

COUNTY OF SANTA BARBARA
GENERAL SERVICES DEPARTMENT
CAPITAL PROJECTS DIVISION



**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

**FOR
INDEFINITE DELIVERY-INDEFINITE
QUANTITY**

“AS NEEDED”

**PROJECT MANAGEMENT AND
CONSTRUCTION MANAGEMENT SERVICES**

August 15, 2024

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

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("County") and VANIR CONSTRUCTION MANAGEMENT, INC. with an address at 735 TANK ROAD, SUITE 230 ("CONTRACTOR" and together with the County, collectively, the "Parties" and each a "Party") wherein CONTRACTOR agrees to provide the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

The Capital Division Chief and Interim Assistant Director of the County's General Services Department, John Green at phone number 805-934-6229 is the representative of County and will administer this Agreement for and on behalf of County ("County Contract Manager"), subject to the authority reserved for exercise by the Director hereunder or specifically delegated to the Director by the County Board of Supervisors in approving this Agreement. Scott Murphy at phone number 805-541-1940 is the authorized representative for CONTRACTOR. Changes in a Party's designated representative as set forth in this Section 1 shall be made only upon advance written notice to the other Party in accordance with the provisions of this Agreement. The designated County representative may also be referred to herein as the "Contract Administrator."

2. NOTICES

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

To County: JOHN GREEN, COUNTY OF SANTA BARBARA, 260 N SAN ANTONIO ROAD,
SANTA BARBARA CA 93110, 805-934-6229, JLGREEN@COUNTYOF SB.ORG
To CONTRACTOR: VANIR CONSTRUCTION MANAGEMENT, INC., 735 TANK FARM ROAD, SUITE 230,
CA, 93401, 805-541-1425, SCOTT.MURPHY@VANIR.COM

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

3. SCOPE OF SERVICES

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

4. TERM; PERFORMANCE PERIOD

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

5. COMPENSATION OF CONTRACTOR

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

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION MANDATORY DISCLOSURE

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

9. TAXES

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

10. CONFLICT OF INTEREST

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

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

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

to comply with said ordinance.

E. Statement of Compliance California:

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

F. Federal Assurances:

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

appropriate, including, but not limited to:

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

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

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

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

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

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

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

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

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. ORDER OF PRECEDENCE

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

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

33. HANDLING OF PROPRIETARY INFORMATION

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

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

34. AMENDMENTS

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

35. NEWS RELEASES/INTERVIEWS

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

36. FEDERAL AND STATE PREVAILING WAGE RATES

As applicable:

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

stating both of the following:

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

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

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

H. Hours of Labor

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

I. Employment of Apprentices

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

37. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

38. SUBCONTRACTING

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

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

G. Prompt Payment of Withheld Funds to Subcontractors

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

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

39. SUBCONTRACTORS

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

40. CONTRACTOR PURCHASES AND ORDERS

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

C.

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

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

D. All subcontracts shall contain the above provisions.

41. AUDIT REVIEW PROCEDURES

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

42. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

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

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

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

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

45. PROCUREMENT OF RECOVERED MATERIALS

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

46. SUSPENSION FOR CONVENIENCE

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

47. DISADVANTAGE BUSINESS ENTERPRISE REQUIREMENTS

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

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

48. FUNDING REQUIREMENTS

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

49. SAFETY

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

50. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

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

51. PROMPT PAYMENT FROM THE COUNTY TO CONTRACTOR

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

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

52. TITLE VI ASSURANCES

APPENDICES of the TITLE VI ASSURANCES

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

APPENDIX A

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

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

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

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

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

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

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

53. INDEFINITE DELIVERY, INDEFINITE QUANTITY; TASK ORDERS

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

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

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

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

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

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

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

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

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

CONTRACTOR SIGNATURE PAGE

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

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

CONTRACTOR:

Jerry Avalos

Vanir Construction Management, Inc.

735 Tank Farm Road, Suite 230

San Luis Obispo, CA 93401

License No.

Business Type: Corporation

Contact Email: jerry.avalos@vanir.com

Contact Phone: 559-805-5393

DocuSigned by:

Jerry Avalos

By:

Authorized Representative

8/27/2024 | 5:23 PM PDT

Date:

COUNTY SIGNATURE PAGE

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

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Steve Lavagnino

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Kirk Lagerquist
Director of General Services

By:  _____
Department Head

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

APPROVED AS TO FORM:

Greg Milligan
Risk Manager

By:  _____
Deputy

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:  _____
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

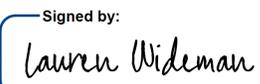
By:  _____
Deputy County Counsel

Exhibit A – Statement of Work

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

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

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

Deliverable: County Project Charter

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

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

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

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

Deliverable: Project Schedule in Microsoft Project or equivalent scheduling software

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

Each project performed by GS Capital & F/M contains a communications element specified by the County, whether this be a formal Communications Plan, or a commitment to utilize established communication tools

developed for project applications. This commitment begins at pre-planning or project development and extends through construction and project close-out.

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

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

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

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

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

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

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

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

submittals, and work with permitting agency to move the project through the approval process.

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

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

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

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

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

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

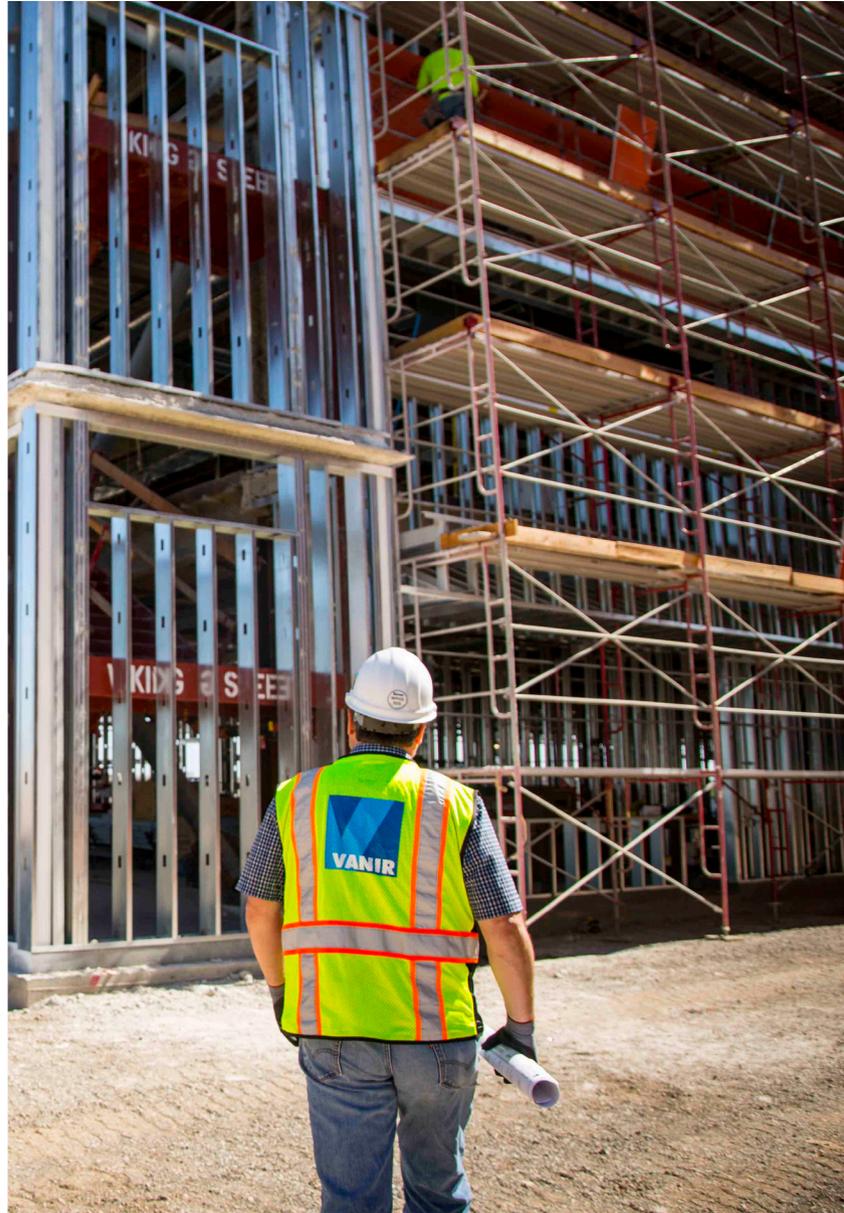
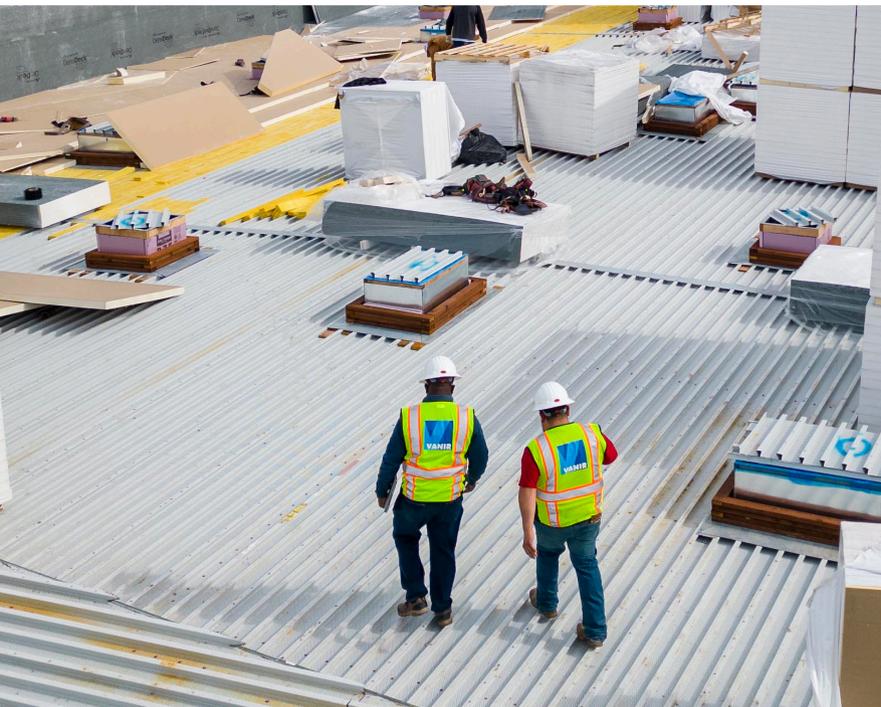
8. Other Project/Program Tasks: The Contractor may be required to provide additional services reasonably

related to the tasks outlined above as set forth in Task Order(s).

Exhibit A-1 – Consultant’s Proposal



Solutions for Success



July 12, 2024

County of Santa Barbara, General Services Department - Capital Division
Indefinite Delivery-Indefinite Quantity "As Needed" Project and Construction
Management Services - 5 Year Contract Term | RFP #24019

Submitted via Public Purchase



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735 Tank Farm Road, Suite 230
San Luis Obispo, CA 93401
T 805-541-1425
F 805-541-1940
vanir.com

July 12, 2024

John Green, Capital Division Chief and Interim General Services Assistant Director
County of Santa Barbara, General Services Department - Capital Division
105 E. Anapamu Street
Suite B-5
Santa Barbara, CA 93101

Re: Request for Proposals for Indefinite Delivery-Indefinite Quantity "As Needed" Project Management and Construction Management Services

Dear Mr. Green,

Vanir Construction Management, Inc. (Vanir) is pleased to respond to the County of Santa Barbara's Request for Proposals to provide Indefinite Delivery – Indefinite Quality "As Needed" Project and Construction Management Services for the 5 Year Contract Term. Our mission is to support the County of Santa Barbara (County) by delivering professional staff with the experience and commitment to excellence to serve as your representative for project and construction management services. At Vanir, we build our success for clients on a culture of teamwork, collaboration, attention to detail and follow-through as key elements. We have assembled an exceptionally well-qualified team of specialized individuals with the know-how and commitment to the County to achieve that success.

Vanir is a national leader in providing project and construction management services to public works clients in the horizontal and vertical markets. For over 40 years, Vanir has worked to become a leading project and construction management firm. During that period, we have helped numerous public agencies and we bring those lessons learned from managing more than \$30.8 billion of construction to your projects.

Vanir presents a team of professionals with extensive experience delivering quality project and construction management services to public works clients. Vanir understands the complexities and challenges of this important supporting service to the County. We focus on these critical aspects to ensure success in our approach:

- **Providing seasoned project and construction managers with outstanding technical and professional capabilities to provide effective leadership and management to protect the County's interests**
- **Supporting the County with available additional support services specialists experienced in managing similar public works projects**
- **Working within the County's team structure to drive effective communications, project controls and documentation and mitigation of risks throughout all projects**

Our Local Experience: Our local experience on the Central Coast spans over 35 years. Our staff will be based out of our local office in San Luis Obispo, within 30 miles of the County line. We note that depending on the nature and volume of the workload, Vanir may be prepared to establish a satellite office in the County as needed to support your projects.

Our Team Experience: Our team has a firm understanding and experience in managing the many projects the County wants to support. Our extensive experience includes all types of public works projects including: streets/roads (Caltrans), parking lots, concrete (curb/gutter/sidewalks), ADA compliance, water/wastewater, underground utilities (storm and sanitary sewers), trails and parks, roof repairs and replacement, interior upgrades and tenant improvements, security improvements and HVAC, electrical and structural upgrades.

We appreciate the opportunity to propose and are confident we have put together the best possible team to support the County of Santa Barbara.

Scott Murphy, Area Manager, working from our Fresno office, will be your point of contact for this proposal. Jerry Avalos, President, will oversee our contract and any corporate questions or concerns you may have.

If you have any questions, please feel free to reach out to Scott or Jerry.

* Vanir acknowledges the receipt of two addenda dated July 1, 2024, and July 8, 2024.

Sincerely,

Vanir Construction Management



Jerry Avalos
President
559-805-5393
jerry.avalos@vanir.com



Scott Murphy
Central California Area Manager
559-496-0536
scott.murphy@vanir.com

SECTION 2

CONTRACTOR INFORMATION, QUALIFICATIONS, EXPERIENCE & UNDERSTANDING OF WORK



San Benito County Quick Start Road Improvement Plan, Measure G Road Maintenance Project

2. Contractor Information, Qualifications, Experience and Understanding of Work

San Benito County Quick Start Road Improvement Plan, Measure G Road Maintenance Project at Southside Road 5000 Block

- a. Contracting agency: San Benito County
- b. Contracting agency project manager: Steve Loupe
- c. Contracting agency contact information: 831-636-4000 (ext.10)
- d. Contract amount: \$4,991,620
- e. Funding sources: SB-1, Measure G, Enterprise Fund and Local Funds
- f. Date of contract: 1/2/2020
- g. Date of completion: Ongoing through 2024
- h. Consulting project manager and contact information:
Edward Rangel | edward.rangel@vanir.com | 209-277-9784
- i. **Project description:** The project includes but is not limited to improvements of Southside Road by constructing two separate soldier pile retaining walls totaling 354 lf and 330 lf, embankment reconstruction and the placing of a 0.20' HMA overlay. The soldier piles were 24" diameter, with 6' on center steel piles ranging in lengths between 30' and 40' long incased in concrete, 4x12 timber lagging ranging from 5'-7' and additional stabilization geogrid. This project did not allow for closure of both traffic lanes so a temporary lane was added for the duration of the project.

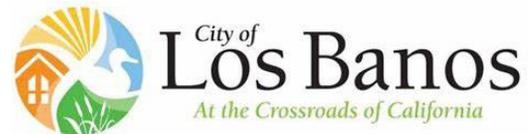
Staff Participation:



Edward Rangel, CMIT



Jim Netz, CCM



City of Los Banos On-Call Construction Management Services

- a. Contracting agency: City of Los Banos
- b. Contracting agency project manager: Ray Reyna
- c. Contracting agency contact information: 209-657-5797 | ray.reyna@losbanos.org
- d. Contract amount: \$600,000
- e. Funding sources: General Fund
- f. Date of contract: 5/1/2024
- g. Date of completion: Ongoing
- h. Consulting project manager and contact information:
Edward Rangel | edward.rangel@vanir.com | 209-277-9784
- i. **Project description:**
Vanir is providing construction management services for the City of Los Banos as part of a 3-Year Capital Improvement Program. Vanir has been selected to be a day-to-day contact for the management for various projects including major or minor sewer trunk main replacement projects and trail construction projects (including bridges, water main replacement, road reconstruction and maintenance).

Staff Participation:



Edward Rangel, CMIT



Daniel Villaverde, CMIT



Kings County On-Call

- a. Contracting agency: Kings County
- b. Contracting agency project manager: Kyria Martinez
- c. Contracting agency contact information: 559-852-2375 | kyria.martinez@co.kings.ca.us
- d. Contract amount: \$135,000
- e. Funding sources: General Fund
- f. Date of contract: 3/1/2023
- g. Date of completion: 6/30/2024
- h. Consulting project manager and contact information: Mac McDonald | mac.mcdonald@vanir.com | 559-240-2874
- i. **Project description:** Vanir is proud to provide capital project management services for the County of Kings. Our project managers oversee and manage the design, initiation, progress and completion of the County's capital projects. Our project managers collaborate with various subcontractors to ensure all obligations are met and services provided meet the project's needs.

Staff Participation:



Mac McDonald



DGS Atascadero State Hospital Enhanced Treatment Program

- a. Contracting agency: CA Dept of General Services
- b. Contracting agency project manager: Troy West
- c. Contracting agency contact information: 916-443-9774 | troy.west@dgs.ca.gov
- d. Contract amount: \$150,000
- e. Funding sources: Federal Funds
- f. Date of contract: 7/15/2019
- g. Date of completion: 10/31/2020
- h. Consulting project manager and contact information: James Netz | james.netz@vanir.com | 559-513-9678
- i. **Project description:** Vanir is providing construction management services for the renovation of three floors/wings at the fully operational Atascadero State Hospital. The project includes seismic upgrades to convert existing patient rooms and nursing units to 39 Patient Rooms and six Enhanced Treatment Program Patient Rooms as well as interview/non-contact rooms. The scope includes demolition, removal/expansion of doorways and walls to convert existing dormitory style patient rooms into single patient rooms for use in the newly established enhanced treatment program.

Staff Participation:



Rob Nash, RA



Jim Netz, CCM



Kern Community College District On-Call

- a. Contracting agency: Kern Community College District
- b. Contracting agency project manager: Randall L. Rowles
- c. Contracting agency contact information: 661-336-5095 | randall.rowles@kccd.edu
- d. Contract amount: \$213,440
- e. Funding sources: Various School Bonds
- f. Date of contract: March 3, 2020
- g. Date of completion: 6/30/2023
- h. Consulting project manager and contact information: Mac McDonald | mac.mcdonald@vanir.com | 559-240-2874
- i. **Project description:** Vanir was selected by Kern Community College District (KCCD) to provide comprehensive management and oversight for district-wide construction projects. Responsibilities include project management, project controls, value engineering, and construction management services. Vanir's role ensures the timely and satisfactory completion of these projects through effective business administration and management.

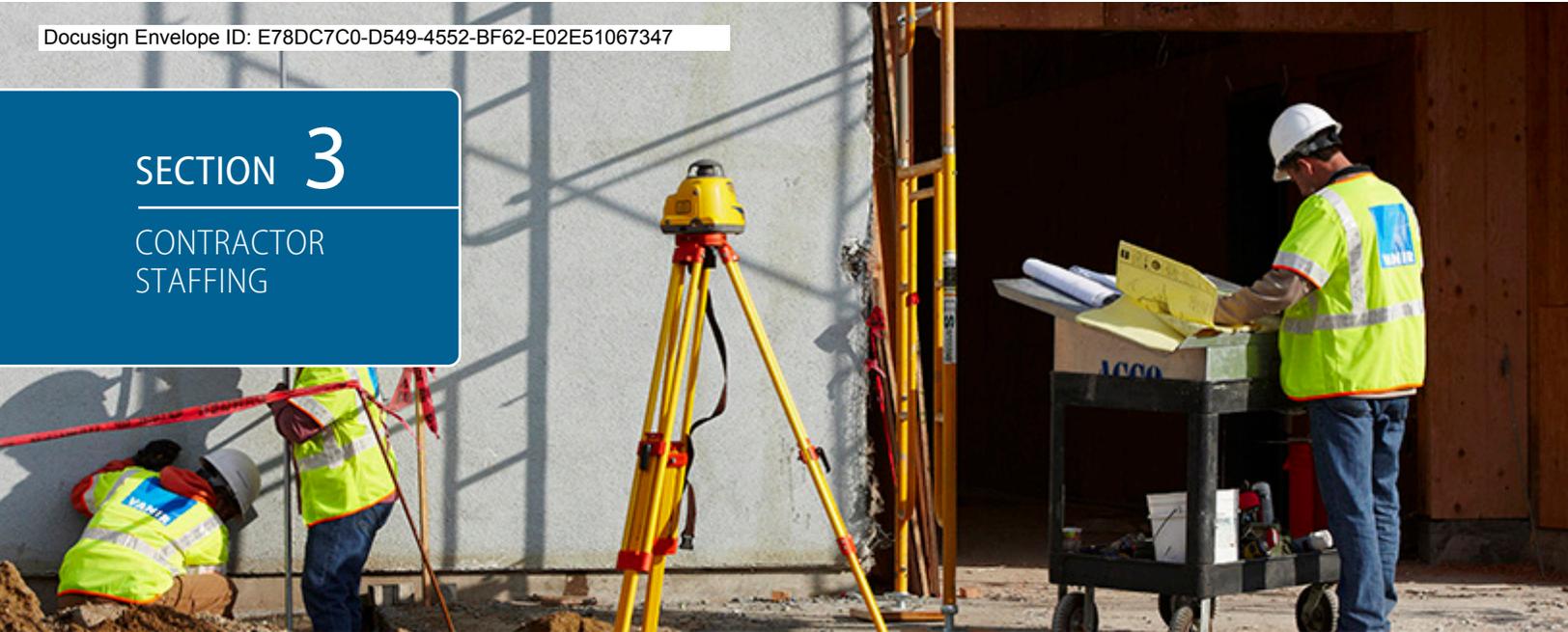
Staff Participation:



Mac McDonald

SECTION 3

CONTRACTOR STAFFING



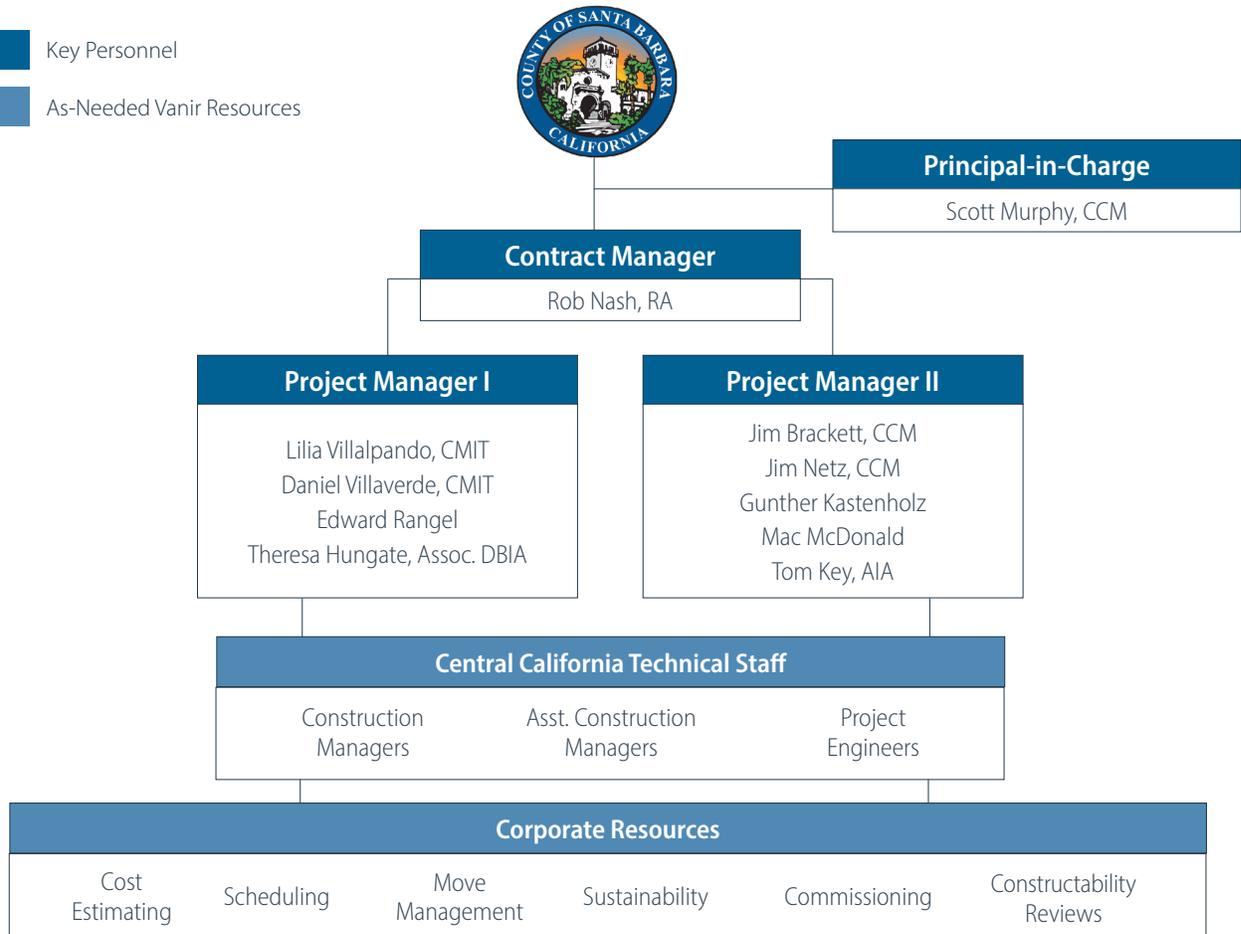
3. Contractor Staffing

Our team is equipped with extensive experience in public works projects, particularly in construction management, remediation and regulatory compliance. Our selected individuals bring invaluable lessons learned and best practices from numerous public works projects.

For detailed resumes including experience, certifications and registrations of each key member of our team, please refer to Section 4: Organization and Approach.

 Key Personnel

 As-Needed Vanir Resources



SECTION 4

ORGANIZATION AND APPROACH



4. Organization and Approach



Roles and Organization of Proposed Team

We have organized our team so the County will have a single point of contact for each project, while at the same time allowing Vanir to be nimble and flexible to meet project needs. At the initiation of each task order, the County will reach out to our contract manager. Based on initial discussion and understanding of the project the contract manager will assign a project manager. These assignments will be based on matching the project with the project manager with the best experience, availability and ability to remain with the project through completion. Based on the needs and stage of the task order, the project manager, in consultation with the contract manager, will bring in additional resources from our Central California offices (construction managers, assistant construction managers, project engineers) or Corporate resources (cost estimating, scheduling, constructability reviews) as appropriate for the project.

Vanir has a staff of over 380 people with approximately 25 staff in our Central California offices. We have created a pool of nine highly qualified project managers to match skills and experience to each task order. All of our proposed staff work almost exclusively (95%+) on public sector projects; we understand the nuances and responsibilities of working with public entities such as Santa Barbara County. Our staff for your projects will be based out of our full-service San Luis Obispo office. In addition to our local staff, we offer corporate resources for tasks such as cost estimating, scheduling, constructability reviews, commissioning, move management, sustainability and more. These resources are available for your projects on an as-needed basis.

Project and Management Approach

Our contract manager, Rob Nash, will be your initial point of contact. He will manage our overall team assignments and services. He will assign appropriate project managers and is responsible for making sure we meet contractual requirements, have the necessary resources assigned to your projects and will monitor all projects to ensure we are meeting your goals and needs.

Once a project manager is proposed and accepted by the County, they will become your day-to-day contact for each task order. The project manager is responsible for the performance of our team and the daily success of the project, including attending meetings, documentation, issue resolution, etc. If for some reason we are not meeting your expectations, the contract manager will step in to ensure we resolve the issue in the most timely way with the least effect to the project.

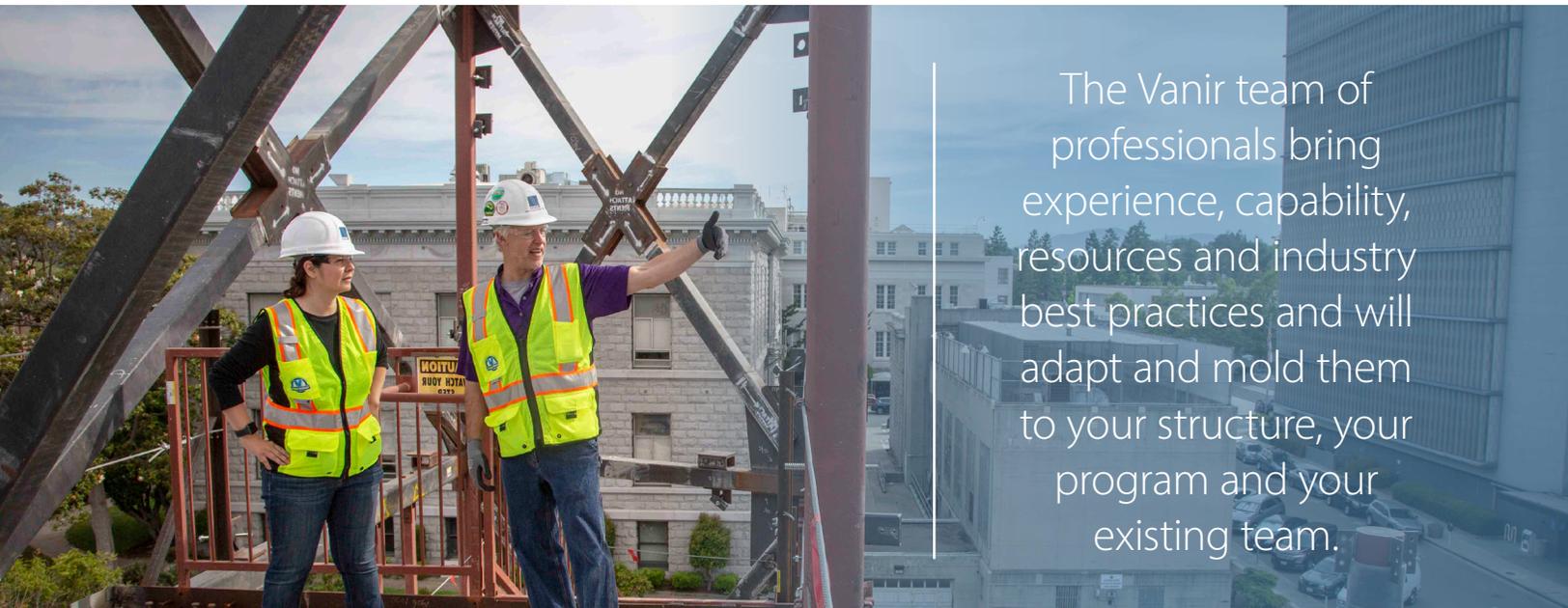
Our project managers are trained to manage 'scope creep' to ensure projects stay within budget and on schedule. We view our role in managing scope as like a sports referee; keep the project in bounds, let the players play and call fouls when necessary. We will notify all parties when there is a cost or schedule issue and will work with all parties to find the best solution before the project gets off track.

Roles of Key Individuals

Scott Murphy is our Central California Area Manager and the Principal-in-Charge. Scott has executive oversight of our services and is available to your projects as needed. Scott has 26 years of experience and is highly skilled in delivering successful public projects.

Rob Nash, RA is our contract manager. Rob has over 40 years' experience in the design and construction of public facilities throughout California, but especially here on the Central Coast. Rob lives on the Central Coast and has managed numerous on-call contracts including for the cities of Santa Maria and Goleta.

Vanir has purposefully selected our proposed team with a broad range of skills and experience to provide the right staff to support the County of Santa Barbara. Our assembled team will provide the County with the support you expect and the seasoned professionals needed to navigate and verify the work is being documented and constructed in accordance with the documents and funding requirements. We approach any project with a "Project First" attitude and willingness to support each other (owner, engineer, contractor), while always placing the County's best interests first.



The Vanir team of professionals bring experience, capability, resources and industry best practices and will adapt and mold them to your structure, your program and your existing team.



ROB NASH, RA

Contract Manager

Summary of Qualifications

Robert (Rob) Nash has proven experience in facilities assessments, planning, programing and designing outstanding public sector projects throughout the State of California and nationally. He has developed an expertise in team building and fostering strong working relationships between team members to assure that planning and design solutions respond to all functional, financial and aesthetic goals for each project.

Years with Vanir

11 Years

Education

Bachelor of Architecture,
Temple University,
Philadelphia, PA

Professional License

California Registered
Architect #28592

Certifications

National Council of
Architectural Registration
Boards

Affiliations

American Institute of
Architects (AIA)

Construction Management
Association of America
(CMAA)

US Green Building Council
(USBGC)

Project Experience

City of Pismo Beach, New Public Safety Building, Pismo Beach, CA. Project Director, \$25 million, 26,500 SF, Design-Build. The project consists of renovating the historic City Hall/elementary school into a new fire station and constructing a new public safety facility. The project will include a new fire station, police station upgrades and flexible space for community use. This is the first Design-Build project for the city.

City of Paso Robles, Fire Station No. 2, Paso Robles, CA. Project Manager and Architect. Managed a team of architects and engineers in the modernization and additions to the existing Fire Station No. 2. When completed, the facility provided a modern and functional fire station that met the stringent code requirements for an essential services facility.

City of Los Banos, New Police Headquarters/Station, Los Banos, CA. Project Manager, \$24 million, 30,000 SF, Design-Build. Project consists of a main building and adjacent outbuilding. The new headquarters will include a new dispatch center, community outreach space (PAL), community meeting space, as well as police department divisions that include the traffic department, code enforcement, detectives, detention area, sally port, briefing room and evidence storage. Additional space within the main building includes a men's and a women's locker room, training room, break room, sleeping quarters, K-9 area and several conference rooms. The outbuilding includes two vehicle processing bays and additional storage.

San Luis Obispo County, San Luis Obispo Co-Located Dispatch Center, Templeton, CA. Project Manager, \$18 million, 18,000 SF, New Construction, Essential Services Facility, Design-Build. The project replaced and co-located emergency services and dispatching for the Sheriff's Office Dispatch Center (SODC), providing dispatching for both law enforcement and ambulances (MEDCOM). The facility also houses the CalFire/San Luis Obispo County Fire Emergency Command Center with a floor capacity for 24 dispatching consoles. Responsible for design management and subconsultant coordination.



LILIA VILLALPANDO, CMIT

Project Manager I

Summary of Qualifications

Lilia Villalpando is a seasoned project manager with over 14 years of experience in the construction industry. Her skill set encompasses various project management facets, such as construction administration, budget monitoring, payment applications and punch list item tracking. Her exceptional technical and communication skills make her an invaluable asset to any project. Lilia's extensive experience in the construction sector has honed her ability to manage complex projects and teams effectively. Her expertise allows her to navigate the challenges inherent in the construction industry easily. With Lilia at the helm of any project, clients can be assured of successful completion within the stipulated time frame and budget.

Years with Vanir

1 Year

Education

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

Certifications

CMAA, Construction
Manager-in-Training (CMIT)

Affiliations

Construction Management
Association of America
(CMAA)

US Green Building Council
(USGBC)

Design-Build Institute of
America (DBIA)

Lean Construction Institute
(LCI)

Project Experience

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

San Luis Obispo County Community College District, Measure L Bond Program, San Luis Obispo, CA. Project Manager, \$275 million bond program. A new program consisting of more than 60 projects, addressing crucial facility needs, including a new instructional building on the San Luis Obispo campus, a new campus center, a new career training facility and new early childhood center at the Paso Robles campus, the replacement of temporary classrooms and repairs and upgrades to roofs, heating and air conditioning units, aquatic center and other infrastructure and utilities technology upgrades. Lilia's component projects include the SLO Campus Center project and FF&E and move management for the entire college, as well as staff augmentation as needed.

City of Santa Maria, Historic Smith-Enos House Structural Improvements, Santa Maria, CA. Project Manager, \$180,000. The project provides structural improvements to the historic Smith-Enos House in Santa Maria. The modernization and revitalization of the structure is phase one of a multi-phase approach to the renovation of the house, which aims to rehabilitate the interior and exterior of the historic residence to recreate a new indoor public recreation venue featuring cultural and historic exhibits.



DANIEL VILLAVERDE, CMIT

Project Manager I

Summary of Qualifications

Daniel Villaverde has over 15 years in construction management, inspections and quality control for the design and construction of public safety, K-12, government housing, public works, city parks and private work projects. Daniel has managed design phase development as well as permitting and preconstruction reviews. During construction, his expertise in design for electrical high and low voltage systems, scheduling, estimating, claims consulting and change orders facilitate successful projects that are completed on time and within budget.

Years with Vanir

2 Years

Education

Coursework, San Jose City College

Certifications

OSHA 10-Hour

CMAA, Construction Manager-in-Training (CMIT)

Affiliations

Construction Management Association of America (CMAA)

US Green Building Council (USGBC)

Design-Build Institute of America (DBIA)

Lean Construction Institute (LCI)

Project Experience

City of Los Banos, New Police Headquarters/Station, Los Banos, CA.

Construction Manager, \$24 million, 26,500 SF, Design-Build. Project consists of a main building and adjacent outbuilding. The new headquarters will include a new dispatch center, community outreach space, community meeting space, as well as police department divisions that include the traffic and code enforcement department, detectives, detention area, sally port, briefing room and evidence storage. Additional space within the main building includes a men's and a women's locker room, training room, break room, sleeping quarters, K-9 area and several conference rooms. The outbuilding includes two vehicle processing bays and additional storage.

County of Fresno, On-Call Sheriff Substation, Fresno, CA. Construction Manager, \$11.7 million, 6.5 acre site with 22,645 SF substation and 35,520 SF storage facility, New Construction, Design-Bid-Build. Fresno County is building a new facility that will serve as the headquarters for all patrol operations in the area, it will have a community meeting room and will house detectives, patrol deputies, office staff as well as training. Daniel oversees daily construction activities, facilitates weekly construction meetings and meeting notes, review all PCCO's and RFI's for accuracy and manages project schedule and budget to ensure the project stays on time and within the budget.

Central Union School District, Neutra Elementary School, Lemoore, CA.

Construction Manager. Project consists of a comprehensive upgrade and modernization of the existing educational facilities including the remodel of 18 existing classrooms, blacktop play area, parking lot and field house and the new construction of nine new classrooms, restrooms and MPR.



EDWARD RANGEL

Project Manager I

Summary of Qualifications

Edward Rangel has seven years of construction industry-related experience. He manages construction projects from start to finish, ensuring customer satisfaction and maximizing client profit. He regularly communicates with owners, designers, inspectors, owner construction representatives and subcontractors. His project responsibilities include monitoring construction activity, processing RFIs and submittal reviews, review potential change orders as well as updating schedules, as-builts and providing quality control during construction.

Years with Vanir

5 Years

Education

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

Certifications

OSHA 30-Hour

Affiliations

Construction Management
Association of America
(CMAA)

Project Experience

City of Los Banos, New Police Department Facilities, Los Banos, CA. Construction Manager, \$27 million, 27,140 SF, New Construction, TYPE II-B (Police Station), Design-Build. The new headquarters includes a new communications center, type-1 jail, community meeting space, Police Activities League, as well as police department divisions that include patrol, investigations, code enforcement, records, property/evidence and traffic. An outbuilding was also constructed and it includes two vehicle processing bays, additional evidence storage space and general storage. Responsible for submittal procedures, jobsite meetings, quality assurance, construction observation, construction progress review, monthly construction schedule updates, monthly construction payment reports, change order processing system, claims allowance, commissioning and systems training.

County of San Benito, Behavioral Health Center, Hollister, CA. Assistant Construction Manager, \$14.5 million, 17,500 SF, New Construction, Modular Building, Design-Build. San Benito County's behavioral health center was constructed on two acres behind its existing office. The project was put out to bid in two packages: modular building bid package and the site bid package. Vanir's involvement includes limited pre-construction services and full construction management services during the construction phase. Edward was responsible for monitoring construction activities, processing RFIs and submittal reviews, conducting on-site meetings and reviewing closeout documents.

San Benito County, Quick Strike Road Improvement Projects, Hollister and Aromas, CA. Assistant Construction Manager, \$9.75 million. San Benito County hired Vanir to design and provide CM services for various road maintenance projects. Vanir is providing construction management and inspection services for San Benito County's road improvement plan, consisting of road construction, pothole patching, FDR (Full Depth Reclamation) HMA paving, Cape Seal and overlay, stormwater drainage improvements and repairs, slope rehabilitation, striping, street lighting repairs, repair of slope failures, drainage improvements, structure stabilization for failed shoulders, bridge repair and new retaining walls for 12 roads.



THERESA "TERRI" HUNGATE, ASSOC. AIA

Project Manager I

Summary of Qualifications

Terri Hungate has more than 25 years of experience in the construction industry as a project engineer and construction manager. She holds a TS/SCI clearance and has extensive experience with preparing daily reports, processing and issuing PCO's, analyzing change requests for potential schedule impacts, estimating the value of changes, managing contracts, coordinating and running OAC meetings, performing quality control, reviewing RFIs, submittals and plans, tracking overall construction progress, as well as project closeout.

Years with Vanir

3 Years

Education

Bachelor of Arts, Marketing,
Columbia College

Certifications

USACE-Quality Control
Manager Certification

OSHA 30-Hour

American Institute of
Architects-Associate AIA
Certificate

Affiliations

Construction Management
Association of America
(CMAA)

US Green Building Council
(USGBC)

Design-Build Institute of
America (DBIA)

Lean Construction Institute
(LCI)

Project Experience

Kern Community College District, Delano Learning Resource Center, Delano, CA. Project Engineer, \$18.9 million, 39,900 GSF, New Construction, Design-Bid-Build. This building will house several academic functions including a library, study hall, flexible classrooms capable of holding 32 to 64 students, a tutoring center equipped with private tutoring rooms, computer labs and faculty offices. Included in this project is the demolition of 9,463 ASF of portable buildings.

Kings County, Human Services Agency/Behavioral Health Administrative Office Building, Hanford, CA. Project Engineer, \$10 million, 43,781 SF, Renovation, Lease-Leaseback. The project consists of a Lease-Leaseback contract with a local developer purchasing the old hospital building that was recently slated to be demolished. The building will be remodeled into a fully functioning administration building that will provide much-needed space for two growing departments. The three-story building will require abatement and demolition, structural components, framing, drywall, electrical, low voltage, painting, flooring, tiling, acoustical ceiling, roofing, HVAC, plumbing and all other components for a complete remodel and to meet current code compliance.

Kern County, Behavioral Health and Recovery Services Psychiatric Health Facility, Bakersfield, CA. Project Engineer, \$21 million, 30,000 SF, New Construction, Design-Build. Vanir is providing master architect and construction management services for Kern County's new psychiatric health facility. The locked building will provide a safe and secure environment for adults and minors who are experiencing an acute psychiatric crisis. The project includes a 26-bed adult inpatient facility and a 20-bed adolescent inpatient facility.



JIM BRACKETT, CCM

Project Manager II

Summary of Qualifications

Jim Brackett has over 30 years of program and project management experience in the construction industry providing key leadership and project management to similar large institutional/corrections construction projects. Jim knows the importance of collaboration with team members and is proficient in handling all field documentation, daily progress photos, daily and monthly reports, RFI, submittals, as well as negotiating cost proposals, change orders and schedule analysis all to complete a project on time and within budget.

Years with Vanir

3 Years

Education

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

Associate of Science,
Architecture, Bakersfield
College

Certifications

Certified Construction
Manager

OSHA 30-Hour

Affiliations

Construction Management
Association of America
(CMAA)

US Green Building Council
(USGBC)

Design-Build Institute of
America (DBIA)

Lean Construction Institute
(LCI)

Project Experience

County of Kern, Behavioral Health & Recovery Services, Kern County Psychiatric Health Facilities, Bakersfield, CA. Construction Manager, \$26 million, 31,500 SF, New Construction, Design Build. This project consisted of two buildings – 26 beds for adults and 20 beds for minors providing safe and secure facilities for individuals experiencing acute psychiatric crisis. Jim was responsible for the on-site supervision assisting the County of Kern with daily on-site supervision during the construction of the new psychiatric health facility.

County of Fresno, Fresno Sherriff Substation and Storage Building, Fresno, CA. Construction Manager, \$12 million, 58,000 SF, New Construction, Design-Bid-Build. This project consisted of two metal buildings used as a substation consisting of Sherriff's offices, training facilities, evidence and equipment storage buildings. Jim's responsibilities included on-site daily project oversight assisting the County of Fresno with project management.

Kern High School District, Liberty High School New Campus, Bakersfield, CA. Construction Manager, \$36.9 million, 205,000 SF, New Construction, Construction Management Multi-Prime. New high school campus with administration offices, library, multipurpose building for food services, dining and assembly, general classrooms, science classrooms and labs, gymnasium, industrial technology classrooms, football field and stadium, baseball fields, softball fields and tennis courts. Responsible for on-site supervision and coordination of prime contractors to ensure the project was completed per plans and specifications, schedule and budget per District standards.



JAMES "JIM" NETZ, CCM

Project Manager II

Summary of Qualifications

Jim Netz is an accomplished project manager with over 15 years of leadership experience in contributing extensive knowledge to overseeing numerous multimillion-dollar projects and operations over full-life span. He has a proven track record in working within strict budgets for multiple projects simultaneously and bringing all tasks to completion. Jim is adept in developing new ways to save money, improve workflow and accomplish employer and client goals. Jim has a passion for applying new technologies to reduce risk and improve outcomes and successes.

Years with Vanir

5 Years

Education

Pre-vet Med., Kansas State University

Business Administration, California State University, Fullerton

Business Administration, Whittier College

Taft Law School

Professional License

CA Contractors License #951131 - A, B, C36, C16

Certifications

Certified Construction Manager

OSHA 10-Hour

OSHA 30-Hour

Affiliations

Construction Management Association of America (CMAA)

Project Experience

City of Pismo, Beach Public Safety Facility, Pismo Beach, CA. Construction Manager, \$25 million, 30,000 SF, Design-Build. As the owner's representative for this project, Vanir supported the City's first Design-Build project to upgrade the fire and police facilities to meet the essential services act, provide a modern fire facility and reduce response times as a top priority for the City of Pismo Beach.

State of California Department of General Services On-Call Retainer, Atascadero State Hospital Enhanced Treatment Program, Atascadero, CA.

Senior Construction Manager, \$8 million, 15,975 SF. Renovation of existing space on three floors/wings within the secured perimeter of the fully operational facility. The project includes various improvements to convert existing patient rooms and nursing units into 39 single patient rooms and six Enhanced Treatment Program patient rooms. Generally, the person in charge of all aspects of a given project either is representing the interests of the owner in providing direction to the general contractor or of the general contractor directing subcontractors. Managing all daily activities including schedules, deliverables, quality control, safety, billings and owner relations.

State of California Department of General Services, Porterville Developmental Center Fire Alarm Upgrade, Porterville, CA. Senior Project Manager, \$4.5

million, Design-Bid-Build. This project involved multiple residences throughout the entire campus and administration building on an existing occupied facility (tenant improvement) and fire alarm upgrades in patient residence buildings and administration buildings. Jim provided construction management support services reviewing RFI's, ASI's and PCO's and creating as-builts.



GUNTHER KASTENHOLTZ

Project Manager II

Summary of Qualifications

Gunther Kastenholtz has over 24 years experience in the construction industry as a construction manager, project manager, design engineer and quality assurance evaluator. He has extensive background in public facilities, large scale water and utility infrastructure and furniture/relocation program management. Much of this experience was gained working with local and federal public agencies including the military. He is expert at leveraging innovative technology solutions to construction project management. Gunther also has a background in emergency management including development of emergency response plans, logistics/supply, training, operations and inspection.

Years with Vanir

17 Years

Education

Master of Science,
Engineering Management,
Information Technology,
Air Force Institute of
Technology, OH

Bachelor of Science,
Mechanical Engineering,
University of Portland

Project Experience

Butte County - Regional Government Center (North County Campus / Court House), Oroville, CA. Project Manager/CAD Draftsperson, \$50 Million. Performed County staff growth projections based on multi-variate demographic model. Produced a Flash-based decision aid to help the County Administrative Officer determine the best city in the County to locate a future Government Center.

CA DGS - Caltrans TI Claim Analysis - PROCON Developers (II), Los Angeles, CA. Estimator, Claims Analyst. Analyzed validity of contractor claims against project documentation. Developed independent estimates to verify or dispute these claims. Recommended negotiating position for State during arbitration proceedings.

County of Tulare - Civic Center - Functional Programming, Visalia, CA. Assistant Project Manager, Project Coordinator. Developed statistical county staff growth models to predict future space needs. Championed the use of PC software to simplify functional programming efforts, resulting in the Functional Organizational Network Diagram (FOND). Administered organization group meetings/interviews with County executives to determine adjacency requirements. Processed and presented information for final report to County Administrative Office and Board of Supervisors.

CA DGS - Chuckawalla Valley State Prison - Wastewater Treatment Plant Modifications and Expansion, Blythe, CA. Database Developer, Assistant Construction Manager, Senior Construction Manager, \$30 Million. Developed and implemented Version 2 of Virtual Project Management Information System (VPMIS) that links day-to-day project information with project work elements spatially depicted on a website for use by project stakeholders. Senior CM during period of potential delay, uniting project team to mitigate risks with a detailed, coordinated work plan. Assistant CM throughout project assisting with scheduling, cashflow analysis and jobsite IT issues.



MAC MCDONALD

Project Manager II

Summary of Qualifications

Mac McDonald has over 20 years of experience in the construction industry and has served in varying capacities on several large-scale construction projects. He is knowledgeable in preparing management strategies for planning and scheduling, organization, contracts and specifications, construction inspection, construction safety, estimating, as well as equipment and methods. Mac is well-rounded having started in the industry as a framer, an electrician, superintendent and now a project manager. He excels at solving construction issues with constructable solutions. His top priority is bringing projects in on time within budget regardless of the complexity.

Years with Vanir

3 Years

Education

Coursework, Bakersfield College

Coursework, Oral Roberts University

Certifications

OSHA 30-Hour

Affiliations

Construction Management Association of America (CMAA)

US Green Building Council (USGBC)

Design-Build Institute of America (DBIA)

Lean Construction Institute (LCI)

Project Experience

Kern Community College District, Delano Learning Resource Center, Delano, CA. Construction Manager, \$18.9 million, 39,900 GSF, New Construction, Design-Bid-Build. This building will house several academic functions including a library, study hall, flexible classrooms capable of holding 32-64 students, a tutoring center equipped with private tutoring rooms, computer labs and faculty offices. Included in this project is the demolition of 9,463 ASF of portable buildings.

Kern County General Services, Mary K Shell Office Renovation, Bakersfield, CA. Project Manager/Superintendent, \$1 million, General Contractor. The scope of work was to remove and replace all flooring, ceiling tiles and grid, all office doors and hardware, light fixtures and switches and outlets. We also replaced multiple subpanels and breakers in the main switch gear. This required powering the facility with generators while this portion of work was completed.

City of Bakersfield, Bakersfield Police Department Evidence Building, Bakersfield, CA. Project Manager/Superintendent, \$4 million, 14,000 Square Feet, General Contractor. The project was to construct a metal shell with a reinforced interior perimeter. Provided all site utilities and secure entrance/exit from the site. The building contained office and restrooms, two exhaust-ventilated sealed spaces, an air-conditioned space and a main general storage area.

Kern County General Services, Erskine Fire FEMA Mobile Home Placement, Lake Isabella, CA. Project Manager/Superintendent, \$2 million, General Contractor. The project scope was to prepare 16 residential sites to receive FEMA mobile homes and transport and place the mobile homes. All new water and electrical were placed on each property and the sites were fine graded. The units were transported, set up and utilities connected. All provided household items were unboxed and placed accordingly.



TOM KEY, AIA

Project Manager II

Summary of Qualifications

Tom is a construction project manager with a strong background in construction and professional communication skills. He has experience as the Board President of Habitat For Humanity Fresno County, which demonstrates his leadership abilities. Tom is knowledgeable in various aspects of construction, including construction and labor laws, construction accounting and estimating. He is also proficient in various software applications, including REVIT, Autocad and Primavera P6 Scheduling. He is highly skilled in building relationships with both coworkers and clients.

Years with Vanir

1 Years

Education

Construction Management & Architecture, California State University, Fresno

Architecture, California College of the Arts

Licences

California Licensed Architect #C23882

Certifications

Six Sigma Green Belt Project Manager Certification

Affiliations

Construction Management Association of America (CMAA)

U.S. Green Building Council (USGBC)

Design-Build Institute of America (DBIA)

Project Experience

Contractors State License School, Fresno, CA. Senior Construction Administration Specialist. Tom was the the senior construction administration specialist for several primary and secondary education campuses. His responsibilities included performing constructability reports, overseeing project bidding, attending weekly on-site progress meetings and reviewing submittals, shop drawings and contractor payment requests. Additionally Tom was responsible for writing and approving change orders, monitoring construction progress with respect to contract document compliance and reviewing project closeout documents and punchlists. Tom performed constructability review reports on numerous projects, as well as ADA and code compliance property assessments in Stockton, Tracy, Modesto and Manteca. Below are projects Tom played a role in:

- **Flora Arca Mata Elementary School, Stockton, CA.** 55,800 SF, \$34,000,000.
- **Alameda County Office of Education Admin Building Restroom Renovations, Hayward, CA.** \$1,700,000.
- **Madera South High School Stadium, Madera, CA.** \$8,000,000.
- **Various DSA closeout documentation for Stockton Unified School District, Stockton, CA.** \$5,000,000.
- **Peyton Elementary School Modular Classrooms, Stockton, CA.** 8,000 SF, \$2,400,000.

Arcadis NA, Irvine CA. P6 Schedule Analyst. Tom was employed as a Primavera P6 Construction Schedule Analyst, as part of the Project Controls Oversight team for the California High Speed Rail Authority. He was responsible for reviewing and analyzing monthly progress schedules submitted by the contractor, verifying the payment applications from the contractor that reflected the resources indicated in the schedule for the work period. Additionally, he reviewed and analyzed fragnet schedules submitted by the contractor to support or reject time extension requests.

SECTION **5**
STATEMENT OF WORK



5. Statement of Work

Below is our Scope of Work Statement, detailing the comprehensive range of services we offer. We understand that each project is unique and not all services listed may be necessary for every endeavor. Therefore, we customize our offerings to align with your specific requirements and expectations.

Project and Construction Administration

Communication is the key to a successful project. By having procedures and processes in place and receiving buy-in from all team members, we can smoothly work through the planning and construction process. As such, Vanir's contract manager, Rob Nash, will keep County staff updated on the project progress and issues regularly. Rob, working with our project managers, will immediately notify the County of any cost or schedule issues, errors or omissions in the contract documents and any major issues or safety concerns. We will coordinate with the designers and contractors on issue resolutions, reviewing of RFIs and submittals. Vanir understands the County is very busy and your time is on demand. Therefore, we will work with the contractor to look

ahead and prepare for upcoming events and provide the County adequate notice.

Communication with all team members start early, as well as the development of the Construction Management Plan (CMP). Vanir starts each project by producing a CMP tailored to your specific project. The CMP provides communication protocols, procedures and guidelines for all processes (RFIs, submittals, pay applications, changes, maintaining information files needed for state and/or federal audits, etc.). The CMP will also include the Inspection process, staking/surveying requirements and material testing procedures. We have found that the CMP removes project unknowns and provides clear direction for all team members (owner, contractor, designers and CM).



Meetings

Rob will start leading coordination meetings with the project team (project managers, county staff, contractors, project engineers) and other stakeholders as soon as we are on board. After coordination and direction has been given by the County, Rob and the assigned project manager will prepare and conduct the pre-construction meeting with all team members in attendance. Topics may include, but not limited to team introductions and project roles, review of the CMP and the processes/procedures included within, project scope, schedule, safety requirements, county requirements, county expectations and any known issues or concerns.

Our project managers will conduct weekly progress meetings with the county staff, designers, contractors and subconsultants. In the meeting, the team will discuss construction activities (previous and upcoming), schedule, changes, safety, road closures/traffic control, utilities and processes, RFIs, submittals, inspections, testing (upcoming and reports) and project issues. Vanir will provide the minutes to the meetings, as well as pertinent RFI, submittal and change logs.

Changes and Extra Work

Changes inevitably occur on construction projects. Having the right processes in place can assure a quick review and response to keep the project moving forward and costs as low as possible. When changes or extra work occur, our team will coordinate with the County's project manager on how best to approach the change. We will assist the County with preparing estimates for extra work. If larger, more complex change occurs, Vanir's in-house estimating team will assist our project managers and the County on the estimate. Once a cost/time change is realized, we will assist the County in negotiating the change with the contractor and ultimately assist in directing the modifications to the contractor. Our project managers will assist the County by maintaining daily extra work bills, quantity measurements and other pertinent information regarding the change. Finally, we will develop a change order for the added work and provide to the County for review and approval. A change order log will be provided during each progress meeting, as well as in the monthly report.

Claims

Vanir approaches each project as an opportunity for everyone (owner, designer, contractor, CM) to succeed. However, we document activities/issues throughout a project in preparation to defend the County against claims, if necessary. We do our best to avoid claims by having a "Project First" attitude, easy to follow processes, open negotiations and open-door communications. Sometimes that is not enough to avoid a claim. That is why Vanir always keeps a record of all processes, meeting minutes, inspection reports, schedule reviews, etc. in the event the contractor may submit a claim for extra work. Vanir will have all the necessary backup and documentation on the issue to support and defend the County's interests.



"Vanir provided cohesive communication that was needed for timely reviews and responses throughout the project, managing weekly meetings, spear heading owner provided/owner installed equipment, as well as negotiated changes on behalf of the City."

- Kindon Meik, City Manager, City of Corcoran

Field Inspections and Observations

Beginning with the notice to proceed, the construction services phase of work shall encompass all tasks performed between the notice to proceed to the contractor and the final inspection of the finished work. Vanir will provide project management during the anticipated construction duration. Tasks will include:

- **Provide site observation and document the progress of the work**

Vanir will review and document the contractor’s construction progress on site. Observations will include manpower and equipment usage, materials deliveries, weather conditions, bid item progress, contractor’s traffic control efforts, materials acceptance testing, document labor compliance posters, contractor’s safety practices and DBE-designated work participation. Vanir will take possession of material certificates of compliance for the project record. Vanir will publish a report documenting all observations daily.

- **Provide a photo and video log of site observations**

As part of our report, we will provide photo, video (as appropriate) and narrative documentation of the progress of work. Photo observations will be provided in a single report at the end of the project.

- **Assist with coordination and observation of utility work by the utility companies**

As separate from the general contractor’s work, any work performed by utility companies in support of the project will be coordinated with the County and utility companies. Vanir will assist as necessary and will be on site to observe.

- **Assist the County in enforcing federal and state occupational health and safety standards**

Vanir will monitor the contractor’s activities to confirm compliance with Cal-OSHA and federal OSHA construction safety standards. If unsafe work is observed, Vanir will report unsafe work practices to the contractor’s site superintendent for immediate correction. Vanir will also document observed unsafe practices and corrections made by the contractor. Any unresolved safety issues will be escalated to the County. It is understood that the contractor will always remain responsible for site safety, public safety and worker-safety practices. Vanir will attend weekly tailgate safety meetings conducted by the contractor and document their occurrence. Vanir will notify the County of significant upcoming activities to permit their participation.

- **Conduct measurement for payment**

Vanir will measure each bid item and provide tally sheets documenting monthly progress on all bid items, to provide a basis of payment to the contractor. Vanir will verify any force-account work performed by the contractor, confirming labor and equipment usage hours and materials quantities as reported by the contractor. At no time will Vanir authorize work outside of the scope of the project.

- **Attend project walkthrough to establish a completion punch list**

Vanir will attend the project punch list walkthrough with County staff to identify incomplete or defective work for inclusion on the project punch list.

- **Attend a final inspection walkthrough to confirm completion**

Vanir will attend the final project walkthrough with Vanir and County staff to confirm each punch list item has been satisfactorily resolved.

Documentation and Record Keeping

Vanir uses the latest technology in project delivery. It has been said, “paper never built a project,” but there are too many examples where “paper” prevented a project from being successful. Good document control is a must for a smoothly run project. It starts with implementing the established procedures as outlined in the CMP.

We start every project by establishing, implementing and maintaining the best document control system possible. This process fosters communication between the team and eliminates surprises along the way. Vanir will establish a clear project records filing system based on the County’s template or preference. The filing system includes: all RFIs, submittals, pay applications, potential changes, pay quantities, extra work, meeting minutes, notifications, safety issues, labor compliance, correspondence, daily/weekly/monthly reports, pictures/video, schedule and schedule updates and budget.

Vanir will also maintain a full-size set of as-built drawings including changes as the work progresses.

Shop Drawings and Materials Submittal

Quality control starts at design and does not end until the project is complete. Shop drawings and material samples provide the means of ensuring compliance before products are fabricated and purchased or before work is performed in the field. Testing of products, assemblies and installed work, along with field inspections, ensure that all materials and workmanship meet the requirements of the contract documents. Vanir’s project managers will review and route for approval to the County and design engineers all project shop drawings and material submittals. Furthermore, the project manager will assist the County by reviewing staging plans, traffic control plan, hazardous substance prevention and contingency plan, worker and community health and safety and any other contractor developed submittals.

Critical Path Method Scheduling

Vanir will review the contractor’s short interval schedule provided weekly by the contractor at our progress meetings. We will have subsequent meetings with necessary team members to discuss delay issues, potential impacts and how to mitigate the delay if the contractor is not on schedule. Vanir uses the latest software to make month-to-month Critical Path Method (CPM) schedule comparisons. Vanir reviews the CPM schedule for logic ties/

breaks, added or deleted tasks and duration changes from the baseline schedule. Vanir summarizes the changes made in the schedule and the impacts to the critical path due to each change. We further reviews the root cause(s) to the delay(s), any concurrent events and will propose non-cost methods to mitigate time lost regardless of liability. The monthly schedule report is submitted to the owner and team.

Funding Compliance

Our contract manager and our project managers will assist the County with compliance of federal and state funding requirements (as relevant), including the following:

- Monitoring and auditing certified payrolls of the contractor’s and subcontractor’s personnel for prevailing wages,
- Performing field labor compliance/EEO interviews,
- Monitoring DBE participation, and
- Monitoring contractor apprenticeship programs to assure compliance with all state and federal laws.

Project Closeout

Vanir’s team will oversee, coordinate and document all post-construction activities including the following:

- Assisting with final quantities and preparation of the final estimate
- Providing final reports and explanations on over and underruns
- Assisting the County in preparing the final invoice, final detail estimate, change order summary log, liquidated damages/contractor claims reports
- Supplying all material certifications
- Providing final report of completion and all other final reports including RFIs, submittals and pay applications
- Turning over the finalized full size black-line as-built set to the design engineer for use to produce final as-built engineered drawings
- Providing assistance as needed with any post-completion dispute resolution

Project Deliverables

The ultimate delivery with any project is a successful outcome. However, success is realized through a series of project deliverables, professionalism and constant communication. We have reviewed the scope of services in the solicitation and have identified the following tasks and deliverables.

Phase	Description	Tasks & Activities	Deliverables
Pre-Construction	During the pre-construction phase, Vanir will collaborate with the County and other parties to refine project scope, develop comprehensive policy and procedure manuals, ensuring clear guidelines for task completion.	<ul style="list-style-type: none"> Client expectations Construction management plan Contractor submittals Cost estimating and scheduling services Grant requirements and procedures Project control and coordination procedures Stakeholder coordination 	<ul style="list-style-type: none"> Construction Management Plan (CMP)
Construction	During construction, we will maintain a full-time on-site presence to ensure the work is being performed in accordance with the construction documents, authorities having jurisdiction and safety requirements.	<ul style="list-style-type: none"> Baseline schedule Communication and documentation Contract administration Contractor meetings and observation Cost and schedule control Dispute avoidance and resolution Document control Environmental compliance Grant and permitting compliance Quality assurance and inspection RFIs, change orders, pay apps and claims Safety Schedule forecasting and tracking 	<ul style="list-style-type: none"> Daily, weekly and monthly reports Logs (RFI, submittal, inspection, change order) Stormwater compliance tracking Schedule reviews
Closeout	As part of the completion process, Vanir will facilitate and coordinate final handover of the project to the County. During this process, we ensure the contractor provides all necessary closeout documentation and training.	<ul style="list-style-type: none"> Commissioning Operations and maintenance plan Site walks, deficiencies and resolution 	<ul style="list-style-type: none"> As-builts, punchlist of certificate of final completion Warranty log

Cost Control and Budgeting

Effective management of the cost of construction is a job that must begin at project inception and then be a continuous process through project closeout. Effective cost management can only be realized with rigorous adherence to a comprehensive set of policies and procedures. Vanir has developed its cost control policies and procedures over the last 35 years. Many of the issues are repetitive and found on project after project, but seldom do we complete a complex project without finding variations on the issues and the solutions.

Effective cost control is based upon a seamless system of coordinated, synchronized activities:

- Clear definition of owner’s goals with respect to cost and of project scope
- Accurate assessment of local, projected market conditions and costs
- Development of a comprehensive cost model
- Accurate estimates of constructions costs throughout design
- Performance of value analysis exercises as part of the design process
- Team focus on controlling “scope creep”
- Performance of value engineering exercises, when necessary to reduce costs
- Detailed analysis of construction bids or negotiated costs
- Detailed analysis of construction phase change order costs and justifications

Cost Management Plan

The cost management plan is the road map that defines what the management team will do to control costs of the construction program or project. The plan will begin with a statement of the owner’s vision of costs to be incurred and the relationship and balance desired between schedule, quality and cost. The plan will further define the activities and deliverables that the management team will affect during the project.

Local Market Survey

Vanir’s professional cost control personnel, led by a senior cost manager, will conduct an in-depth market survey of construction costs. This survey will identify construction resource availability and associated costs, projected to be

used by contractors at the expected date of procurement activities. Projected unit costs of major construction materials will be used to verify estimates of projected changes in the metrics used to develop conceptual estimates for the early stages of project development. Cost information is typically gathered from meetings with major material providers, trade contractors and/or specialty subcontractors, local general contractors, the local AGC, the local trades council, etc.

Construction Cost Model

The information gained in preparation of the cost management plan and the performance of the local market survey will be incorporated into a comprehensive cost model. The cost model is typically based on building systems and/or building components, but with cross-references to Caltrans specs. Where appropriate, costs for specific project components will be cross-referenced to specific funding sources. With this approach the design team is provided with cost information to support or reject various approaches to the design. The model with its accompanying narrative provides a strong foundation for the beginning of the design efforts.

Project-Level Budget

There are dozens of costs associated with a building program that are not “construction costs”—yet they all must be paid from the project’s funding sources. As the owner’s representative, Vanir’s project manager will work to identify all the costs that the owner tracked and against what funding sources. The project budget will typically include, over and above construction costs, such line items as design/consultant fees, permit and entitlement costs, disposal costs, costs of temporary facilities during construction, owners’ costs for material testing and inspection, etc.

The project budget will be updated as often as needed and will typically have a limited distribution to recipients specified by the owner. Vanir’s project manager will be accountable for the control of distribution of this document.

Bid (or Negotiated Price) Analyses

Vanir will conduct detailed analyses of all procurement-process documents submitted to the owner. The analyses will focus on variances between pre-bid estimates for line items or materials or equipment. Vanir’s project/construction manager and estimator will typically meet with the contractor(s) to review the analysis and resolve differences of opinion about fair and reasonable costs.



Finalization of the Cost-Loaded Construction Schedule

Upon completion of the agreement between Vanir and the contractor on the details of the cost-loaded contractor's construction schedule, Vanir and the contractor will confer to agree on the allocations of costs between construction activities. This schedule and its updates, will form the basis for cost-control throughout the balance of the construction.

Review of Contractor Progress Payment Requests

The contract documents will specify the requirements, schedule and procedures for submittals and process the contractor's requests for progress payments. Vanir's on-site managers will physically observe the construction progress as of the date of the pay request, to determine agreement, or not, with the contractor's claimed progress. Once agreement on progress is reached on all items, or unresolved disagreements are documented, the contractor's pay application will be forwarded to the owner for processing in accordance with the terms and conditions of the construction agreement. Regular monthly reports on project cost status will be generated by Vanir's document control manager and provided to the owner.

Evaluation of Change Order Costs

Construction is a dynamic process that is subject to change. Unforeseen conditions are common and few construction contracts obligate the contractor to address such conditions. Owner-requested changes in scope are common. Consequently, changes in requirements for construction frequently involve changes in the cost to the owner. Occasionally these changes are reductions—but not ever often enough for owners! Regardless, Vanir takes responsibility for estimating the fair market value of changes in the scope of work to be performed by the contractor—additive or deductive. These evaluations are coordinated with the project schedule manager to account for the relationship between cost and schedule of construction.

Project Closeout Reports

Upon completion of all required construction, Vanir will prepare project closeout reports for submittal to the owner. The reports will recommend final payment by the owner to the contractor, based upon satisfactory completion of all contractual requirements.

SECTIONS 6&7

CONFLICT OF INTEREST & LITIGATION



6. Conflict of Interest

Vanir Construction Management, Inc certifies that, to the best of our knowledge, there are no known conflicts of interest with the County of Santa Barbara in relation to this proposal and that no member of our team has any personal, professional, or financial relationship with the County that would influence the integrity of our services or create a perceived or actual conflict of interest. We are committed to maintaining the highest standards of transparency and ethical conduct throughout the duration of this project. Should any potential conflict of interest arise during the course of our engagement, we will promptly disclose it to the appropriate County officials and take all necessary steps to resolve the issue.

7. Litigation

While Vanir is not currently involved in any litigation, claims, or threatened litigation or claims that would affect its ability to provide services, the following is a description of current active or settled litigation or claims within the last five years:

Linda Angelakis v. ACME Construction Company Inc.

Filed September 22, 2020

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

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

Filed: February 27, 2023

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

Case No. 2023-CV-CM-0051

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

Robert Burden v. Stantec Architecture, Inc.; Vanir Construction Management, Inc.; and Jacobs

Filed: July 14, 2021

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

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

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

Filed July 19, 2022

Superior Court of California, County of San Bernardino
Case No. CIVSB2209385

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

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

Filed: August 1, 2022

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

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

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

Filed: April 12, 2023

Court: Superior Court of California, County of Del Norte
Case No. CVUJ-2023-1099

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

SECTION 8

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

Vanir Construction Management, Inc. acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent Contractors."

Signature: _____ 

SECTION 9

CONTRACTOR INFORMATION SHEET

Contractor Information Sheet

Name of Proposer Vanir Construction Management, Inc.

Business P.O. Box N/A

City, State, Zip N/A

Business Street Address 735 Tank Farm Road, Suite 230
(Include even if P.O. Box is used)

City, State, Zip San Luis Obispo, CA 93401

Telephone No. 805-541-1425 **Fax No.** 805-541-1940

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

Contact Person Name Scott Murphy

Contact Person Phone No. 559-496-0536

Contact Person Email scott.murphy@vanir.com

Employer's Tax Identification Number 95-3614238



Solutions for Success



VANIR

735 Tank Farm Road, Suite 230

San Luis Obispo, CA 93401

T 805-541-1425

F 805-541-1940



Construction Management, Inc.

**VANIR CONSTRUCTION MANAGEMENT
STAFF RATE SHEET
2024**

Position	Hourly Rate
Key Personnel	
Principal in Charge	\$260
Contract Manager	\$230
Project Manager I	\$195
Project Manager II	\$210
Central California Technical Resources	
Construction Manager	\$185
Assistant Construction Manager	\$165
Project Engineer	\$140
Administrative Assistant	\$110
Corporate Resources	
Cost Estimator	\$180
Scheduler	\$180
Constructability Reviewer	\$180
Move Management	\$180
Commissioning	\$165
Note: Increase hourly rates by 3% per year after 2024	

Exhibit B – Payment Arrangements Specified Rates of Compensation

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

B.

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

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

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

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

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

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

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

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

John Green
912 West Foster Road
Santa Maria, CA 93455

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

Exhibit B-1 – Contractor Rate Schedule

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

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

END OF EXHIBIT B-1

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

INDEMNIFICATION

A. Indemnification pertaining to DESIGN Professional Services:

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

B. Indemnification pertaining to other than DESIGN Professional Services:

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

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

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

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

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

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

Exhibit D– Task Order Form



PROJECT MANAGEMENT & CONSTRUCTION MANAGEMENT SERVICES TASK ORDER

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

PURPOSE:

SCOPE OF SERVICES:

EXPECTED RESULTS:

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

CONTRACTOR REPRESENTATIVE:		
SIGNATURE	PRINT NAME	DATE

GENERAL SERVICES PROJECT MANAGER:		
SIGNATURE	PRINT NAME	

GENERAL SERVICES ACCOUNTING MANAGER:		
SIGNATURE	PRINT NAME	DATE

GENERAL SERVICES CAPITAL ASSISTANT DIRECTOR:		
SIGNATURE	PRINT NAME	DATE

END OF EXHIBIT D