



County of Santa Barbara
General Services
Capital Projects Division

PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA BARBARA

And

BFGC-IBI Group Architecture Planning

For

**ARCHITECTURAL – ENGINEERING AND RELATED PROFESSIONAL DESIGN
SERVICES**

For

Los Alamos Fire Operations Complex

PROJECT NUMBER: 8688



County of Santa Barbara
General Services
Capital Projects Division

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County of Santa Barbara
General Services
Capital Projects Division

PROFESSIONAL SERVICES AGREEMENT

FOR

ARCHITECTURAL/ENGINEERING AND RELATED PROFESSIONAL DESIGN SERVICES

This is an agreement between THE COUNTY OF SANTA BARBARA (hereinafter "Owner" or "County") and BFGC-IBI Group Architecture Planning, 4115 Broad Street, Suite B6, San Luis Obispo, CA 93401 (hereinafter "Consultant").

PART 1 - RECITALS

- 1.01 WHEREAS**, this Professional Services Agreement (hereinafter "PSA") sets forth the terms and conditions pursuant to which Consultant, as a Design Professional, will provide Architectural /Engineering and related professional design services (hereinafter "Services") for Owner's Various Construction, Renovation and Alteration Projects; and
- 1.02 WHEREAS**, Consultant was selected by means of the County's consultant selection process, represents itself as a Design Professional having the requisite qualifications, licenses and agrees to perform such Services; and
- 1.03 WHEREAS**, Consultant will perform such Services pursuant to separate Project Agreements to be negotiated by both parties and issued by Owner's Authorized Representative pursuant to this PSA.

NOW, THEREFORE, Owner and Consultant agree as follows:

PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 Agreement For Services

- A. This Professional Services Agreement is a master agreement that sets forth the terms and conditions pursuant to which Consultant, as a Design Professional, will provide Architectural-Engineering Design services to the County. The County will authorize Consultant to perform specific services by separate Project Authorization agreements. Each Project Agreement will set forth: (i) a project description; (ii) scope of services and deliverables; (iii) schedule for performance; (iv) maximum compensation and method of payment and invoicing; (v) authorized subconsultants and employees, if any; and (vii) County's representative Project Manager, who will provide coordination between Consultant and County and communicate relevant approvals and decisions.



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2.02 Maximum Compensation

- A. The sum of all Project Agreements issued pursuant to this PSA shall not \$409,940.00 (four hundred nine thousand nine hundred forty dollars). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

2.03 Term

- A. This Agreement is effective upon the date of full execution by both parties, and shall remain in effect for a period of months ("Term"), unless earlier terminated under Section 12 of this Agreement. All Project Agreements must be executed, but Services not necessarily completed, within the Term of this Agreement.

2.04 Scope

- A. The Services and Deliverables identified in [Part 5, "Consultant's Responsibilities, Services, And Deliverables"](#), of this PSA, establish:
1. The full range of Services and Deliverables the County may authorize for Projects within the scope of this PSA.
 2. The extent of the Services and/or Deliverables that may be authorized by the Owners Authorized Representative (OAR) within the scope of this PSA.
- B. Any act or event affecting any particular Project Agreement, such as its completion, termination, acceptance, non-acceptance, continuation or modification, shall not affect any other Project Agreement or this PSA unless specifically provided herein or agreed in writing by the parties.

PART 3 - OWNER'S RESPONSIBILITIES

3.01 Owner Provided Information

- A. If required for a Project and specified in the Project Agreement, Owner shall provide any of the following for Consultant's use in connection with the Services:
- (i) Specialized studies of existing site conditions, including the presence of hazardous materials, integrity and functionality of structural, HVAC, and electrical systems, soil, air, water, pollution, traffic, noise, archaeology, environmental impacts, etc.
 - (ii) A certified survey of the Project site prepared by a California licensed Land Surveyor or Civil Engineer. The survey may include, as appropriate, site boundaries, contours, drainage, grades and lines of streets, pavements, and adjoining properties, rights-of-way, easements, encroachments, zoning and other restrictions; the locations, dimensions, floor elevations, and other pertinent data on existing facilities, trees and other improvements; information on available public and private utilities services, above and below grade, including inverts and depths.
 - (iii) Owner to provide shop drawings, vendor support and all data required for design and coordination of movable furniture & equipment unless otherwise provided in the Project Agreement.
- B. Consultant must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

3.02 Approval & Permit Fees



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

PART 4 - PROJECT AGREEMENTS (PA)

4.01 Preparation and Approval

- A. Owner will prepare each Project Agreement, generally in accordance with the sample which is attached hereto as [Exhibit C](#), "Sample Project Agreement," and its attachments, Exhibit D.
- B. Each Project Agreement will be executed by the Owner's Authorized Representative, and incorporate the terms of this PSA. The OAR is the Manager, Capital Projects Division, General Services Department.
- C. Owner hereby approves all Project Agreements executed by OAR within the limits of this PSA. OAR does not have the authority to negotiate or authorize payments or scope beyond the Maximum Compensation Limit or scope stated in this PSA.
- D. Commencement of each Project Agreement is contingent on receipt by Consultant of an Authorization to Proceed issued by Owner's Project Manager (OPM). Consultant must not commence work until Consultant receives the written Authorization to Proceed from the OPM.

- 4.02** Any act or event affecting any particular Project Agreement, such as its completion, termination, acceptance, non-acceptance, continuation or modification, will not affect any other Project Agreement or this PSA unless specifically provided herein or agreed in writing by the parties.

4.03 Changes in Scope

- A. If Owner requests a change in the requirements of a Project Agreement that Consultant contends is material and justifies an increase in compensation, Consultant must within fourteen (14) calendar Days of the Owner's request, advise Owner in writing before proceeding with such change. If written notice is not given to Owner within said fourteen (14) Days, such change will be deemed not material and Consultant will not be entitled to additional compensation for the change in the requirements of the Project Agreement.
- B. If Owner causes a material change in the Service(s) or Deliverable(s), Consultant must within fourteen (14) calendar Days of the event that caused the material change, notify Owner in writing that Consultant contends Owner has caused a material change in their Service(s) or Deliverable(s). After said notification, Consultant must provide such Service or Deliverables as directed by OPM. If OPM concurs that there has been a material change in a Service or Deliverable, payment to Consultant will be adjusted in accordance with [Part 11.01.A.4, "Changes."](#)
- C. If there is a material increase in the scope of Services required to complete a Project Agreement, and such increase is not the fault of or caused by Consultant, or does not result from faulty or inaccurate estimations made by Consultant, OPM may request, and Consultant, pursuant to such request, must provide assistance in re-allocating the remaining available funds relating to the Project Agreement. Such assistance must, if requested by OPM, also include a determination of any other Services necessary to complete the Project.
- D. If there is a material decrease in the scope of Services required to perform a Project Agreement, Consultant agrees to immediately notify OPM and to accept a reasonable reduction in compensation.

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



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5.01 Consultant as Independent Contractor

- A. Consultant is performing all Services as an independent contractor and not an agent or employee of County. The expertise and experience of Consultant are material considerations for County's execution of this Agreement. Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of County, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, shall be void and of no effect.

5.02 Consultant's Use of Subconsultants

- A. Notwithstanding the foregoing, Consultant may use subconsultants in performing the Services under this Agreement, when authorized in a Project Agreement. Consultant shall be responsible for directing the work of authorized subconsultants, and for any compensation due to subconsultants. County assumes no responsibility whatsoever concerning such compensation. Consultant may add subconsultants to those identified in exhibit B only with the prior written approval of the OPM.

5.03 Consultant's General Responsibilities

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

- A. Standard of Care
 - 1. Consultant must perform Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.
 - 2. Consultant must perform Services in compliance with applicable and most stringent written federal, state and local codes, statutes, laws, regulations and ordinances in force at the time a Project Agreement is awarded.
 - 3. All Construction Documents must comply with applicable and most stringent California and local regulations and standards, including those of the Fire Marshal having jurisdiction over the Project, and in effect during performance of Consultant's Services.
 - 4. Consultant must use its professional judgment and expertise to verify interpretations of applicable law, codes, regulations, and ordinances, from the appropriate Government Agency(s) and authorities having jurisdiction over the Project. Such efforts will be undertaken in accordance with the acceptable standard of care for this type of Project.
 - 5. Consultant must include all mitigation measures identified in the Project's Environmental Impact Report, Mitigated Negative Declaration or other CEQA documentation in performance of their Services and in preparation of required Construction Documents.
- B. Construction Quality Control Systems
 - 1. The Drawings and Technical Specifications must clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, Contractor's Submittals or other measures that the Contractor is required to perform.
 - 2. Each Technical Specification Section must include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that Section.
 - 3. Each Technical Specification Section must include a subsection to identify and list required Contractor Submittals including but not limited to Shop Drawings, certificates of



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compliance, Product Data sheets, Samples, tests and test results, mix designs, required worker qualifications, off-site inspections, or all other necessary Contractor Submittals.

C. Testing and Inspection Requirements

1. Testing and inspection requirements must be included in each Technical Specification Section and must identify the specific inspection, sampling, and testing to be performed by the Contractor, including:
 - a. Items to be tested;
 - b. The number of tests per unit;
 - c. The test method;
 - d. The required tolerances; and
 - e. The actions to be taken in the event of failure.
2. Unless otherwise directed by the OPM, the Construction Documents prepared by Consultant must require the Owner to hire a Certified Testing Lab to perform all required tests.

D. Funding by Governmental Agencies

1. When a Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant must comply with and incorporate the requirements of said Federal, State, or outside funding sources in the Construction Documents.

E. OSHPD Jurisdiction

1. When a Project is within the jurisdiction of the State of California, Office of Statewide Health Planning and Development ("OSHPD"), Consultant's Instruments of Service must meet all OSHPD requirements.
2. When a Project is within the jurisdiction of OSHPD, Consultant's Services include all Services necessary to obtain all required OSHPD approvals and permits for construction and occupancy of the Project.

F. Sequence of Consultant's Services

1. In general, Consultant's Services will proceed sequentially by the Phases described in [Part 5.04, "Basic Services & Deliverables."](#)
2. Each Project Agreement will establish the Consultant's Milestone Schedule for completion of the Consultant's Services applicable to that Project Agreement.
3. Commencement of each Project Agreement is contingent on receipt by Consultant of an Authorization to Proceed issued by OPM. Consultant must not commence work until Consultant receives the written Authorization to Proceed from the OPM.

G. Signing and Stamping Documents

1. Final Construction Documents and other submittal documents required by Permitting Authorities must be signed (original ink – not printed) and stamped by the Design Professional(s) of Record as appropriate to the submitted documents.

H. Design Quality Control & Coordination Checks



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1. Consultant is responsible for the technical quality of all Documents prepared by Consultant and the Consultant's Subconsultants.
2. Before submitting the completed Construction Documents to Owner, Consultant must check all Documents for technical accuracy and coordination within and between disciplines.
3. Consultant must ensure that systems and equipment will fit in interstitial spaces (above ceiling), chases, and equipment rooms. Consultant must verify, through appropriate means, that systems and equipment, such as HVAC, plumbing, voice/data cabling, electrical bus ducts, suspended ceilings and light fixtures, sprinkler lines, security raceways/cabling, and insulation, will fit in allotted spaces, and not interfere with structural and fixed architectural elements of the building. Although the Contractor is responsible for preparing Coordination drawings indicating the final configuration of these systems, Consultant is responsible for ensuring the accuracy of their design and the adequacy of interstitial spaces, chases and equipment rooms.
4. Technical accuracy and coordination checks must be performed in accordance with a procedure acceptable to the Owner. At a minimum, the coordination check procedure must document that the following items were checked for technical accuracy and coordination:
 - a. Architectural, Structural, MEP and other Drawings;
 - b. The requirements of Divisions 2 through 16 are consistent with the requirements of the County's front-end documents ([Project Manual, Divisions 0 & 1](#));
 - c. Materials called for in the Project Manual are currently available and suitable for their intended use;
 - d. Manufactured items called for in the documents are currently available and will fit, interface and perform as required to achieve design intent;
 - e. Notes on the Drawings must coordinate with the requirements of the Project Manual;
 - f. Products and materials specified on the Drawings must be identical to the products and materials required in the Project Manual;
 - g. Design layout, utility sources, and other required design elements are compatible with the physical requirements and characteristics of programmed movable furniture and equipment;
 - h. The technical sections of the Specifications clearly state the minimum grade, quality, and type of materials and workmanship required; and
 - i. When three or more manufacturers offer on the open market materials, equipment or devices of equal quality and usability needed for the project, a minimum of three such known manufactured products must be specified for potential use on the Project.
5. The coordination checks must be shown as individual activities in the Design Consultant's Detailed Schedule. Adequate time to perform the Coordination Checks must be indicated on the Design Consultant's Schedule.
6. The marked-up coordination check prints must be submitted to Owner with each design Phase submittal and will be returned to Consultant after Owner's review.



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7. All Drawings, Project Manual, Technical Specifications and calculations submitted by Consultant to Owner must contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline must sign the statement.
 8. Consultant's fee for performing the coordination checks must be identified as a separate Task in the Consultant Compensation section of each Project Agreement.
 9. If Owner's review of the documents submitted by the Consultant reveals that the coordination check was incomplete or inadequate, Owner will notify Consultant and allow Consultant to complete the review. If Consultant's review is not satisfactorily completed within ten (15) Calendar Days after such notification, the Consultant's compensation stated in the Project Agreement will be reduced by the proportional amount of the value of the coordination check Task fee for such review. Notwithstanding such fee reduction, Consultant remains fully responsible for the technical accuracy and coordination of all its Instruments of Service.
 10. Consultant must not incorporate review comments generated by the Owner's organization into subsequent design documents until the comments are first reviewed and accepted by the Owner's Project Manager.
- I. Submittal of Deliverables
1. Each submittal must include a declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Subconsultants was coordinated, the submittal is complete, and that all prior review comments have been incorporated and coordinated.
 2. Consultant must furnish to Owner, suitable for reproduction, original reproducible Drawings, and other Instruments of Service, and computer disks containing the Drawings, and other Instruments of Service in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2003 or newer.
- J. Printing & Reproduction
1. Consultant must pay for all printing and reproduction cost incurred in the performance of its Services.
 2. Owner will print coordination check documents to be used by the Owner at Owner's expense.
 3. Owner will print Bid Documents for distribution to Bidders at Owner's expense.
 4. At Owner's written request, Consultant must print or reproduce selected documents. The Consultant may invoice the Owner for Owner-requested printing as a Reimbursable direct expense.
- K. Meetings
1. In addition to meetings specifically identified in [Part 5.04, "Basic Services & Deliverables"](#), Consultant must attend meetings as needed or required with:
 - a. Owner's officials, staff, commissions and user groups as required for the performance of Consultant's Services pursuant to this PSA and all Project Agreements. This requirement includes meetings with Owner and user groups to develop, explain and refine Architectural Program and design criteria and for
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Consultant to present design solutions for acceptance. This also includes a pre-design kickoff meeting with the Owner's organization.

- b. Owner-sponsored advisory groups and local officials to present the Project to the public.
 - c. Governmental Agencies having jurisdiction related to the Project or any part of the Project. The Consultant must schedule and participate in preliminary meetings with all Governmental Agencies with Permitting Authority for the Project prior to the start of the Schematic Design (SD) Phase and as needed or required thereafter.
2. Unless otherwise requested by the OPM, Consultant must prepare agendas for and take minutes of all meetings conducted/attended by Consultant. This includes meetings that are chaired by the OPM. In meetings with facility personnel, all discussions that involve scope, a significant design element, or project cost must be documented by the Design Consultant in the meeting minutes.
 3. The Consultant's fee for attendance at and preparation of minutes for all meetings specifically identified in [Part 5.04, "Basic Services & Deliverables,"](#) will be considered included in the overall fee identified in each Project Agreement.
 4. Owner's Project Manager will coordinate all meetings between Consultant, Owner's user groups, and the public.
- L. Consultant's Staff and Subconsultants
1. Consultant's staff and Subconsultants are identified in [Exhibit B, "Consultant's Staff and Subconsultants"](#) and are subject to the requirements set forth therein.
 2. Changes to Consultant's staff and Subconsultants are subject to approval as an amendment to the PSA by the OAR.
- M. Energy Efficiency
1. Consultant must utilize state-of-the-art energy saving technology in the design of the Project in order to minimize overall energy consumption of the completed Project.
 2. Consultant must identify alternate features that can be incorporated into the Project's design that will attempt to increase the buildings energy efficiency at least fifteen percent (15%) more than required by Title 24.

5.04 Basic Services & Deliverables

- A. Unless the requirements for the Services and Deliverables described herein are specifically modified in writing in a particular PA, when a particular phase of Services is authorized in an individual Project Agreement, Consultant must provide its Services and Deliverables for that phase as required herein.
- B. Architectural Programming Phase
 1. Examine Owner-provided information and the proposed Project site in terms of:
 - a. Project budget and requirements;
 - b. Functions and priorities;
 - c. Site and existing facility conditions;
 - d. Opportunities and constraints;



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- e. Space requirements and constraints;
 - f. Utilities services and constraints;
 - g. Zoning and other applicable regulations;
 - h. Expandability;
 - i. Access;
 - j. Parking;
 - k. Massing;
 - l. Construction feasibility and phasing;
 - m. Owner's Space Planning Standards;
 - n. Owner's Architectural and MEP Design Guidelines and Standards;
 - o. Existing As-built Information; and
 - p. Other factors Consultant or Owner consider relevant to the Project.
2. Using existing information collected by Consultant and provided by Owner, determine whether or not to perform an investigation of the project site to evaluate the following design and construction "factors", or whether other methods or assumptions can be made that are more cost effective. Such factors include:
- (1) Load capacity of existing utility systems and the effects of new construction/building renovation on the capacity of these systems;
 - (2) Presence of underground utilities that might interfere with construction efforts;
 - (3) Presence of sub-surface obstructions and/or above-ceiling or behind wall obstructions (in existing buildings) that would interfere with the construction/renovation; and
 - (4) Performing a condition assessment of utility systems to include video evaluation of piping, assessing future maintainability of systems in order to evaluate repair/replacement/leave-in-place options. etc.
3. Provide comprehensive Architectural Programming Services including but not limited to the following:
- a. Fully develop all necessary programmatic information. For existing building retrofit/renovation projects, Consultant must become familiar with the existing facility and governing documents in order to facilitate preparation of accurate and complete design/construction documents for building fit-out and retrofit;
 - b. Solidify Project design objectives and criteria and prepare the Owner's Project Requirement (OPR) document. The OPR details the functional requirements of a project and the expectations of how it will be used and operated. These include:
 - (1) Project Goals;
 - (2) Measureable performance criteria;
 - (3) Cost considerations;
 - (4) Benchmarks and success criteria.



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The OPR should follow the commissioning standards of ASHRAE Guideline 0-2005

- c. Confirm staffing plans, numbers and positions of personnel;
 - d. Confirm space requirements and relationships;
 - e. Compare requested space to similar projects and Owner space standards;
 - f. Diagram space relationships by using massing diagrams, flow diagrams, stacking diagrams, bubble diagrams and other graphical methods; and
 - g. Identify special equipment and systems, site and off-site requirements, security zones, and other factors Consultant or Owner consider relevant to the Project.
4. Prepare and submit a draft Architectural Program for Owner's review, comment, and acceptance.
 5. Based on Owner's comments to the draft Architectural Program, prepare and submit a final Architectural Program that Consultant believes will conform to Owner's budget (defined elsewhere) including the following additional items:
 - a. A proposed Project Schedule;
 - b. Conceptual Project Budget in format specified by Owner;
 - (1) Develop Budget by applying unit costs and other standard cost data to space and facilities requirements;
 - (2) Include all foreseeable Project costs including design, construction, utilities connections, off-site improvements, permits, fees, furniture, and moveable and installed equipment; and
 - (3) Incorporate Owner's estimates for costs of land, rights-of-way, special studies and other costs that are Owner's responsibility pursuant to [Part 3, "Owner's Responsibilities."](#)

C. Schematic Design Phase

1. Based on the Owner-accepted final Architectural Program, prepare Schematic Design documents, and provide specific deliverables, as described below:
 - a. Perform a review of alternative approaches to design and construction of the Project, and provide a narrative report of such a review. Assess such "alternate approaches" such as project phasing; an assessment of achieving a LEED rating; use of renewable energy sources; use of "modular construction" such as tilt-up walls, pre-fabricated "units", or similar alternatives;
 - b. If recommended by Consultant in the report submitted for the Architectural Program phase, perform an investigation of the project site to evaluate design and construction "factors" which may include:
 - (1) Load capacity of existing utility systems and the effects of new construction/building renovation on the capacity of these systems;
 - (2) Presence of underground utilities that might interfere with construction efforts;
 - (3) Presence of sub-surface obstructions and/or above-ceiling or behind wall obstructions (in existing buildings) that would interfere with the construction/renovation; and



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- (4) Performing a condition assessment of utility systems to include video evaluation of piping, assessing future maintainability of systems in order to evaluate repair/replacement/leave-in-place options. etc.
- c. Schematic drawings and study models, if appropriate, to indicate the size, shape and relationship of all spaces and systems involved in the Project, including basic structural, mechanical, plumbing and electrical systems. These documents must clearly show site plans, off-site improvements including utility extensions to the site if needed, all elevations, floor plans of individual floors, and sections to demonstrate the building construction and spaces in both plan view and section;
- d. A narrative report by each discipline describing its proposed design philosophy with a description of, and the rationale for, the proposed structural systems, electronics and security systems, Fire Protection systems, types of equipment (preliminary equipment list of fixed and moveable equipment), materials, finishes, site development and landscaping.
- e. For the Mechanical and Electrical systems, prepare a separate "**Design Intent**" document. For these systems, describe factors that will influence the design and selection of HVAC, plumbing and electrical systems. These "factors" include occupancy requirements; Indoor Environmental Quality (IEQ) including space temperatures, relative humidity, indoor air quality, noise levels, illumination levels; "Green Building" requirements including LEED, etc. The rationale must include initial cost, life-cycle cost, and life expectancy considerations. The Design Intent document referred to in this paragraph is essentially the OPR for mechanical and electrical systems.
- f. Perspective drawings, if needed to convey the designer's intent;
- g. An updated Project Schedule for design and construction of the Project, including the Consultant's Schedule detailing the progression and submittal of Drawings and Technical Specifications in the subsequent Phases. The portion of the Project Schedule for the Construction Phase may be shown as a single activity depicting the estimated start and completion dates for each construction phase Milestone and/or bid package;
- h. An analysis of construction phasing including accessibility, interference with and continuation of facility operations during construction, and a plan for resolving interferences and problems identified;
- i. A chart comparing the changes in cost elements and the size of each space from the Owner-accepted Architectural Program to the Final Schematic Design submittal;
- j. A Preliminary Energy Consumption Report including estimates of annual utilities consumption by month for the Project. The report must include energy calculations for each significant component of the Project and must include a narrative on why the particular components are being recommended and what alternatives were considered. Maintenance requirements for energy savings components must also be addressed in the report;
- k. An Energy Savings Features Matrix identifying features that could be incorporated into the building's design and construction to increase the building's energy efficiency at least fifteen percent (15%) more than the minimum required by Title 24 energy efficiency requirements. The Matrix must identify the initial



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costs of these features in excess of the costs required to meet the minimum Title 24 energy efficiency requirements. The Matrix must also indicate the payback period in terms of energy/lifecycle savings of these special features and an overall lifecycle cost comparison. The Energy Savings Feature Matrix must be presented in a format acceptable to the Owner; and

- I. A Preliminary Statement of Probable Construction Cost.
2. At 100% completion of the Schematic Design Phase, Consultant must furnish to Owner for purposes of checking and acceptance of Schematic Design Phase Documents:
 - a. One reproducible copy of all Schematic Design Phase Documents;
 - b. One copy of the updated Project Schedule;
 - c. Computer disks containing electronic copies of the complete Schematic Design Phase submittals. All non-drawing electronic files must include a modifiable version;
 - d. Renderings that show primary outside views of building;
 - e. A declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Subconsultants was coordinated, the submittal is complete, and that all Owner review comments from the final Architectural Program submission have been incorporated and coordinated. All Drawings, Technical Specifications and calculations submitted by Consultant to Owner must also contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline must sign the statement;
 - f. Preliminary Energy Consumption Report;
 - g. Energy Savings Features Matrix; and
 - h. A Preliminary Statement of Probable Construction Cost; and
 - i. Place in the lower right corner of each drawing sheet an archive reference number provided by the OPM.

D. Design Development Phase

1. Based on the Owner-accepted Schematic Design Phase Documents, prepare Design Development Phase Documents as described below:
 - a. Drawings, three-dimensional studies and rendering, color boards, calculations, and outline Technical Specifications as required to fix and describe the architectural character and materials; the structural system and all its essential features; the electrical, electronic, mechanical and plumbing systems refined to show the system characteristics, quality of environment and control they will provide; landscaping and site work as applicable;
 - b. Design Development Phase drawings must indicate the scope of Work included in the bid package with sufficient detail to enable preparation and review of a reliable Revised Statement of Probable Construction Cost;
 - c. Design features and limitations required by the approved CEQA Document must be included in the Design and Technical Specifications. Construction phase



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monitoring and reporting requirements required by the adopted Mitigation Monitoring Program must be included in the Project Manual; and

- d. Design features, details and plans required to comply with all applicable California Building Codes. Information shall include exiting plans, building occupancy analysis, and fire code analysis.
- e. Prepare a “Basis of Design” narrative for the following systems:
 - (1) HVAC;
 - (2) Plumbing;
 - (3) Electrical and lighting, including lighting controls;
 - (4) Conveyance systems such as elevators;
 - (5) Structural systems; and
 - (6) Emergency power systems including UPS and generators.
- f. The Basis of Design is the documentation of the primary thought processes, assumptions and calculations behind design decisions that were made to meet the Design Intent. The Basis of Design describes the systems, components, conditions and methods chosen to meet the Intent. As a minimum, the Basis of Design shall include the following information:
 - (1) Describe systems, components and methods for achieving the Design Intent objectives. For example, for a rooftop air conditioning unit include: what system alternatives were considered and why was this system selected; details of size, efficiencies, areas served, capacity, control details, vibration criteria, etc. If the Engineer is designing around a specific system or manufacturer, the narrative must include specific details of the system, and an analysis of the availability of other suppliers and manufacturers to meet the requirements;
 - (2) A discussion of equipment maintainability;
 - (3) Energy performance;
 - (4) Ventilation strategies and methods;
 - (5) Primary load calculations including design and energy modeling assumptions including:
 - a) Occupant density and function;
 - b) Indoor Environmental Conditions;
 - c) Outdoor conditions;
 - d) Glazing fraction, U-values and shading coefficient; and
 - e) Wall and ceiling R-values.
 - (6) Preparation of a detailed Sequence of Operation for the HVAC system. All sequences shall be written in small statements, each with a number for reference. For a given system, numbers will not repeat for different sequence sections, unless the sections are numbered. Sequence of Operation to include:



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- a) An overview narrative of the system (1 or 2 paragraphs) generally describing its purpose, components and function;
 - b) All interactions and interlocks with other systems;
 - c) Detailed delineation of control between any packaged controls and the building automation system, listing what points the BAS monitors only and what BAS points are control points and are adjustable;
 - d) Written sequences of control for packaged controlled equipment;
 - e) Start-up sequences;
 - f) Warm-up mode sequences;
 - g) Normal operating mode sequences;
 - h) Shutdown sequences;
 - i) Unoccupied mode sequences;
 - j) Shutdown sequences;
 - k) Capacity control sequences and equipment staging;
 - l) Effects of power or equipment failure with all standby component functions;
 - m) Detailed sequences for all control strategies, e.g. economizer control, optimum start/stop, staging, optimization, etc.;
 - n) Sequences for all alarms;
 - o) Initial and recommended values for all adjustable settings, setpoints and parameters that are typically set or adjusted by operating staff; and any other control settings or fixed values, delays etc. that will be useful during testing and operating of the equipment.
- (7) Preparation of a Fire and Emergency Response Matrix. This matrix shall list all equipment and components (air handlers, dampers, valves, etc.) with their status and action during a fire alarm and under emergency power.
2. The following descriptions are a guide to the minimum requirements for a Design Development Phase submittal. They must be augmented as necessary to show design intent and to prepare an accurate Revised Statement of Probable Construction Cost.
- a. Architectural Drawings
 - (1) Floor plans that clearly show:
 - a) Finish schedule;
 - b) Principal dimensions;
 - c) Wall types clearly identified;
 - d) Security zones and perimeters;
 - e) Room and door numbers, and a numbering plan for the entire facility;
 - f) Sections and details to enable a reasonable material takeoff; and



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- d) Section cuts and details to identify the proposed type of foundations; and
 - e) Sufficient section and detail bubbles to show where sections and details can be found.
- (2) Roof plans that clearly show:
- a) Principal dimensions;
 - b) All major framing members;
 - c) Sufficient sections and details to show design intent;
 - d) Coordination with architectural, mechanical and electrical floor plans; and
 - e) Sufficient section and detail bubbles to show where sections and details can be found.
- (3) Sections and details that clearly show:
- a) Design intent;
 - b) All-important connections;
 - c) Coordination with other structural plans; and
 - d) Logical placement to allow easy location of sections and details.
- c. Mechanical and Plumbing Drawings
- (1) Mechanical and Plumbing plans which clearly show:
- a) Room numbers;
 - b) Locations of all major pieces of equipment;
 - c) Layout and sizing of all ductwork and piping;
 - d) Symbol list coordinated with symbols on plans;
 - e) All points-of-connection including invert elevations; and
 - f) Sufficient section and detail bubbles to show where sections and details can be found.
- (2) Equipment and fixture schedules that clearly show:
- a) All fixtures identified; and
 - b) All mechanical equipment identified and sized.
- d. Electrical Drawings
- (1) Lighting and power plans that clearly show:
- a) Room numbers;
 - b) Single line diagrams of services and systems;
 - c) Symbol list coordinated with symbols on the plans;
 - d) Lighting plans coordinated with reflected ceiling plans;



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- e) Power, telephone and computer outlets shown and coordinated with equipment layouts in other disciplines;
 - f) Sufficient section and detail bubbles to show where sections and details can be found;
 - g) Equipment and fixture schedules including lighting; and
 - h) Intercom, public address (PA), closed circuit TV (CCTV), nurse call and similar electrical and electronic systems.
- e. Civil Drawings - Site and grading plans that clearly show:
- (1) Site cross sections;
 - (2) Site contours and drainage;
 - (3) Locations of all benchmarks;
 - (4) Precise locations of all major elements; and
 - (5) Roadways, driveways and parking areas.
 - (6) Site utility plans that clearly show:
 - a) All connections to off-site utilities;
 - b) All points-of-connection including invert elevations; and
 - c) All drainage systems and other utilities located and sized.
- f. Specialty Systems including, but not limited to: Security, Fire Protection, Building Automation Systems, Lighting Controls, and Information Technology Systems and Infrastructure
- (1) Symbol list coordinated with symbols on plans;
 - (2) Single line diagrams of services and systems;
 - (3) Location and type of reporting/monitoring devices;
 - (4) Power sources;
 - (5) Code analysis for Fire Protection Systems; and
 - (6) Reporting and Monitoring Architecture for BAS, Security, Fire Protection and Lighting Controls.
- g. Landscaping Drawings
- (1) Site plans that clearly show:
 - a) Plant selection and planting layout; and
 - b) Irrigation system with points-of-connection to site utilities.
- h. Other Items
- (1) Outline Project Manual including Introductory Information, Bidding Requirements, Contracting Requirements, and General Requirements. Owner will provide much of the text for these documents, as stated elsewhere;



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- (2) Outline Technical Specifications describing the size, character and quality of the entire Project, including locations of materials; types of structural, mechanical, electrical and security systems;
 - (3) Engineering Calculations clearly presented for all disciplines, including realistic loads, and sufficiently complete for preparation of Construction Documents to proceed;
 - (4) Room Data Sheets itemizing all requirements for each space including: staff positions, furnishings, equipment including equipment lists by room for fixed and moveable equipment, security provisions, power, telephone and data requirements, etc;
 - (5) A chart comparing the changes in cost elements and the size of each space between the final Architectural Program, the Schematic Design Phase, and the Design Development Phase;
 - (6) Updated Energy Consumption Report;
 - (7) Updated Energy Savings Features Matrix; and
 - (8) List of all existing permit-required confined spaces.
3. At 100% completion of the Design Development Phase, Consultant must furnish to Owner for purposes of checking and acceptance of Design Development Phase Documents:
- a. One reproducible copy of all Design Development Phase Documents identified above;
 - b. One copy of the updated Project Schedule;
 - c. Computer disks containing electronic copies of the Design Development Phase Documents. All non-drawing electronic files must include a modifiable version;
 - d. A declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Subconsultants was coordinated; quality control checks have been performed per 5.03 Design Quality Control and Coordination Checks; the submittal is complete; and that all Owner's review comments from the final Schematic Design Phase submittal have been incorporated and coordinated. All Drawings, Technical Specifications and calculations submitted by Consultant to Owner must also contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline must sign the statement; and
 - e. A Revised Statement of Probable Construction Cost. The construction cost estimate must include all fixed equipment. A separate estimate must be prepared and submitted for all movable equipment.

E. Construction Documents Phase

1. Based on the Owner-accepted Design Development Phase Documents, Consultant must prepare final Construction Drawings and Technical Specifications, and assist in preparing the Project Manual ready for Bidding and construction purposes including but not limited to:



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a. Project Manual

- (1) The Project Manual consists of the County-provided Introductory Information, Bidding Requirements, Contracting Requirements, General Requirements, and Consultant prepared Construction Drawings and Technical Specifications.
- (2) Consultant must review the County-prepared Project Manual elements identified in (1) above, provide the County with any comments, and assure that the Consultant's Construction Drawings and Technical Specifications are coordinated with the County – provided elements.
- (3) Consultant must review Submittal Review times as referenced in the Project Manual and ensure Consultant can perform reviews pursuant to 5.04 G. 7. b. of this PSA. If Consultant identifies that the necessary review time for a **specific technical Section** exceeds the allowance per Project Manual, Special Conditions or General Conditions, Consultant must identify the appropriate review time in the **individual technical Sections of the specifications**. Otherwise, Consultant is responsible for the submittal review time established in 5.042 G. 7. b.
- (4) Consultant shall assist the Owner in preparing the Project Manual, and include in the Project Manual:
 - a. "QC Specialist Table."
 - b. "QC Documentation."
- (5) Consultant shall draft for Owner's review, the list of systems Consultant recommends be Commissioned.
- (6) Consultant shall prepare for owner's review, the list of systems and components requiring Operation and Maintenance manuals, and shall solicit the Commissioning Agent's list of systems to be included.
- (7) [paragraph intentionally left blank]
- (8) Consultant must prepare for inclusion in the Project Manual, a list of all existing permit-required confined spaces.
- (9) Sole source items:
 - a) Pursuant to Public Contract Code §3400, Consultant must verify that:
 1. Technical Specifications do not limit bidding, directly or indirectly, to any one specific concern;
 2. For performance-type specifications there are at least two suppliers that can meet Consultant's performance specification, unless criteria for a sole source supplier per Public Contract Code section 3400 is met; and
 3. Bid Documents do not call for a designated material, product, thing, or service by specific brand or trade name unless the specification lists at least two brands or trade names of comparable quality or utility and is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service. If aware of an equal



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product manufactured in this state, name that product in the specification.

- b) Consultant must verify, and provide all necessary information and supporting documentation, that each sole source product required by the Technical Specifications is specifically approved in writing by the OPM and itemized and listed in Master Project Manual.
- c) If the Owner approves the use of a sole source product, Consultant must add the words, "no exceptions" to the sole source item where it is identified in the Construction Drawings or Technical Specifications, and assist the Owner in adding the words, "no exceptions" to other applicable places in the Project Manual.

(10) Consultant must verify that Technical Specifications, references, and Drawing List references contained within the Project Manual are correct.

b. Drawings

- (1) Consultant must complete, coordinate, and assemble the Drawings;
 - (2) Consultant must verify that all Drawing numbers, detail numbers, and Project Manual references indicated on the Drawings are correct;
 - (3) Consultant must verify that all General Notes included on the Drawings do not conflict with the provisions and requirements of the Project Manual; and
 - (4) Consultant must verify that all sole source Products identified on the Drawings are also identified in the Technical Specifications.
2. All Construction Documents must be verified by Consultant as required by Part 5.03 Design Quality Control and Coordination Checks.
- a. Prepare isometric drawings depicting various locations, using Building Information Modeling (BIM) and perform "clash detection" and other analyses as needed to address the requirements of the preceding paragraph.
3. All Construction Documents Phase submittals and must be stamped and signed by the Design Professional(s) of Record as appropriate for the submittal.
4. Consultant shall identify all necessary approvals and permits required, such as the Office of Statewide Health Planning & Development (OSHDP), State and County Fire Marshals, State Department of Corrections, State Fish & Game, etc.
5. Other required Construction Document Phase Deliverables:
- a. An Operating Manual describing the operation of all systems and equipment designed into the Project;
 - b. An Updated Energy Consumption Report including estimates of annual utilities consumption by month for the Project. The report must include energy calculations for each significant component of the Project and must include a narrative on why the particular components were selected and what alternatives were considered. Maintenance requirements for energy savings components must also be addressed in the report;
 - c. Final Room Data Sheets itemizing requirements for each space;
 - d. An updated Project Schedule;



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- e. A Final Statement of Probable Construction Cost;
 - f. Simplified Floor Plans of all floors, in Owner-approved format;
 - g. A preliminary report indicating how each project-specific CEQA Mitigation Measure was incorporated into the Construction Documents and a table referencing the applicable Drawing number and/or Project Manual section satisfying the requirement; and
 - h. Moveable equipment list.
6. Consultant must furnish to Owner for purposes of checking and acceptance, one reproducible copy of Construction Documents Phase submittals at 75% completion including:
- a. Technical Specifications and Drawings;
 - b. Coordination Check Sheets;
 - c. Operating Manual;
 - d. Updated Energy Consumption Report;
 - e. Updated Room Data Sheets;
 - f. Moveable (group 2) equipment list;
 - g. Updated Project Schedule;
 - h. Updated Final Statement of Probable Construction Cost;
 - i. Preliminary CEQA Mitigation Measure report and table;
 - j. A declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Subconsultants was coordinated per 5.03 Design Quality Control and Coordination Checks; the submittal is complete; and that all review comments from the 100% Design Development Phase submittal have been incorporated and coordinated. All Drawings, Technical Specifications and calculations submitted by Consultant to Owner must also contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline must sign the statement; and
 - k. Updated Engineering Calculations
7. Consultant must furnish to Owner for purposes of checking and acceptance, one reproducible copy of all Construction Documents Phase submittals at 100% completion including:
- a. Technical Specifications and Drawings stamped and signed and ready for Bidding;
 - b. Coordination Check Sheets;
 - c. One copy of the updated Project Schedule;
 - d. Computer disks containing electronic copies of all Construction Documents Phase Deliverables. All non-drawing electronic files must include a modifiable version;



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- e. A declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Subconsultants was coordinated per 5.03 Design Quality Control and Coordination Checks; the submittal is complete; and that all review comments from the 75% Construction Phase Documents submittal have been incorporated and coordinated. All Drawings, Technical Specifications and calculations submitted by Consultant to Owner must also contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline must sign the statement;
 - f. Final Statement of Probable Construction Cost;
 - g. Final Operating Manual;
 - h. Final Energy Consumption Report including final estimates of annual utilities consumption by month for the Project. The final report must include energy calculations for each significant component of the Project and must include a narrative on why the particular components were incorporated in the Project and what alternatives were considered. Maintenance requirements for energy savings components must also be addressed in the report;
 - i. Final Room Data Sheets;
 - j. Updated Project Schedule;
 - k. Final CEQA Mitigation Measure report and table; and
 - l. A summary list by Project Manual Section of all required tests and inspections.
8. Consultant must furnish to Owner for purposes of final verification and acceptance, one reproducible back-check copy of all Construction Documents Phase submittals. The 100% CD back-check set must include all the comments generated during the review of the 100% CD submittal and the comments and corrections required by Permitting Authorities.
9. Consultant must obtain and provide documented approval of the Construction Documents from all jurisdictional agencies.
- F. Bidding Phase
1. Based on the Owner acceptance of the 100% CD back-check documents, Consultant must furnish to Owner for purposes of reproduction and distribution to the prospective Bidders, two complete and reproducible copies of the Bid Documents ready for Bidding. Each drawing shall be stamped: Issued for Bidding.
 2. Consultant must assist Owner in obtaining Bids.
 3. Consultant must strictly adhere to Owner's processes and procedures related to competitive Bidding of public work.
 4. Consultant must answer Bidders' questions relating to the Contract Documents, develop corrections or clarifications as required, and prepare all Addenda for issuance by Owner. Addenda must be signed by the appropriate design professional and indicate its Registration or License Number. Preparation of Addenda is part of the Design Consultant's Basic Services and must be prepared by the Consultant at no additional cost to the County.



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5. Consultant must attend, participate in, and prepare minutes for any job walk and/or pre-bid conferences.
 6. Consultant must advise and assist Owner regarding acceptance or rejection of Bids.
 7. Owner will administer the Bidding process.
 8. Contractor Prequalification:
 - a. If prequalification of construction contractors is required by the County, Consultant must recommend prequalification criteria and assist County in preparation of the prequalification documents; and
 - b. If requested by the County, Consultant must participate with the County in evaluation of prequalification submittals.
- G. Construction Phase
1. The Construction Phase will commence on the Award Date of the Construction Contract and, together with Consultant's obligation to provide Basic Services, will terminate as provided in [Part 12, "Term And Termination."](#)
 2. Project Meetings
 - a. Consultant must attend the following Construction Phase meetings:
 - (1) Construction Phase in-house kick-off meeting
 - (2) Preconstruction Conference
 - (3) Coordination and Mutual Understanding Meeting
 - (4) All (weekly) Construction Phase Progress Meetings (prepare Minutes)
 - (5) Demonstration and Training Pre-instruction Conference
 - (6) Commissioning Scoping Meeting
 - (7) Closeout Conference
 3. Site Visits
 - a. Consultant's Project Manager:
 - (1) Consultant's Project Manager will visit the Project site at a minimum frequency established in Project Agreements during the Construction Phase to observe the Work.
 - (2) Consultant's Project Manager must assist Owner in evaluating the Contractors' progress against Contractor's Progress Schedule.
 - (3) Consultant's Project Manager must attend the Progress Meeting at a frequency established in Project Agreements, observe the current status of the Work, and prepare and furnish a detailed written report of conditions observed, problems discussed and decisions made. Original and copies of the site visit reports must be sent to the Owner's Project Manager within five (5) calendar days of each site visit.
 - b. Consultant's Project Manager, before leaving the Project site, must inform Owner when Consultant observes Work that does not conform to the requirements of the Contract Documents. When Consultant's observations so indicate,



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Consultant must recommend special inspection or testing of the Work, whether or not such Work be then fabricated, installed or completed.

- c. Consultant's "in-house" specialists or Subconsultants
 - (1) The minimum number of site visits by Consultant's "in-house" specialists or Subconsultants included in the Consultant's Basic Services will be established in Project Agreements.
 - (2) The presence of Consultant's "in-house" specialists or Subconsultants at the site for participation in walk-through inspections associated with the development of Deficiency Lists for acceptance of all or at designated portions of the Work is part of the Consultant's Basic Services and is not to be charged against the designated number of site visits stated above.
 - (3) Additional site visits necessitated by Consultant error, omission, unauthorized changes or negligence, must be accomplished without additional cost to Owner.
 - (4) Additional site visits of Consultant's "in-house" specialists or Subconsultants necessitated by significant failure on the part of the Contractor to perform in accordance with the requirements of the Contract Documents will be considered as additional Supplemental Services.
 - (5) Attendance at a progress meeting by a Consultant's "in-house" specialists or Subconsultant does not constitute a site visit. To be considered a site visit, the Consultant's "in-house" specialists or Subconsultant must perform close-up observation of the current Work being constructed, review the Contractor's As-Built Documents, and prepare and submit a site visit report to the Owner.

4. Communications

- a. All written communications with the Contractor must be through Owner's Project Manager unless otherwise approved in writing by the OPM.

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5. Interpretation of the Contract Documents

- a. Consultant must provide all design-related technical interpretation of the Contract Documents during construction necessary for the proper execution and progress of the Work;
- b. Interpretations and decisions of Consultant must be consistent with the intent of and reasonably inferable from the Contract Documents and must be in written and/or graphic form.
- c. For Requests For Information ("RFI's"):
 - (1) Consultant must render written decisions within **five (5) Work Days** unless otherwise agreed between Consultant and OPM;
 - (2) The receipt date, topic, response date, and current status of all RFI's must be logged and tracked by the Consultant in an electronic database;
 - (3) Responses to RFI's must be in the form of drawings, sketches, technical information and/or any other documentation, in sufficient detail for the Contractor to proceed unimpeded with the Work without requesting further clarification;



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- (4) Consultant shall bear the cost of responding to RFI's as previously described in the sub-paragraph; however, if, as a result of the RFI, the Owner directs a change to the Project scope, the implementation of which requires preparation of design documents by the Consultant, the Owner may negotiate a corresponding fee increase to the Consultant's Project Agreement pursuant to Part 6.03, "Supplementary Services & Deliverables;"
 - (5) In preparing its response to any RFI, Consultant will evaluate whether the response will result in a change to the requirements of the Contract Documents. If the Consultant's response to a RFI will change the requirements of the Contract Documents, Consultant must:
 - a) State in writing in Consultant's response to the RFI that the response to the RFI is a change to the requirements of the Contract Documents; and;
 - b) Promptly notify the Owner that the Consultant's response to the RFI is a change to the requirements of the Contract Documents.
 - (6) Consultant will be required to prepare a cost estimate for each change to the Contract Documents resulting from Consultant's response to a RFI, except for circumstances described in c. (4) above; and
 - (7) Upon Owner's request, Consultant may be required to assist the Owner in negotiating any adjustment in the Contract Time or Contract Sum with the Contractor resulting from contract modifications based on Consultant's response to a RFI, except for circumstances described in c. (4) above.
 - d. For Claims, Disputes and other matters in question between Owner and Contractor, Consultant must render written opinion/recommendation within **fourteen (14) Days**.
 - e. Consultant must notify Owner immediately if more time is required, for reasonable cause, to respond to RFI's, Claims, or other matters. The Owner's Project Manager must, in writing, approve any extension to the maximum response times stated in this Part of the PSA.
 - f. Consultant's recommendations on disputes, Claims, or other matters, including those in question between Owner and Contractor, are subject to the provisions of the Contract Documents.
6. Testing and Inspection Reports
- a. Consultant must review all testing and inspection reports submitted by Contractor and/or testing laboratory and any reports furnished by others who may be retained or employed by Owner to review the Work.
 - b. Consultant must recommend to Owner the issuance of any directives that, based on Design Professionals' evaluation of the report data, are deemed necessary to obtain compliance with the requirements of the Contract Documents.
7. Submittals
- a. Consultant must review or take other appropriate action on receipt of Contractor Submittals including but not limited to:
 - (1) Shop Drawings;
 - (2) Coordination Drawings;



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- (3) Product Data;
 - (4) Samples;
 - (5) Substitution Requests;
 - (6) Construction Cost Reduction Proposals;
 - (7) Submittal Log;
 - (8) Testing Log;
 - (9) Operation and Maintenance Manuals;
 - (10) Warranty/Guarantees; and
 - (11) Supplier and/or vendor correspondence and related data pertaining to the equipment and systems installed in the Project.
- b. Consultant must review and return all Contractor submittals as promptly as possible, but in no case shall Contractor submittals be returned later than **fourteen (14) Days** from receipt of Contractor's submittals by Consultant.
 - c. Consultant must review and return unacceptable or incomplete Contractor's submittals within **nine (9) Days** from receipt of Contractor's submittals by Consultant.
 - d. Consultant must notify Owner immediately of any potential delays in meeting the response times stated in this Part of the PSA.
 - e. Consultant must immediately notify Owner of any submittal review comment that could result in a Change Order.
 - f. Except for Contractor Product Substitution requests submitted up to **thirty-five (35) Days** after the Notice to Proceed is issued to the Contractor, Consultant has no obligation to review Contractor's Submittals not required by the Contract Documents.
 - g. If the Consultant makes notes on the Contractor's Submittal that constitute a change to the requirements of the Contract Documents, Consultant must state in Consultant's Submittal response that a Change Order request will be issued and immediately notify Owner in writing of the need to issue a Change Order request.
 - h. The receipt date, submittal identification number, response date, and review stamp action must be logged and tracked by the Consultant in an electronic database maintained by the Consultant, or other system specified by the OPM.
 - i. Each submittal must be stamped with an action stamp. The Design Consultant's action stamp must have verbiage that is identical to the review stamp verbiage stated below:
 - (1) "No Exceptions Taken"
 - (2) "Make Corrections Noted"
 - (3) "Revise and Resubmit"
 - (4) "Rejected"
 - (5) "Submit Additional Information"
 - (6) "Returned Without Action"



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8. Change Orders and Field Modifications
 - a. Consultant must prepare supporting data, Drawings, Technical Specifications and other documentation, and provide other Services as needed to assist Owner in evaluating Contractor's proposals for Change Orders and Field Modifications.
 - b. For Change Orders resulting from Owner requests or unknown site conditions, pursuant to [Part 5.05, "Supplementary Services & Deliverables"](#) the Owner may negotiate a corresponding fee increase to the Consultant's Project Agreement for Consultant preparation of supporting data, Drawings, Technical Specifications and other documentation, and provision other Services as needed to assist Owner in evaluating Contractor's proposals for Change Orders and Field Modifications.
 - c. Consultant must prepare Change Orders and Field Modifications for Owner's approval and execution in accordance with Owner's procedures.
 - d. If in the Owner's opinion, a Change Order is required as the result of a probable error or omission on the part of the Consultant, Consultant must prepare and submit to Owner, along with the Change Order documentation, a cost estimate for the value of the Change Order Work. If it is subsequently determined by the Owner that the Change Order was not due to an error or omission on the part of the Consultant, Consultant will be compensated for preparation of the Change Order estimate pursuant to [Part 5.05, "Supplementary Services & Deliverables."](#)
9. Owner Move-in/Training Orientation
 - a. Consultant must provide Owner with an orientation session to facilitate moving into the Project. The session must focus on operational issues relating to the design intent of the various systems. The session will orient Owner's staff on the design intent in order to facilitate staff acceptance and move-in. The orientation session must be coordinated with the training, if any, provided by the Contractor or the commissioning firm.
10. Milestone Acceptance and Project Closeout
 - a. Consultant must attend the closeout conference, participate in the development of Milestone and Project acceptance Deficiency Lists, and attend preliminary and final walk-through inspections to assist Owner in determining the final completion of the Construction Work and/or designated portions of the Work. Consultant and Subconsultants' presence at the site for participation in the development of Deficiency Lists and walk-through inspections is part of the Consultant's Basic Services and is not to be counted against the number of site visits stated in [Part 5.04.G.3, "Site Visits."](#)
11. Record Documents
 - a. Based on Consultant's site visit reviews of Contractor's As-built documents during construction, Consultant will recommend Owner's acceptance of Contractor's As-built documents prior to Consultant's preparation of the final Record Documents.
 - b. Upon Owner's receipt and acceptance of Contractor's As-built documents, Consultant must prepare a reproducible set of Record Documents for the Project including the Drawings and Project Manual.



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- c. Consultant's fee for preparation of Record Documents must be shown as a discrete pay item in the Project Agreement for Consultant's Construction Phase Services.
- d. Consultant prepared Record Documents must incorporate all changes to the Project Manual issued during construction and indicate each product incorporated into the Work.
- e. Record Documents (Drawings and Project Manual) must also be submitted in electronic format, both in its original format and in PDF.

H. Warranty Phase

1. Acceptance by the Owner of the Consultant-prepared Record Documents constitutes completion of the Consultant's Basic Services for compensation purposes; however, the Consultant is required to arrange for and conduct an inspection of the Project one month prior to expiration of the Contractor's one-year Warranty/Guarantee period without additional compensation.
2. Consultant must, when requested, render advice to assist Owner in obtaining necessary compliance by the Contractor with the terms of said Contractor Warranty/Guarantees.
3. Other than the inspection of the Project one month prior to expiration of the Contractor's one-year Warranty/Guarantee period, should Owner request Warranty Phase Services after Consultant's completion of their Basic Services, and Services are required through no fault of Consultant, Consultant will be compensated pursuant to [Part 11.03, "Supplementary Services & Deliverables."](#)

PART 6 - CONSULTANT'S SCHEDULE

6.01 Each Project Agreement Must Contain a Consultant's Schedule

- A. Consultant will perform all Services and Deliverables within the time and project schedule stated in the Project Agreement, including milestones, if any. Time is of the essence in this Agreement.
- B. Consultant must provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the project schedule.

PART 7 - COST CONTROL

7.01 Owner Approved Construction Cost (OACC)

- A. Each Project Agreement will specify the Owner Approved Construction Cost for the Project or Project part covered by that Project Agreement. The OACC will include any bid alternates as defined by the OPM. The Owner Approved Construction Cost shall not be revised without Owner's prior written approval.

7.02 Formatting and Comparing Estimates

- A. All required Statements of Probable Construction Cost by Consultant must be prepared per Owner's direction, in a format or formats approved by Owner's Project Manager. The identical format(s) must be used consistently throughout the Project in order to facilitate tracking the costs of various Project components. In addition, Consultant must provide a cost



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estimate summary sheet in CSI format for all Construction Document Phase submissions of Statements of Probable Construction Cost.

- B. The County may have an independent cost estimate prepared by an independent estimator designated by County and at County's expense. If the County chooses to have an independent estimate prepared, the Consultant is required to answer the independent estimator's questions regarding the design. If attendance at meetings with the independent estimator to reconcile Consultant's estimate is necessary, Consultant will be compensated according to their hourly rate schedule. In the event that the independent estimate and Design Professional's estimate cannot be reconciled, Consultant's estimate will prevail as the Estimated Project Construction Cost.
- C. Consultant must include an estimate summary of all buildings when there is more than one building. The summary includes all building cost to five feet outside the building. Site work estimates must be to within five feet outside the building and represented on a separate summary page. The summary must list the building or site work, its size, cost per square foot and total cost.
- D. If the Project involves multiple bid packages, Consultant must prepare separate estimates for each bid package.

7.03 Consultant's Responsibility for Managing Design to Stay Within the OACC

- A. Owner asserts that the total Construction Cost of each Project must not exceed the Owner Approved Construction Cost set forth in the applicable Project Agreement.
- B. Consultant is fully responsible for managing design to stay within the Owner Approved Construction Cost.
- C. Consultant must reconcile each Statements of Probable Construction Cost to previous Statement of Probable Construction Cost. If any deviation occurs between estimates that affect the construction costs by more than 5% for any component (a component is defined as a building or the site development portion of the project budget), a reconciliation of where the difference occurred must be submitted with the estimate. A written description of why the change took place is required.
- D. Evaluations of the Owner's Project Budget and Statements of Probable Construction Cost prepared by the Consultant represent the Consultant's best judgment as a design professional familiar with the construction industry.
- E. Consultant must identify and provide for reasonable additive and/or deductive Bid Items as mutually determined by Owner and Consultant to ensure reconciliation between Statements of Probable Construction Cost and the OACC.

7.04 Review of Project to Reduce Potential Cost

- A. If the Preliminary, Revised, Updated Revised, Preliminary Final, or Final Statement of Probable Construction Cost exceeds the then-current OACC, Consultant must immediately notify Owner in writing with recommended actions to bring the Probable Construction Cost to within the OACC. Thereafter, Owner and Consultant will discuss the revisions or steps necessary to bring the current Statement of Probable Construction Cost to within the OACC. Consultant must thereafter adjust its Instruments of Service as directed by Owner, at no additional cost to Owner, to keep the Probable Construction Cost within the OACC. If Owner agrees that the current Statement of Probable Construction Cost is above the OACC for reasons beyond the Consultant's control, Owner will compensate Consultant for such revisions or steps accordingly.



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7.05 Consultant's Obligation to Modify Bid Documents

- A. If, upon bidding the Project for construction, the lowest responsive Bid submitted by a responsible Bidder exceeds the OACC, Owner may elect to:
 - 1. Re-Bid the Project; or
 - 2. Increase the OACC; or
 - 3. Terminate the Project or a part thereof; or
 - 4. Revise the Project to reduce the construction cost.
- B. If the lowest responsive Bid submitted by a responsible Bidder exceeds the OACC by more than ten percent (10%) including all Bid Alternate items previously defined as part of the OACC, as provided in [Parts 7.01 and 7.03](#). Consultant must, upon Owner's request and without additional cost to Owner, modify the Bid Documents as necessary to reduce the probable Construction Cost to less than the OACC. Revising such documents is the limit of Consultant's responsibility pertaining to construction cost.
- C. Consultant may, with Owner's agreement, include contingencies not exceeding 10% in the Statements of Probable Construction Cost for design, bidding, and price escalation.

7.06 Addendum Estimates

- A. The Consultant must prepare and submit Addendum Estimates for all Addenda changes that may result in added construction costs in excess of \$1,000 after release of Bid Documents but prior to Bid opening.
- B. The Addendum Estimate must include only the items of work involved in each Addendum.
- C. Separate costs for deductive and additive changes within the appropriate CSI Divisions must be shown. Deductive costs must be identified by enclosing them in parentheses.
- D. All estimates must be submitted to the Owner's Project Manager for acceptance prior to Bid opening.

PART 8 - INDEMNIFICATION & INSURANCE

8.01 [Exhibit F](#) Requirements

- A. Indemnification and Insurance requirements are set forth in [Exhibit F](#), "Indemnification & Insurance."

PART 9 - REPRESENTATION BY COUNSEL

- A. Both parties to this PSA were represented by counsel in the negotiation and execution of this Agreement.
- B. The parties are aware of the provisions set forth in California [Civil Code §1717](#) and intend this paragraph of the PSA to meet said statutory requirements so that the reference to attorneys' fees in [Part 8, "Indemnification & Insurance"](#), applies only in the indemnification context in [Part 8, "Indemnification & Insurance."](#)

PART 10 - HAZARDOUS MATERIALS

10.01 Responsibility for Hazardous Materials

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



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

10.02 Hold Harmless Clause

- A. To the fullest extent permitted by law, Owner agrees to bring no claim against Consultant and its Subconsultants and to defend, indemnify, and hold harmless Consultant and its Subconsultants from third party claims relating to the investigation, detection, abatement, replacement, or removal of asbestos or other hazardous material, or relating to sudden or gradual escape or release of hazardous contaminants of any kind into or on the land, the atmosphere, or any water course or body of water, excepting only such claims which arise out of the sole negligence or willful misconduct of Consultant or its Sub-consultants.

PART 11 - COMPENSATION & PAYMENT

11.01 Compensation

- A. Payments will be made as set forth herein and as authorized in each Project Agreement.
1. Maximum Compensation Limit
 - a. Each Project Agreement will specify a Maximum Compensation Limit (MCL) by Owner to Consultant for that Project Agreement. The MCL includes all authorized Services and authorized Reimbursable expenses. Total payment by Owner pursuant to any Project Agreement will not exceed the MCL specified in the Project Agreement and Consultant is fully responsible for provision of all Services and Deliverables to fully perform a Project Agreement, compensation for which will not exceed the specified MCL.
 2. Consultant's Hourly Rate Schedule
 - a. Consultant's Hourly Rate Schedule is set forth in [Exhibit A](#), "Consultant's Hourly Rates."
 - b. Modifications to Consultant's Hourly Rate Schedule to include out-years beyond the rates identified in Exhibit A will be negotiated by the parties using as a benchmark the prevailing increase for similar Consulting Services in the Central Coast area and are subject to approval as an amendment to the PSA by the OAR.
 - c. Non-Fixed fee Services provided by Subconsultants are subject to approval by the OAR and documented in a Project Agreement. Administrative mark-up by Consultant on Subconsultant invoices is not permitted.
 - d. Where the class of persons authorized to provide specific Services is not designated in a Project Agreement, Services must be provided by a qualified person who is in a class that has the lowest rate of payment among those classes that contain persons who are qualified to provide the Services.
 3. Consultant's Milestone Schedule
 - a. Each Project Agreement must contain a Consultant's Milestone Schedule prepared in accordance with [Part 6, "Consultant's Schedule."](#)



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4. Changes

- a. If, during the term of a Project Agreement, circumstances constituting a material change in scope as described in [Part 4.03, "Changes In Scope"](#), arise, Consultant will be entitled to compensation therefore, within the Total Payment Limit for that Project Agreement. If such changes mean that the scope of the Project Agreement cannot be completed as originally envisioned, then Consultant must immediately inform the OPM and assist OPM in allocating the remaining compensation among the unfinished Services in order to accomplish as much of the original intent as possible within the Total Compensation Limit of the Project Agreement.

5. Prevailing Wages

- a. Consultant acknowledges that some of the work performed on site to support the Services under this PSA may be "public works" within the meaning of California Labor Code Section 1720 and that the requirements of Section 1771, et. seq. apply to such public works. To the extent applicable, Consultant has included (and will include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

6. Errors and Omissions

- a. Consultant must correct errors and omissions in the Contract Documents attributable to Consultant without cost to Owner.
- b. Owner has the right to pursue claims for any errors and omissions caused by Consultant.

11.02 Reimbursable Expenses

- A. When travel is authorized as a reimbursable expense in a Project Agreement, Consultant agrees to comply with the Santa Barbara County travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found in the Capital Projects Division.
- B. When authorized in the Project Agreement, Owner will reimburse Consultant, at cost, for reasonable expenses incurred in the performance of the Services. Only the following expenditures, made by Consultant with Owner's advance written approval, are payable as reimbursable expenses within the Total Compensation Limit of any Project Agreement:
 1. Extra-ordinary "office" expenditures specifically related to executing the scope of work in Project Agreements, including overnight mailing such as Federal Express, and additional copies of Deliverable Documents, over and above those required by the terms of the Project Agreement; and mileage reimbursement to attend meetings beyond those specified in the scope of Project Agreements. Any individual expense in excess of \$10.00 must be supported by a copy of the receipt.
 2. Other reimbursable expenses specifically identified in a Project Agreement.

11.03 Supplementary Services & Deliverables

- A. County may establish a Supplemental Services Allowance (SSA) in a Project Agreement for the performance of services not included within the PA's Scope of Services and Deliverables. Consultant will only commence work pursuant to the SSA following prior, written authorization of County's Project Manager and the Owner's Authorized Representative.



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11.04 Payment

- A. Payment Requests
 - 1. Owner will endeavor to make payments within thirty (30) Days after the OPM's approval of the Consultant's correct Payment Request.
- B. Invoices
 - 1. Consultant will submit Payment Requests on the forms shown in [Exhibit E](#), "Sample Invoice," not more than once each month.
- C. Progress Payments
 - 1. Owner may, at its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.
- D. Neither Consultant, nor authorized subconsultants, may provide services to the Construction Contractor or any Subcontractor pursuant to separate agreement for any part of the Project.

11.05 Release of All Claims

- A. Prior to final payment under any Project Agreement, Consultant must execute and deliver to Owner a release of all claims arising under the Project Agreement, other than such claims, if any, as may be specifically excepted from the release for the reasons and in the amounts stated in the release.

11.06 Timely Billings

- A. Consultant agrees to bill Owner on a timely basis and not later than ninety (90) Days after:
 - 1. Services are performed;
 - 2. Reimbursable Expenses are incurred; or
 - 3. Billings are otherwise due pursuant to the terms of the Project Agreement.
- B. Owner has no liability for payment of, and has sole discretion to pay or decline payment of, any billings submitted after the expiration of this ninety (90) Day period.

11.07 Consultant's Accounting Records

- A. Accounting System & Records Retention
 - 1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years from expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.
- B. Owner's Auditing Rights
 - 1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices affecting the performance or administration of this PSA, or affecting any changes or modifications to this PSA.
- C. Applicability to Subcontracts



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1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts exceeding Ten Thousand Dollars (\$10,000) in value pursuant to this PSA or any modification thereof.

PART 12 - TERM & TERMINATION

12.01 Owner's Rights

A. Termination for Convenience

1. Owner's Authorized Representative may, by written notice to Consultant, terminate all or part of this PSA or any Project Agreement at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work as specified in the notice.
2. If this PSA or any Project Agreement is so terminated, Consultant will be compensated as set forth below.

B. Termination for Breach

1. If Consultant violates any of the covenants or agreements of this PSA or a Project Agreement, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA or any Project Agreement, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from Owner's Authorized Representative specifying such failure or violation, Owner may terminate this PSA and any or all uncompleted Project Agreements.
2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.
3. If, after notice of termination for breach of this PSA or any Project Agreement, it is determined that Consultant did not breach this PSA or the Project Agreement, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment, which is allowed by this PSA for a termination for convenience.

- C. The rights and remedies provided herein to Owner are in addition to any other rights and remedies provided by law, this PSA, or a Project Agreement.

12.02 Consultant's Compensation Upon Termination

- A. In the event of Owner's termination of this PSA or any Project Agreement, Consultant will receive compensation as follows:

1. For fully performed and accepted items of Service, and authorized Reimbursable Expenses pursuant to any Project Agreement, compensation will be in the amount specified in the Project Agreement for that item of Service or expense.
2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.

- B. In no event will the total compensation paid for any item of Service exceed the value specified in the applicable Project Agreement for that item of Service.



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12.03 Delivery of Documents

- A. Upon any termination of this PSA or any Project Agreement, Consultant must furnish Owner all documents and Instruments of Service prepared pursuant to this PSA or such Project Agreement(s), whether complete or incomplete. County shall have the right to use said documents in any manner whatsoever, including without limitation, the right to use them for completion of the project. Consultant may retain a copy for its records.

PART 13 - DISPUTE RESOLUTION

13.01 Consultant's Questions & Concerns

- A. Questions regarding the terms, conditions and Services of this PSA or any Project Agreement will be decided by the Director who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

13.02 Dispute Resolution During Construction

- A. Alternate Dispute Resolution (ADR)
 - 1. Owner intends to use ADR techniques including Partnering and Mediation during Construction.
- B. Consultant and its subcontractors shall participate in all ADR efforts as directed by owner.
- C. The cost of Partnering training facilities and facilitator will be borne by Owner.

13.03 Negotiations Before and During Mediation

- A. Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by Owner and Consultant.

13.04 Mediation

- A. Voluntary Mediation
 - 1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant agree to attempt to resolve the matter by Mediation.
 - 2. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable solution.
 - 3. These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration.
- B. Initiation of Mediation
 - 1. Any party to a dispute or claim may initiate Mediation by notifying the other party or parties in writing.
- C. Request for Mediation
 - 1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.
- D. Selection of Mediator
 - 1. Upon receipt of a Request for Mediation, within fourteen (14) Days, the parties will confer to select an appropriate Mediator agreeable to all parties.



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2. If the parties cannot agree on a Mediator, they hereby agree to accept a Mediator appointed by a recognized association such as the American Arbitration Association.
- E. Qualifications of a Mediator:
1. Any Mediator selected must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
 2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
 3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the parties will confer and decide whether to select another Mediator.
- F. Vacancies
1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the parties agree otherwise.
- G. Representation
1. Any party may be represented by person(s) of their choice who must have full authority to negotiate.
 2. The names and addresses of such person(s) must be communicated in writing to all parties and to the Mediator.
- H. Time and Place of Mediation
1. The Mediator will set the time of each Mediation session.
 2. The Mediation will be held at a convenient location agreeable to the Mediator and the parties, as determined by the Mediator.
 3. All reasonable efforts will be made by the parties and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.
- I. Identification of Matters in Dispute
1. Unless a longer period of time is required by the Mediator, at least ten (10) Days before the first scheduled Mediation session, each party must provide the Mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the Mediator, or otherwise agreed by the parties, the parties may mutually exchange such memoranda.
 2. At the first session, the parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each party to supplement such information.
- J. Authority of Mediator
1. The Mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute.
 2. The Mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement.
 3. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining



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such advice. Arrangements for obtaining such advice will be made by the Mediator or the parties, as determined by the Mediator

4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further efforts at Mediation would not contribute to a resolution of the dispute between the parties.

K. Privacy

1. Mediation sessions are private.
2. The parties and their representatives may attend Mediation sessions.
3. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

L. Confidentiality

1. The Mediator will not divulge confidential information disclosed to a Mediator by the parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.
3. The Mediator must not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.
4. The parties must maintain the confidentiality of the Mediation and must not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
 - a. Views expressed or suggestions made by the other party with respect to a possible settlement of the dispute;
 - b. Statements made by the other party in the course of the Mediation proceedings;
 - c. Proposals made or views expressed by the Mediator;
 - d. Whether the other party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.

M. No Stenographic Record

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

N. Termination of Mediation

1. The Mediation shall be terminated:
 - a. By the execution of a Settlement Agreement by the parties;
 - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
 - c. By a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.

O. Exclusion of Liability

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

P. Interpretation and Application of These Mediation Provisions

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



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Q. Expenses

1. The expenses of witnesses for each party must be paid by the party producing the witnesses.
2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, or the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned as the Mediator finds appropriate or as otherwise agreed to by the parties.

13.05 Compensation for Participation in Mediation

- A. Participation in any Mediation involving Claims by the Construction Contractor, not due to negligence or errors or omissions by Consultant, will be Supplementary Services compensated as provided in [Part 5.05, "Supplementary Services & Deliverables"](#), herein.
- B. Consultant is not entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and Owner arising out of this PSA.

PART 14 - MISCELLANEOUS PROVISIONS

14.01 Capitalization and Formatting

- A. Terms capitalized in this PSA and subsequent Project Agreement include those that are:
 1. Specifically defined; or
 2. Titles of Parts or paragraphs; or
 3. Titles of reports or Deliverables
 4. Titles of other documents.
- B. Unless otherwise indicated, **highlighted**, **emboldened**, *italicized*, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.
- C. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

14.02 Force Majeure

- A. Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees, agents, or representatives.

14.03 Waiver

- A. In the event any provision of this PSA is held to be invalid and unenforceable, the remaining provisions will be valid and binding on the parties.
- B. One or more waivers by either party of any provision, term, condition or covenant will not be construed by the other party as a waiver of a subsequent breach.

14.04 Exclusion of Contractor's Means & Methods

- A. Consultant has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques,



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sequences, or procedure required for the Contractor to perform its Work except as required by [Labor Code §6705](#). Omitted services include but are not limited to:

1. Shoring;
 2. Scaffolding;
 3. Underpinning;
 4. Temporary erection methods and temporary bracing.
- B. Pursuant to [Labor Code §6705](#), no contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the contractor and acceptance by the awarding body or by a registered civil or structural engineer, employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. Consultant is responsible for reviewing submissions provided by the Contractor pursuant to Labor Code [Labor Code §6705](#).

14.05 Timely Approvals

- A. Whenever the approval of Owner or Consultant is required pursuant to this PSA or any Project Agreement, such approval must not be unreasonably withheld or delayed.

14.06 Ownership & Use of Instruments of Service

- A. All Instruments of Service and other materials prepared by Consultant, in whatever media, are the property of Owner. Consultant must provide Owner with such Instruments of Service and materials at appropriate times during this PSA, and on termination or suspension of this PSA or any Project Agreement. Consultant may retain a copy for its records. Consultant does not convey, assign or transfer the intellectual property rights it has so as to limit its ability or right to develop, design or work on other projects of or for its other clients.
- B. In the event Owner desires to re-use the Instruments of Service, in total or in part, on this Project site or any other site, or to complete any incomplete portion of construction documentation, Owner will defend, indemnify, and hold Consultant harmless from any and all claims, loss, damage, defense costs, expense, and other costs resulting from such use of Consultant prepared documents, unless Owner enters into an agreement with Consultant for Services in connection therewith.
- C. Consultant is not entitled to any fees for Owner's use of Instruments of Service unless Owner enters into an agreement with Consultant for Services in connection therewith.
- D. Copies of data exchanged by, through, and between Owner and Consultant that may be relied upon are limited to the printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished, are only for the mutual convenience of the parties. Any risk of translation or reliance on information obtained or derived from the computer-generated material will be at the user's sole risk, and no representations are made, either expressed or implied, as to the long-term performance of data thus transferred.

14.07 Reliance

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



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- B. Consultant and Owner acknowledge that remodeling or rehabilitation work may require visual inspection to verify adequacy of "as-built" conditions and that Consultant cannot be responsible for those conditions not visible without exposing concealed conditions or destructive investigation. If OPM authorizes opening concealed conditions or destructive testing, Consultant will be responsible for accurately documenting the condition of those areas inspected.
- C. Consultant's review of Contractor's Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents.
- D. When the Contract Documents require Contractor to provide professional certification of performance characteristics of materials, systems or equipment, Consultant will be entitled to rely on such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

PART 15 - NOTICES

- A. All notices will be deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as shown in [Exhibit G, "Notices."](#)

PART 16 - LIMITS OF AGREEMENT

- A. This PSA and all fully executed Project Agreements constitute the entire and integrated agreement between Owner and Consultant and supersede all prior negotiations, representations, or agreements, either written or oral, preceding this PSA or any Project Agreement.
- B. This PSA including Project Agreements may be amended only by written agreement signed by Owner and Consultant or as otherwise authorized herein.

PART 17 - EXHIBITS

- A. The following listed Exhibits referred to herein are incorporated in this PSA as though set forth in full:
 - 1. [Exhibit A](#), "Consultant's Hourly Rate Schedule"
 - 2. [Exhibit B](#), "Consultant's Staff & Subconsultants"
 - 3. [Exhibit C](#), "Project Agreement"
 - 4. [Exhibit D](#), "Attachments 1, 2, 3 & 4 to Project Agreement"
 - 5. [Exhibit E](#), "Sample Invoice Format"
 - 6. [Exhibit F](#), "Indemnification And Insurance Requirements"
 - 7. [Exhibit G](#), "Notices"



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PART 18 - SIGNATURES:

IN WITNESS WHEREOF, the parties hereto have entered into this Professional Services Agreement on _____.

“CONSULTANT”:

BFGC-IBI Group Architecture Planning
4115 Broad Street, Suite B6
San Luis Obispo, CA 93401

By: _____
_____ President/Owner

“COUNTY”

County of Santa Barbara

By: _____

CHAIR
BOARD OF SUPERVISORS
County of Santa Barbara

ATTEST:

MICHAEL F. BROWN
CLERK OF THE BOARD

By: _____
Deputy Clerk of the Board

APPROVED AS TO FORM:
DENNIS A. MARSHALL,
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

By: _____

Dept 063 Fund 0030 Program 1930 Account 8700 Project 8688

END OF PART 18
END OF AGREEMENT