proposed Work Plan, Time Schedule, and Workload

5. Proposed Work Plan, Time Schedule and Workload (four pages): Provide a work plan description addressing all scope of work tasks, along with a proposed timeline schedule reflecting [...]

Proposed Work Plan

General Duty

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

For a narrative of the staffing size, please see the Staffing Plan provided in this Section. Cumming is committed to complete the below list of tasks and deliverables at each phase, minimum.

1. Pre-Bid Phase

- a) Project Manual
- b) Design/Constructability Review - 50% Construction Documents
- c) Design/Constructability Review Report
- d) Back-check Review - 100% Construction Documents
- e) Back-check Review - Architect of Record Meeting Minutes
- f) Coordinate Agency and/or County Reviews
- g) Construction Phasing & Staging Plan
- h) Project Procedures & Forms
 - i. Project Budgets
 - ii. Addenda
 - iii. Schedule of Values
 - iv. RFIs
 - v. Change Orders
 - vi. Requests for Payment
 - vii. Final Payment Request
 - viii. Acceptance of Project
- i) Division 00 Specifications
- i. Liquidated Damages
- j) Division 01 Specifications

2. Bidding Phase

- a) Contractor Marketing/Outreach
- b) Market Analysis
- c) Pre-Bid Meeting Agenda & Minutes
- d) Pre-Bid Questions
- e) Addenda
- f) Bid Evaluation & Recommendation for Award

3. Construction Phase

- a) Construction Contract Administration
- b) Observe & Monitor Construction Progress
- c) Project Mobilization / Utility Connection
- d) On-site Construction Management by Resident Construction Manager
- e) Daily Reports to document actual production rates and estimate construction costs
- f) Pre-construction Meeting Agenda & Minutes
- g) Weekly 3-Week Look Ahead Schedule Review
- h) On a weekly basis, monitor contractor's schedule and advise the County, in writing, of schedule impacts and deviations from contractor's critical path(s).
- i) Monthly Schedule Review
- j) Pre-Construction Submittals
- k) Initial 90-day Schedule
- l) Schedule of Values
- m) Staking Request Schedule
- n) Project Safety Plan
- o) Hazardous Materials Management Plan
- p) Trench Safety & Shoring Plan
- q) Traffic Control Plan
- r) Construction Signage
- s) DIR Prevailing Wage Review
- t) Requests for Information (RFIs)
- u) Submittals & Shop Drawings

- v) Review Construction Contractor's Payment Requests
 - i. Schedule & Tracking Pay Request
 - ii. Verify Percent Complete
 - iii. Sign Pay Applications
 - iv. Tracking Actual & Estimated Construction Costs
- w) Time Impact Analysis
- x) Inclement Weather Days
- y) Change Management
 - i. Alternative Recommendations
 - ii. Change Order Tracking
 - iii. Architect's Merit Review
 - iv. Justification
 - v. Fair Cost Estimate
 - vi. Contractor's Proposed Change Order Analysis
 - vii. Record of Negotiation
 - viii. Auditable Trail
- z) Unforeseen Condition Coordination, Documentation & Recommendation (photos/videos, narratives)
- aa) Chair Weekly Progress Meetings
- bb) Weekly Progress Meeting Agendas & Minutes
- cc) Coordinate Construction Directives with County Project Manager
- dd) Weekly Reports
- ee) Monthly Reports & Earned Value Analysis
 - i. Budget
 - ii. Schedule
 - iii. Construction Administration
 - iv. Safety
 - v. Photos
 - vi. Risk Management
- ff) Non-contractor Personnel Project Specific Safety Plan
- gg) Document Safety Violation, Hazardous Condition, or incident of bodily injury or property damage
- hh) Communication Management Document and advise the County's Project Manager of the observation the same day it is noted and make a recommendation to County regarding the incident
 - ii) Environmental Permits
- jj) Environmental Management
- kk) Storm Water Pollution Prevention Plan (SWPPP)

- ll) Red-Lined Construction Contract Documents
- mm) Final Record Drawings
- nn) On-site Services Coordination
- oo) Review Inspector of Record Reports
- pp) Project Electronic Management System
- qq) Maintain a hard-copy log of the project file database

4. Construction Closeout

- a) Start-up, Testing, Commissioning, and Acceptance of Work Procedures
- b) Project De-Mobilization
- c) Closeout Activity Schedule
 - i. Functional Checklists
 - ii. Final Tests
 - iii. System Start-up
 - iv. System Commissioning
 - v. Commissioning Reports
 - vi. Back-check Commissioning Report Corrective Actions
- d) Keying Schedule
- e) Punchlist Management
- f) Final Inspection
- g) Closeout Documents
 - i. Project Record Drawings
 - ii. Operation and Maintenance Manuals
 - iii. Warranties and Guarantees
 - h) Building Systems Training
 - i) Final Acceptance / Record Notices of Completion
- j) Closeout Negotiations
 - i. Final Payments
 - ii. Lien Releases
 - iii. Final Change Orders

5. Post-Construction Phase

- a) Final Construction Summary Report
 - i. All Construction Contracts
 - ii. Record Drawings
 - iii. Operations Manuals
 - iv. Third-party Agreements
- b) Post-Construction Site Inspection 2 months prior to the end of the warranty period
- c) Transfer of any Surplus Construction Materials
- d) Project Statement of Completion

Time Schedule and Staffing

Time Schedule and Staffing by Phase						Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24			
Bidding Phase: 47 Days (10/16/23-12/25/23)						Bidding																	
GC Contract Award: 12 days (12/29/23-1/10/24)						GC Contract																	
Construction Phase: 640 days (1/22/24-7/30/26)						Construction																	
Construction Closeout Phase: 26 days (7/23/26-8/17/26)						Construction Closeout																	
Post Construction Phase: 0 days (5/27/27)						Post Construction																	
PROJECT POSITION TITLE	Bidding	GC Contract Award	Construction	Construction Closeout	Post Construction	Oct 23	Nov 23	Dec 23	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24	Aug 24	Sep 24	Oct 24	Nov 24	Dec 24			
Sr. Project Manager	23%	21%	100%	100%	5%	35	35	33	36	168	168	176	184	190	194	176	168	164	166	176			
Project Engineer	0%	0%	100%	0%	0%	0	0	0	58	58	61	64	66	68	64	61	58	64	64	58			
Labor Compliance	0%	0%	95%	35%	0%	0	0	0	0	168	168	176	184	190	194	176	168	164	166	176			
Project Executive (As-Needed)	As-Needed																						
Project Director (As-Needed)	As-Needed																						
Constructability Review Manager (As-Needed)	As-Needed																						
Value Engineer (As-Needed)	As-Needed																						
Scheduler (As-Needed)	As-Needed																						
Estimator (As-Needed)	As-Needed																						
Estimated Labor Hour Totals						35	35	34	37	365	365	414	432	376	432	414	396	432	395	414			

Note 1: Proposed Positions to be authorized based on County's requirements per Contract Agreement. Number of hours to be estimated and approved by the County prior to starting work.

Note 2: Each monthly total is a projection. As such, Cumming reserves the right to adjust the monthly totals & not to exceed the annual total.

Estimated Total Labor Hours by Phase					
PROJECT POSITION TITLE	Bidding	GC Contract Award	Construction	Construction Closeout	Post Construction
Sr. Project Manager	376	104	5,184	288	8
Project Engineer	0	0	5,184	0	0
Labor Compliance	0	0	1,814	72	0
Project Executive (As-Needed)	As-Needed				
Project Director (As-Needed)	As-Needed				
Constructability Review Manager (As-Needed)	As-Needed				
Value Engineer (As-Needed)	As-Needed				
Scheduler (As-Needed)	As-Needed				
Estimator (As-Needed)	As-Needed				
Estimated Labor Hour Totals by Phase:	376	104	12,182.4	288.8	8
Total Labor Hours	12,951.2				

Time Schedule and Staffing
As with most companies, Cumming attempts to operate very efficiently by having all team members fully utilized. Many of our individual services, including cost management (estimation), scheduling, and constructability reviews, are used on an as-needed basis, and our team is assigned appropriately to meet those demands. Our proposed time schedule is provided on this page and continues on the following.

With regard to construction management, we currently have the capacity and can assess the level of resources that the County requires, be it one individual or an entire team. Should unforeseen unexpected arise that require the replacement of one of our staff, we will only do so with someone who is equally or more qualified, and only with the explicit approval from the County.

Current Workload and Ability to Perform the Scope of Work
Cumming is currently involved in approximately 40 project management assignments and more than 400 cost estimating assignments. Our proposed personnel are not currently committed to other projects, and therefore, will be dedicated to your project to the full extent necessary to ensure its success. For our proposed full-time personnel, that means working on your project and no others; for our part-time or as-needed personnel, that means providing services to your project first, when services are required, and working on other projects only when those personnel are not needed for your project.

In addition, Cumming has one of the largest in-house project and cost management teams in the country—a key differentiator that sets us apart from our competitors. Having so many experienced members of projects, scheduling, to signs, and costs. With our consistent and reliable track record of delivering projects on time and within budget, we pride ourselves on our high level of project business, particularly within the public sector and working day-to-day with public agency project staff and other stakeholders. Supporting our project team is a large and diverse group of in-house project and construction management professionals, including project and construction managers, cost managers and estimators, schedulers, value engineers, and constructability reviewers, LEED and sustainability specialists, ADA experts, dispute resolution and avoidance experts, and more. These additional resources are available any time they are needed and can respond to any service request within 48 hours.

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Time Schedule and Staffing by Phase		Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26	May 27, 2027	
Bidding Phase																							
GC Contract Award																							
Construction Phase		Construction																					
Construction Closeout Phase		Construction Closeout																					
Post Construction Phase		Post Construction																					
PROJECT POSITION TITLE		Jan 25	Feb 25	Mar 25	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	Aug 26	May 27	
Sr. Project Manager		164	160	160	176	176	168	184	160	176	194	190	184	176	160	176	176	168	176	176	194	168	8
Project Engineer		184	160	160	176	176	168	184	168	176	184	190	184	176	160	176	176	168	176	176	194	168	0
Labor Compliance		64.4	58	58.8	61.6	61.6	58.4	58.8	61.6	64.4	58	64.4	51.3	56	61.6	61.6	58.8	17.6	18.4	0	0	0	0
Project Executive (As-Needed)		As-Needed																					
Project Director (As-Needed)		As-Needed																					
Constructability Review Manager (As-Needed)		As-Needed																					
Value Engineer (As-Needed)		As-Needed																					
Scheduler (As-Needed)		As-Needed																					
Estimator (As-Needed)		As-Needed																					
Estimated Labor Hour Totals		432	376	395	414	414	365	432	365	414	432	376	432	414	376	414	414	395	194	202	168	6	

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Section 6

Resource Allocation and Responsibilities Matrix

Section 6

Resource Allocation and Responsibilities Matrix

6. Resource Allocation and Responsibilities Matrix (seven pages): Include a resource allocation matrix of the CM's proposed project team including in rows a list of the tasks with descriptions for the project, including tasks identified in the scope of work and other tasks deemed necessary by the proposing CM, and in columns the name and number of hours proposed per task for each team member proposed to provide each type of service. In addition, summarize hours by phase per team member. In addition, assign responsibilities to the project team (Contractor, CM, County, A/E) for each task.

Resource Allocation and Responsibilities Matrix

Our proposed Resource Allocation and Responsibilities Matrix is provided on the following pages.

Team Member Allocation

Our proposed team member hourly allocation is summarized below and detailed in the previous section.

Time Schedule and Staffing by Phase					
PROJECT POSITION TITLE	Estimated Total Labor Hours by Phase				
	Bidding Phase: 47 days (10/16/23 - 12/20/23)	GC Contract Award 13 days (12/26/23 - 1/12/24)	Construction Phase: 648 days (1/22/24 - 7/23/26)	Construction Closeout Phase: 26 days (7/23/26 - 8/27/26)	Post Construction Phase: 0 days (5/27/27)
Sr. Project Manager (Amit Jogade)	376	104	5,184	208	8
Project Engineer (Paige Lawrence)	0	0	5,184	0	0
Labor Compliance (Eileen Ta)	0	0	1,814.4	72.8	0
Project Executive (As-Needed) (Anthony L. Sanchez)	As-Needed				
Project Director (As-Needed) (Dale Frisby)	As-Needed				
Constructability Review Manager (As-Needed) (Michael Echelmeier)	As-Needed				
Value Engineer (As-Needed) (Garry Attridge)	As-Needed				
Scheduler (As-Needed) (Deirdre Margolias)	As-Needed				
Estimator (As-Needed) (Merylyn Olave)	As-Needed				
Estimated Labor Hour Totals by Phase:	376	104	12,182.4	280.8	8
Total Labor Hours	12951.2				

Resource Allocation and Responsibilities Matrix

KEY

A = Approval Authority

L = Lead Responsible Party

R = Provide Recommendation, Comment or Support, as necessary

Resource Allocation and Responsibilities Matrix		Roles & Responsibility*				
Item No.	Responsibility Action	County	CM	Architect	IOR	GC
1.0 Construction Administration						
1.1	Establish Procedures/Standards	A	L	R		
1.2	Establish Project Scope of Work	A	L	R		
1.3	Financial Planning & Reporting	A	L	R		
1.4	Issue Integrated Master Schedule	A	L	R		
1.5	Issue & Track Master Budget	A	L	R		
1.7	Issue Monthly Project Reports	A	L	R		
1.8	Issue Construction Management Program	A	L	R		
1.9	Define Project Delivery Methods	A	L	R		
1.10	Develop & Execute Contract Documents	A	L			
1.11	Develop Preliminary Project Budget	A	L	R		
1.12	Develop Project Milestone Schedule	A	L	R		
1.13	Request Board Approval	A	L	R		
1.14	Procure Specialty Consultants Services	A	L			
1.15	Manage Specialty Consultants Services	A	L			
1.16	Manage Site Investigation / Due Diligence Consultants	A	L	R		
1.17	Value Engineering/Constructability Reviews	A	L	R		
1.18	Confirm Maintenance & Operation Standards	A	L			
1.20	Confirm IT Equipment, Data, Fiber & Connections Points	A/R	L	R		
1.21	Confirm Owner Furnished Contractor Installed Equipment	A	L	R		
1.22	Confirm Project Priority / Site Sequencing / Phasing of the Work	A	L	R		
1.23	Issue Operations Displacement / Logistics Plan	A	L	R		
1.24	Issue Temporary Facilities Plan	A	L	R		
1.25	Issue Staging Plan	A	L	R		
1.26	Prevailing Wage Verification	A	L			
1.27	Contractor Outreach	L/A	R	R		
1.28	Community / Public Relations	L/A	R	R		
1.29	Board Presentations	L/A	R			
1.30	Financial & Performance Audit Compliance	L/A	L	R		
1.31	Equal Opportunity Programs	L/A	R			
1.32	CEQA Compliance	L/A	R			

Resource Allocation and Responsibilities Matrix		Roles & Responsibility*				
Item No.	Responsibility Action	County	CM	Architect	IOR	GC
2.0 Communications Management						
2.1	Program Organization Chart & Reporting Structure	A	L			
2.2	Financial & Document Control System	A	L	R		
2.3	Master File System	A	L			
2.4	Monthly Progress Reporting	A	L	R		R
2.5	Site Liaison / Coordination		A			
2.6	Web Page	L/A	R	R		R
2.7	Project Records		L/A	R	R	R
2.8	Requests For Information (RFIs) & Logs		A	L	R	L
2.9	Change Orders (COs) & Logs	A	L/A		R	L
2.10	Submittals & Logs		L	A	R	L
2.11	Daily Logs and Contractor Reports		A			L
2.12	Photographic Documentation		A			L
2.13	Stop Work Notices	A	A			L
3.0 Meetings						
3.1	Board Meetings	L/A	R	R		
3.2	Design Phase Meetings	L/A	R	R		
3.3	Pre-Bid Meetings	L/A	R	R		
3.4	Pre-Construction Conferences	A	L	R		R
3.5	Construction Phase Meetings	A	L	R	R	R
3.6	Cost Reconciliation Meetings	A	L	R		R
3.7	Partnering Sessions	L/A	R	R	R	R
3.8	Meet with Local Agencies (i.e., Fire Dept., Public Works, AQMD, RWQCB, County Dept. of Environmental of Health, etc.)	A	L	L	R	R
4.0 Cost Management						
4.1	Budget Management	A	L	R		
4.2	Establish Project Budgets	A	L/A	R		
4.3	Issue Monthly Cash Flow Projections	A	L			
4.4	Provide Project Cost Saving Recommendations	A	L	R		
4.5	Value Engineering/Constructability Recommendations	A	L	R		
4.6	Update Estimate of Probable Construction Cost	A	L	R		
5.0 Schedule Management						
5.1	Define & Monitor Contract Schedule Requirements	A	L/A	R	R	R
5.2	Submit Preconstruction Schedules	A	A	R		L
5.3	Review & Comment on Preconstruction Schedules	A	L/A	R	R	R
5.4	Submit Resource Loaded Schedule	A	A	R		L
5.5	Review & Comment on Resource Loaded Schedule	A	L/A	R	R	R
5.6	Schedule of Delivery Dates for Owner Furnished Items	A	L/A	R	R	R
5.7	Submit Contractors Baseline Schedule	A	A	R		L

Resource Allocation and Responsibilities Matrix		Roles & Responsibility*				
Item No.	Responsibility Action	County	CM	Architect	IOR	GC
5.8	Review & Comment on Contractors Baseline Schedule	A	L/A	R	R	R
5.9	Submit 3-Week Look Ahead Schedule	A	A	R		L
5.10	Review & Comment on 3-Week Look Ahead Schedule	A	L/A	R	R	R
5.11	Submit Contractors Monthly Schedule Update	A	A	R	R	L
5.12	Review & Comment on Contractors Monthly Schedule Update	A	L/A	R	R	R
5.13	Monitor Contractors Actual Progress vs Schedule Updates		A	R	R	
5.14	Plan & Schedule Utility Shutdowns		A	R	R	R
5.15	Coordination of School & Construction Activities	A	A	R	R	R
6.0 Project Procurement (County to Complete)						
6.1	Confirm Bid Strategy	L/A				
6.2	Contractor & Subcontractors Outreach	L/A				
6.3	Issue Contractor Pre-Qualification Application	L/A				
6.4	Review Contractor Prequalification Applications	L/A				
6.5	Confirm Contractor Licensing Requirements	L/A				
6.6	Confirm County Equipment Acquisition & Procurement Items & Process	L/A				
6.7	Notification of Prequal Status to Bidders	L/A				
6.8	Submit Design Documents for Permitting	L/A				
6.9	Conduct Pre-Bid Conference & Site Walk	L/A				
6.10	Respond to Pre-Bid RFIs / Substitutions	L/A				
6.11	Issue Addendum	L/A				
6.12	Define Bid Period	L/A				
6.13	Define Bid Protest Period	L/A				
6.14	Contract Negotiation	L/A				
6.15	Bid Phase Analysis & Recommendations for Award	L/A				
6.16	Approve Schedule of Rates and Fees	L/A				
6.17	Recommendation to Award	L/A				
6.18	Issue Notice of Intent to Award	L/A				
6.19	Licensing, Insurance & Bond Verifications	L/A				
6.20	Issue Contract Docs to Recommended Contractor(s)	L/A				
6.21	Obtain & File Certificates for Insurance & Bonds	L/A				
6.22	Issue Equipment Purchase Orders (OFCI)	L/A				
6.23	Contract Execution / Obtain Certificates for Insurance & Bonds	L/A				
6.24	Execution and Issuance of Contract & Notice to Proceed (NTP)	L/A				
6.25	Confirm Placement of Orders for OFCI & FFE	L/A				
7.0 Design Phase Management						
7.1	Constructability Review	A	L	R		
7.2	Value Engineering Review	A	L	R		
7.3	Review County Equipment Procurement Schedule	A	L	R		

Resource Allocation and Responsibilities Matrix		Roles & Responsibility*				
Item No.	Responsibility Action	County	CM	Architect	IQR	GC
7.4	Site Logistics & Constraints Review	A	L	R		
7.5	Construction Site Staging Plan	A	L	R		
7.6	Confirm Existing Utilities & Offsite Improvements	A	L	R		
7.7	Confirm Additive/Deductive Alternates	A	L	R		
7.8	Coordinate Pre-Construction Surveys	A	L	R		
7.9	Approval to Bid Project	A	L	R		
8.0 Construction Phase Management						
8.1	Issue Notice to Proceed (NTP)	A	L	R		
8.2	Review & Comment on Schedule of Values	A	L	R		
8.3	Conduct Pre-Construction Meeting	A	L	R		R
8.7	Validate Contractors Logistics Plan, Traffic Plan & Staging Area	A	L	R	R	R
8.8	Confirm SWPPP Compliance	A	L/A	R	R	L
8.9	Coordinate Contractors Mobilization	A	L/A	R	R	L
8.10	Keep Daily Construction Activities Log of Work Progress/Status	A	L	R	R	R
8.11	Chair Weekly Construction Progress Meetings	A	L	R	R	R
8.12	Issue Meeting Minutes	A	L	R	R	R
8.13	Review Submittals, Shop Drawings & Samples	A	L/A	L	R	R
8.14	Confirm Incorporation of Submittal Comments by County, CM, Architect, Cx Agent	A	L/A	L	R	R
8.15	Respond to RFIs	A	L/A	L	R	
8.16	Monitor 3-Week Look-Ahead Schedule	A	L	R	R	
8.17	Monitor Monthly Schedule Updates	A	L	R	R	
8.18	Monitor Construction	A	L	R	R	
8.19	Monitor Construction Activates Concerning Public Safety	A	L	R	R	
8.20	Inspect Construction	A	R	R	L	
8.21	Issue Field Observation Reports	A	L/A	L	R	
8.22	Coordinate Architect Field Visits	A	L/A	L	R	
8.23	Evaluate Change Orders & Negotiate Change Order Costs	A	L	R	R	
8.24	Issue Notices of Non-Compliance		R	R	L	
8.25	Provide Project Status Reports	A	L	R	R	
8.26	Provide Photo & Video Documentation	A	L/A	R	R	L
8.27	Confirm Application of Weather Allowance	A	L/A	R	R	L
8.28	Coordinate Pre-Functional & Functional Testing	A	L/A	R	R	L
8.29	Schedule Final Inspection	A	L/A	R	R	L
9.0 Safety/Environmental						
9.1	Project Safety Plan	A	A			L
9.2	Access Plan	A	A			L
9.3	SWPPP Plan	A	A			L
9.4	Emergency Response Plan	A	A			L

Resource Allocation and Responsibilities Matrix		Roles & Responsibility*				
Item No	Responsibility Action	County	CM	Architect	IOR	GC
10.0 Construction Inspections						
10.1	County Sign-Offs		R	R	L	R
10.2	Hazardous Materials Testing, Abatement & Disposals	A	L			
10.3	Issue Daily Reports		A		L	
10.4	Construction Materials Testing		A		L	
10.5	Geo-Technical / Soils Testing		A		L	
10.6	Issue Inspection Reports		A		L	
10.7	Issue Construction Observation Reports		A	L	R	
10.8	Continuously Inspect Construction	A	A		L	
10.9	Continuously Monitor Construction	A	A			
10.10	Report Non-Compliant Work	A	A		L	
11.0 Start up / Commissioning / Occupancy						
11.1	Issue Key Schedule	A	L	R	R	R
11.2	Schedule Substantial Completion Inspection	A	A	R	R	L
11.3	Issue Punch Lists	A	A	L	R	R
11.4	Confirm Completion of County Documents	A	L	R	R	L
11.5	Coordinate Delivery & Installation of OFCI & FF&E	A	L	R		R
11.6	Coordinate Final Testing & Commissioning of Equipment	A	L	R	R	R
11.7	Coordinate Move-in, Occupancy	A	L	R	R	R
11.8	Conduct Site Training	A	L/A	R	R	L
11.9	Operational Testing & Startup	A	L/A	R	R	L
11.10	Low Voltage Systems Testing & Startup	A	L/A	R	R	L
11.11	Issue Maintenance & Warranty Documents	A	L/A	R	R	L
11.12	Issue Maintenance Supply Stock	A	L/A	R	R	L
11.13	Issue Keys	A	L	R	R	R
11.14	Review & Approve As-Built / Record Drawings	A	L/A	L	R	R
12.0 Contractor Invoice Processing						
12.1	Approve Contractor's Schedule of Values	A	L	R	R	
12.2	Submit DRAFT Payment Application to CM, Architect & IOR		A	R	R	L
12.3	Revise Invoice per CM, Architect & IOR Comments		A	R	R	L
12.4	Submit FINAL Payment Application to CM					L
12.5	Date Stamp & Log Invoice		A	R	R	
12.6	Confirm Accuracy of Billing Calculations	A	L	R	R	
12.7	Confirm Accuracy of Attached Documents	A	L	R	R	
12.8	Confirm Incorporation of Comments by CM, Architect & IOR	A	L	R	R	
12.9	Confirm Compliance of Invoiced Work with Progressed Work	A	L	R	R	
12.10	Confirm Compliance of Billing Format & Deliverables with Contract	A	L	R	R	

Resource Allocation and Responsibilities Matrix		Roles & Responsibility*				
Item No.	Responsibility Action	County	CM	Architect	IOR	GC
12.11	Submit FINAL Payment Application to CM (or Return to Contractor)	A	L/A	R	R	L
12.12	Confirm Accuracy of Payment Application Amount & Retention Amount	A	L	R	R	
12.13	Confirm Accuracy of Attached Documents	A	L	R	R	
12.14	Confirm Existence of Stop Notices & Apply Payment Disallowances if Necessary	A	L	R	R	
12.15	Confirm Purchase Order Line Items & Encumbrance Balance	A	L	R	R	
12.16	Approve (or Return) Invoice		L	R	R	
12.17	Submit Invoice for County Processing	A	L	R	R	
13.0 Professional Services Consultant & Vendor/Supplier Invoice Processing						
13.1	Date Stamp & Log Invoice from Consultant or Vendor/Supplier	A	L			
13.2	Confirm Accuracy Calculations & Backup Documentation		L			
13.3	Confirm Contract Encumbrance Balance	A	L			
13.4	Confirm Compliance of Billing Format & Deliverables with Contract	A	L			
13.5	Confirm Compliance of Invoiced Work with Progressed Work	A	L/A			
13.6	Approve (or Return) Invoice	A	L/A			
13.7	Submits Invoice to County	A	L			
14.0 Claims Avoidance / Management						
14.1	Develop Strategies & Issue Recommendations to District	A	L	R		
14.2	Resolve Issue(s) Related to Construction Deficiencies	A	L	R	R	
14.3	Issue Event Timeline / Log	A	L	R	R	
14.4	Project Cost Evaluations	A	L	R	R	
14.5	Project Delay Evaluations	A	L	R	R	
15.0 Project Closeout						
15.1	Confirm Substantial & Final Completion Dates	A	L	R	R	R
15.2	Submission of Verified Reports to County Permitting Agency	A	L	R	R	R
15.3	Respond to Post Occupancy Issues	A	L	R	R	R
15.4	Complete Punchlist Items	A	L	R	R	R
15.5	Post Occupancy Evaluations	A	L	R	R	R
15.6	Complete Punchlist	A	L	R	R	R
15.7	Confirm Submittal of All Closeout Documents	A	L	R	R	R
15.8	Local Agency Closeout	A	L	R	R	R
15.9	Achieve County Certification	A	L	R	R	R
15.10	File Notice of Completion	A	L	R	R	R
15.11	Fiscal Closeout	A	L	R	R	R
15.12	Issue Close Out Report	A	L	R	R	R
15.13	Archive All Documents & Records	A	L			

Section 7

References

Section 7 References

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

References

Reference 1

Client	Judicial Council of California
Project Name	BMS Upgrades, Statewide
Contact Person	Jack Collins
Title	Project Manager
Address	455 Golden Gate Ave., San Francisco, CA 94102
Telephone Number	415.865.8826
Email	jack.collins@jud.ca.gov
Reference Contact Person's role in the project	Project Manager
Proposer's Staff and Roles	Anthony L. Sanchez - Project Executive, Dale Frisby - Project Manager, Amit Jogade - Project Manager, Octavian Geliman - Project Manager, Julio Esparza - Project Manager
Scope of Services	Cumming is providing Project Management Services for major State capital improvement ground up construction projects as well as a portfolio of facility modification projects. Cumming has provided project management, construction support, budget reconciliation, energy management, and scheduling services to the Judicial Council of California (JCC) for various construction projects for the state's civil and criminal courthouses.

Reference 2

Client	Riverside County Sheriff's Department
Project Name	Project Management Services, Various Projects
Contact Person	Remon Tadrous
Title	Director, Project Management Office
Address	4095 Lemon Street, 2nd Floor, Riverside, CA 92501
Telephone Number	951.955.5951
Email	rtadrous@riversidesheriff.org
Reference Contact Person's role in the project	Director, Project Management Office

Proposer's Staff and Roles	Anthony L. Sanchez - Project Executive, Charles Wren - Project Manager, Octavian Geliman - Project Manager, Daniel Franco - Project Manager, Matthew Flores, Project Manager, Antonio Salcido - Project Manager, Justin Whiteside - Project Manager, Eileen Ta - Labor Compliance
Scope of Services	Cumming is providing project management services at various Sheriff's Department facilities throughout the County including tenant improvements and replacements.

Reference 3

Client	City of Pomona
Project Name	Hope for Home - New Year-Round Shelter and Service Center
Contact Person	Rene Guerrero
Title	Director of Public Works
Address	505 S. Garey Avenue, Pomona, CA 91769
Telephone Number	909.620.2440
Email	rene_guerrero@ci.pomona.ca.us
Reference Contact Person's role in the project	Director of Public Works
Proposer's Staff and Roles	Anthony L. Sanchez - Project Executive, Charles Wren - Project Manager, Daniel Silva - Project Manager, Daniel Franco - Project Manager, Eileen Ta - Labor Compliance
Scope of Services	Cumming provided construction management services to the City of Pomona for the City's first homeless shelter facility, Hope for Home. The Centralized Services Center, also known as the "Year-Round Emergency Shelter" project, involved the demolition of four buildings, including their foundations, and the removal and disposal of any material deemed to contain lead and asbestos, as well as the removal of existing walkways and asphalt areas. Cumming's scope of work included ensuring compliance with City standards, permitting requirements, and third-party agencies, utilities coordination, schedule management, cost management, document control, change order management, labor compliance, and on-site monitoring.

Section 8

Deliverables

Section 8 Deliverables

8. Deliverables (one page): Describe Proposer's ability to provide deliverables in the required formats [...]

Deliverables

Technology Capabilities

The Cumming is systems agnostic. We recognize each project is unique and look to understand its requirements, as well as our client's culture and internal values. With that, we are equipped to provide the County's deliverables utilizing the County's required formats as related to construction management services. The right technology mix must address the unique opportunities and challenges of the engagement, fulfill our clients' needs, and support our success. It will generate efficiency and synergy across all parties' work, streamlining access to information in a self-service mode. Accordingly, the resulting technology mix focuses on guaranteeing data transparency, accessibility, auditability, and quality across roles, organizations, regions, and time zones.

We seek to develop a deep understanding of the stakeholders, their priorities, and how critical groups prefer to receive information and use that to develop custom dashboards, reporting, and other interfaces. Our team of systems integrators and data analysis and visualization experts provide a bespoke solution integrating the platforms that will best serve the project and team.

We strive to create value in the context of the organizations' needs and cultures. At the very onset of our engagements, we perform a fit-gap analysis that takes into account any systems our clients are currently using for similar projects including the following:

- a. CADD drawings in AutoCAD.
- b. 3D models in Revit (version 2022).
- c. Word documents in Microsoft Word.
- d. Spreadsheets in Microsoft Excel.
- e. Schedules in Microsoft Project.
- f. PDF or Bluebeam Writer.
- g. Databases as necessary for compiling, storing and accessing the project records in a commonly available format.
- h. Web-based Project Management.

In this process we work to identify all the sources of information, the level of data granularity required to manage and report, and who are the producers and consumers of said information. Clients often have their own critical performance indicators by which they assess the progress and status of the different facets of their projects, so we build these in alongside ours in.

Our team aims to create impactful, actionable insights tailored to communicate data to any level of an organization. With a deep understanding of the data and the needs of the end users in mind, we create visuals to empower staff members on site, or to better inform decision makers in the office. In addition to our expertise in tools and data analysis, our team includes visualization best practices to ensure our tools are telling a persuasive, precise story. In all instances, we strive to become trusted partners of our clients and treat their data as if it were our own.

We know disruption is always a challenge so the resulting technology platform we create looks to support the processes that drive project success, addresses both sides of the relationship, and minimizes disruption to the activities of the parties involved, whenever and wherever possible.

Cumming provides clients with planning and scheduling services for all project phases, from development and pre-design through construction closeout. The primary scheduling software employed by Cumming is Primavera P6, but staff members are equally as familiar with the use of SureTrak, Expedition, Meridian Prolog, Proliance, and Microsoft Project software.

Section 9

Cost Proposal

Cumming's cost proposal is provided in a separate submittal upload as "Sealed Cost Proposal".

Section 10

Required Statements

Section 10 Required Statements

10. Required Statements (one page for each statement, not counted towards page count limit)

Non-substitution for the designated members of the proposed staff members and subconsultants without the County's prior written approval in each instance.

Non-substitution

Cumming dedicates our proposed staff members to Santa Barbara County for the Probations Headquarters Building Project. Should something unexpected arise that requires the replacement of one of our staff, we will only do so with someone who is equally or more qualified, and only with the explicit written approval from the County in each instance.

Non-collusion affidavit.

Non-collusion Affidavit

Cumming has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

Non-conflict of Interest

Non-conflict of Interest

Cumming does not have a conflict of interest in providing Construction Management Services to Santa Barbara County for the Probations Headquarters Building Project.

Statement listing of litigation and/or claims related to past projects for the past ten (10) years.

Litigation and/or Claims Related to Past Projects

Cumming has no litigations and/or claims that would prevent the firm from successfully providing Construction Management services to the County of Santa Barbara Probations Headquarters Building Project. Our 10-year litigation history is provided below.

10-year litigation history

Name of Claimant	Beaufort County School District – Beaufort, SC
Date of Claim	April 2012
Grounds for Claim	Design Professional Errors & Omission not corrected during constructability review performed by Cumming as the Owner’s Advocate.
Present Status	Matter settled through Mediation
Date of Resolution	January 2014

Name of Claimant	Jasper County School – Ridgeland, SC
Date of Claim	April 2012
Grounds for Claim	A sinkhole developed at a school site.
Present Status	Matter settled
Date of Resolution	April 2017

Name of Claimant	Bradley Harris / Lance Punch – Lexington, SC
Date of Claim	June 2012
Grounds for Claim	Two mechanical workers injured while installing a piece of ductwork on a project where Cumming was the Owner’s Advocate.
Present Status	Mediation has been settled.
Date of Resolution	December 2014

Name of Claimant	Elena Ferree – Lexington, SC
Date of Claim	January 2013
Grounds for Claim	Plaintiff claimed failed supervision to ensure proper and safe operation of an exiting truck.
Present Status	Matter settled
Date of Resolution	December 2013

Name of Claimant	Mike Ritchie – Lexington, SC
Date of Claim	September 2013
Grounds for Claim	Local resident claiming environmental water quality and property damage arising from the construction of a nearby elementary school.
Present Status	Matter settled
Date of Resolution	October 2015

Name of Claimant	Triad Mechanical, Weaver Contracting & Guarantee Company, Charleston, SC
Date of Claim	August 2015
Grounds for Claim	GC on project filed for bankruptcy and their license expired so Surety Company took project over, two sub-consultants claimed they were not paid amounts they felt were due to them
Present Status	Matter Settled
Date of Resolution	April 2016

Name of Claimant	Lexington School District 5
Date of Claim	September 2016
Grounds for Claim	School District had issues with appearance of metal siding and other issues related to construction services performed by general contractor
Present Status	Matter settled
Date of Resolution	May 2018

Name of Claimant	West Tech Mechanical, Glendale, CA
Date of Claim	November 2016
Grounds for Claim	Mallcraft, the GC had missed several contractual completion dates as well as adjusted project completion dates to accommodate their non-performance. These delays were attributed to several of their subcontractor’s lack of manpower and performance and project defects. Specifically, the HVAC or mechanical subcontractor was not fulfilling their contractual obligations which in the Colleges eyes left them no choice but to default Mallcraft after numerous notices and chances to correct the situation. The District consulted with their legal counsel and opted to default them on several grounds. The plaintiff (the HVAC sub) had the most corrective items issued by the State of California and a replacement firm was brought in by both the GC bonding company and the HVAC bonding company. Subsequent to this take over the new GC and Mechanical subcontractor at their own discretion has discovered numerous additional substandard construction conditions and has elected on their own to take corrective action to align the work in a code and contract compliant manner. Plaintiff is claiming they have unpaid monies due to them which is a result of the GC holding monies to cover the multiple State deficiencies and corrective action requirements.
Present Status	Matter settled
Date of Resolution	October 2019

Name of Claimant	Groves Construction, Tahoe Beach Club
Date of Claim	December 2017
Grounds for Claim	Dispute regarding framing work (NB: No actual litigation ever commenced).
Present Status	Settled after mediation
Date of Resolution	March 2018

Name of Claimant	China Construction, Charleston, SC
Date of Claim	March 2018
Grounds for Claim	This was a result of a subcontractor for China (Judy's Electric) going under mid-way through construction of St Andrews ES in late 2014 (school opened July 2015 6 months late) in which China had not required Judy's to have a bond. The District had to supplement the electrical contractor in order to get the project completed so they had several back charges to China. China is requesting unpaid retainage and damages.
Present Status	Matter settled
Date of Resolution	October 2019

Name of Claimant	Rosser Architects
Date of Claim	December 2019
Grounds for Claim	An architect, Rosser International, which has been sued by a municipal owner for alleged design issues has implead all of its consultants engaged on the project even though Cumming was not involved with the design and there has been no pleading of any specific wrongdoing by Cumming.
Present Status	Settled- Superior Court, Santa Barbara County
Date of Resolution	April 2023

Name of Claimant	David E. Trafecanty
Date of Claim	February 2020
Grounds for Claim	Claims for injuries allegedly suffered by an employee of the general contractor, Access Pacific, Inc., on or about 11/15/18 as a result of allegedly inadequate shoring for a trench excavation. Cumming served in the role of Project Manager. As PM, Cumming was not responsible for safety conditions at the site which were the responsibility of the contractor. Subsequent to original lawsuit, separate action commenced in February 2021 in same court by workers compensation insurer to recover benefits paid to plaintiff.
Present Status	Settled- Superior Court, Los Angeles County
Date of Resolution	February 8, 2022

Name of Claimant	Abel Martin Vallejos
Date of Claim	July 2021
Grounds for Claim	Bodily Injury lawsuit from a subcontractors' employee. The claimant sued the general contractor, owner, and Cumming as the Owner's representative. As PM, Cumming was not responsible for safety conditions at the site which were the responsibility of the general contractor.
Present Status	Ongoing – New York Supreme Court, Bronx
Date of Resolution	Pending

Name of Claimant	Dorota Orkofsky
Date of Claim	October 2021
Grounds for Claim	Wrongful death lawsuit, arising out of death on allegedly unsafe crosswalk. The claimant sued the general contractor, school district client, and Cumming as the School District's Project Manager. As PM, Cumming was not responsible for designing the crosswalk in question.
Present Status	Settled – Court of Common Pleas 16th Jud. Circuit, South Carolina
Date of Resolution	January 2023

Name of Claimant	Christine Charneco
Date of Claim	February 2022
Grounds for Claim	Wrongful termination.
Present Status	Settled - NY Supreme Court NY County
Date of Resolution	March 2023

Name of Claimant	Solamon Ibe
Date of Claim	February 10, 2023
Grounds for Claim	Wrongful termination.
Present Status	Ongoing – Oregon Civil Rights Division at the Bureau of Labor & Industries
Date of Resolution	Pending

The aforementioned list of claims and litigation exclude those disputes proceedings commenced by Cumming to collect professional fees.

Ability to fulfill the indemnification and insurance requirements contained in Exhibit C of the Agreement, attached hereto and incorporated herein by reference. Please note that actual certificates of insurance are not required as part of your submittal.

Indemnification and Insurance Requirements

Cumming can fulfill the indemnification and insurance requirements contained in Exhibit C of the Agreement.

Proof of DIR Registration and County Vendor Registration.

DIR Registration and County Vendor Registration

Cumming Management Group is Registered with the California Department of Industrial Relations and is a Registered Vendor with the County of Santa Barbara as shown in the following documents.

DIR Registration Number 1000038377

Contractor Information		Registration History	
Legal Entity Name	CUMMING MANAGEMENT GROUP INC	Effective Date	Expiration Date
Legal Entity Type	Corporation	6/14/2018	6/30/2019
State	Active	2/15/2018	6/30/2018
Registration Number	1000038377	8/1/2016	6/30/2017
Registration effective date	7/1/2023	5/24/2016	6/30/2016
Registration expiration date	6/30/2024	7/24/2019	6/30/2020
Mailing Address	276 POST RD W 2nd floor Westport 06880 CT United ...	7/1/2020	6/30/2021
Physical Address	25200 HANCOCK AVE, SUITE 640 MARIETTA 30062 GA	7/1/2021	6/30/2022
Bank Address	7/13/2022	6/30/2023	
Trade Name/DBA	Cumming	7/1/2023	6/30/2024
Registration	Cumming Construction Management		
Registration Corporation	Cumming Corporation		
License Number(s)	CUM906908		

Legal Entity Information	
Corporation Number:	
Federal Employment Identification Number:	
President Name:	Derek Hutchison
Vice President Name:	
Treasurer Name:	
Secretary Name:	
Area Mgr Name:	
CEO Name:	Derek Hutchison
Agent of Service Name:	CT Corporation System
Agent of Service Mailing Address:	320 North Brand Blvd, Glendale 91203 CA United States of America

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Response Details Report Bid RFP #19014.1 - GS Capital Project: Construction Management Services for County of Santa Barbara Probations Headquarters Building

Report Generated on : Aug 23, 2023 4:08:57 PM PDT [Print](#)

Eit: RFP #19014.1 - GS Capital Project: Construction Management Services for County of Santa Barbara Probations Headquarters Building
Start Date: Jul 24, 2023 4:46:58 PM PDT
End Date: Aug 24, 2023 1:00:00 PM PDT

Cumming Corporation

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

Retention of Proposal

Cumming acknowledges that this proposal becomes property of the County and shall not be returned.



County of Santa Barbara

Sealed Cost Proposal for
Construction Management Services, County of
Santa Barbara Probations Headquarters Building

RFQ#: 19014 - RFQ/P

September 18, 2023

cumming-group.com



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EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$1,958,728.00 ("Maximum Contract Amount"), as set forth in greater detail in the Compensation Summary table below.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Exhibit B-1** (Schedule of Fees). Invoices submitted for payment that are based upon **Exhibit B-1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**. Exhibit B-1 supersedes Section 9 of CONTRACTOR's Proposal in its entirety.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Exhibit B-1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. Reimbursable expenses are to be billed at 0% markup and will only be reimbursed by the County if authorized in writing in advance by the County. Licensing cost of project manager software Prolog or Procure may be billed against reimbursable expenses.

COMPENSATION SUMMARY

	CONTRACTOR'S Compensation for the Services shall be:	
a.	Compensation for Base Services	\$1,848,552.00
b.	Allowance for Reimbursable Expenses	\$5,000.00
c.	Supplementary Services Allowance (" SSA "), expenditure of which may only be authorized by the County in writing pursuant to duly executed Change Order(s) issued during the Term in accordance with Sections 36 and 37 of this Agreement.	\$105,176.00
	MAXIMUM COMPENSATION AMOUNT (sum of a + b + c)	\$1,958,728.00

**EXHIBIT B-1
BASE SERVICES COMPENSATION BREAKDOWN
& CONTRACTOR'S HOURLY RATES**

Project Position Title	Bidding Phase	GC Contract Award	Construction Phase	Construction Closeout Phase	Post-Construction Phase
Sr. Project Manager	\$121,360	\$19,240	\$757,760	\$38,480	\$1,480
Project Engineer	\$0	\$0	\$614,400	\$0	\$0
Labor Compliance	\$0	\$0	\$186,368	\$9,464	\$0
Construction Management Services Fee				\$1,748,552	
As-Needed Support Services (Not-to-Exceed)				\$100,000	
Reimbursables				\$5,000	
Not-to-Exceed Fee				\$1,853,552	

Classification	Hourly Rate
Sr. Project Manager	\$185
Project Engineer	\$150
Labor Compliance Manager	\$130

As-Needed Classifications	Hourly Rate
Scheduler	\$165
Estimator	\$175
Constructability Review	\$160
Value Engineering	\$165
Project Director	\$180
Project Executive	\$190
NTE Contingency Subtotal	\$100,000

The hourly rates are inclusive of cell phones and phone charges, mileage within a twenty-five (25) mile radius of the Project area, laptop computers, all direct labor costs, fringe benefits, insurance, overhead, profit, and all other expenses required to perform the Base Services.

EXHIBIT C
Indemnification and Insurance Requirements
(For Professional Contracts)

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 the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage 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 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 maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

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

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

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

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