

COUNTY OF SANTA BARBARA  
General Services Department - Facilities Services Division  
**PROFESSIONAL SERVICES AGREEMENT**  
for  
Architectural Services

This Agreement, made this 19<sup>th</sup> day of June 2007, by and between the County of Santa Barbara, hereinafter referred to as "COUNTY," and the design firm known as The CBA Partnership, Architects duly licensed under the laws of the State of California to practice Architecture and provide the services described herein, in the State of California and hereinafter referenced as "ARCHITECT," for the following Project: Public Defender Remodel, (hereinafter referenced as "Project"), Project No. 8661/F02002.

ARCHITECT shall perform Architectural Services which shall include the following:

- A. Pre-design Phase (previously completed and not part of this contract)
- B. Schematic Design Phase (previously completed and not part of this contract)
- C. Design Development through Construction:
  - 1. Design Development
  - 2. Construction Documents
  - 3. Cost Estimates
  - 4. Bid and Award
  - 5. Construction Administration

The Estimated Construction Budget for the Project is 3.73 Million Dollars (\$3,730,000).

The services listed above are to be performed as detailed in Article I of this Agreement.

**WITNESSETH:**

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE 1. RESPONSIBILITIES OF ARCHITECT:**

The ARCHITECT will provide the services for the COUNTY Project as described herein and under Attachment A, "Scope of Services." Attachment A is attached hereto and incorporated herein by reference as though here fully set forth. The project address is 1100 Anacapa Street, Courthouse Annex, Santa

Barbara, California, 93101. The size of the proposed building will be approximately 16,000 square feet, and will house the Public Defender offices. The project includes partial demolition, insertion of an elevator, & reconfiguration of 4 existing floors.

**ARTICLE 2. RESPONSIBILITIES OF THE COUNTY:**

The COUNTY shall cooperate with the ARCHITECT on all phases of the work covered by this Agreement and will make available to him/her, upon request, all existing plans, specifications, maps, photographs, reports and other data in possession of the COUNTY covering the Project/site as selected. The COUNTY'S responsibilities shall also include the following items:

- A. The COUNTY will provide information regarding requirements for the Project and construction budget. COUNTY will provide a Project program during the Pre-design Phase. The program will set forth the COUNTY'S design objectives, constraints, and criteria, including site requirements, space requirements and relationships, flexibility and expandability, and special equipment and systems.
- B. The COUNTY will review with the ARCHITECT, the COUNTY'S lines of authority, decision processes, and other procedures regarding the Project. To provide a single reliable source of decisions on the Project, the COUNTY'S designated representative who is authorized to act in the COUNTY'S behalf with respect to this Project is Scott Hosking. The ARCHITECT will accept directives from the above-referenced COUNTY designated representative only and not from other COUNTY employees.
- C. The COUNTY will furnish an accurate land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and floor elevations pertaining to the buildings, other improvements and trees; and information describing existing service and utility lines both public and private, including elevations of surface fixtures and subsurface lines.
- D. The COUNTY will furnish soils data when such data is requested by the ARCHITECT, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions and recommendations, interpretations, and opinions regarding such soil data from the responsible soils engineer. The geotechnical report shall also include foundation design recommendations, site preparation and design recommendations, investigation of geologic

hazards, and if requested by the ARCHITECT, a ground motion study.

- E. The COUNTY will furnish structural, mechanical, chemical, soils, and other laboratory tests, inspections, and reports as required by law or the contract documents.
- F. The COUNTY will provide the necessary forms or models of the COUNTY'S standard construction documents, such as advertisement for bids, information for bidders, bid form, bonds, agreement (construction contract), and the general and special provisions of the construction contract.
- G. The COUNTY will provide a Project schedule at the beginning of the Project showing any fixed dates or durations applicable to the Project (such as, funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines) and shall update this schedule as additional dates and durations become known.
- H. The services, information, surveys, and reports required in items A through G above shall be furnished at the COUNTY'S expense.

**ARTICLE 3. FEE AND PROVISION FOR PAYMENT:**

- A. Fee: The COUNTY will pay the ARCHITECT a fee of THREE HUNDRED THIRTY FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$335,700) which is 9 % of the construction budget based on the schematic design phase performed under separate contract by BJA Architects, plus reimbursable expenses estimated at \$40,000. The Architects fee is based on the \$3.73 million dollar estimated project construction cost which was submitted to the County on September 20, 2006 by BJA Architects. The fee paid to the Architect shall cover all work described in this Agreement and in Attachment A. Fee shall be invoiced based on Attachment B. Any additional applicable hourly rate billings as authorized in Article 4 shall be based on the information contained in Attachment B. Attachment B is attached hereto and incorporated herein by reference as though here fully set forth. Each portion of the Project let separately on a segregated bid basis shall be considered a separate Project only for the purpose of determining the fee for services for Design Development through Construction Administration in accordance with the Schedule of Fees in Attachment B.

- B. Reimbursements: In addition to the basic fee in Paragraph 3.A., the ARCHITECT shall be reimbursed only for indirect and reimbursable expenses specifically identified and listed with a cost in Attachment B and shall not be in excess of the amounts set forth in Attachment B.
- C. Records: The ARCHITECT shall keep records concerning payment items on a generally recognized accounting basis and make such records available to the COUNTY for audit or inspection upon request. Reasonable records of financial activity shall be maintained for a period of four (4) years following completion of the work assigned. Such records shall be available for COUNTY inspection or audit by COUNTY employees or independent agents during reasonable business hours.
- D. Payments: COUNTY shall process once each month and pay ARCHITECT'S invoices within thirty (30) days. Invoices must be referenced by Board Contract Number or Purchase Order Number, whichever is applicable.

**ARTICLE 4. PAYMENT FOR EXTRA WORK, CHANGES, OR EXPENSES:**

- A. Compensation for extra work, changes, or expenses shall be in addition to the amount set forth in Article 3 above. Actual cost shall be based upon hourly rates and other information as set forth in Attachment B.
- B. No extra work shall be done unless approved in advance in writing by COUNTY'S Representative.
- C. Compensation for extra work is conditioned on the execution by the parties of a written amendment to this Contract, and, if necessary, the approval of the Board of Supervisors.
- D. ARCHITECT shall be compensated at the rates set forth in Attachment B for time spent on the project beyond the construction end date, with the exception of punch list and warranty items per Contract, unless such delay is caused by ARCHITECT.

**ARTICLE 5.        CONSTRUCTION COST:**

A.        Definitions:

1.        **Construction Budget:** Means the COUNTY’S statement of funds available for the cost of construction work. The construction budget does not include the compensation of the ARCHITECT and the ARCHITECT’S consultants, the cost of the land, rights of way, or other costs which are the responsibility of the COUNTY as provided in Article 2. **The Construction Budget for the Project was determined by the estimated project construction cost performed by BJA Architects.**
2.        **Estimated Project Construction Cost:** Means the ARCHITECT’S estimate for the entire Project's current cost of construction. It includes the major categories of work with such significant subdivisions of cost as may be indicated by the construction specifications categories, and the type, size, and complexity of the Project.
3.        **Designated Cost Index** is derived from Means Building Data for the current calendar year. The Means City Cost Index used shall be the City Cost Index weighted average for Santa Barbara, CA.
4.        **Approved Estimate:** Means the latest estimated Project construction cost approved in writing by the COUNTY, as adjusted to the designated cost index.
5.        **Project Construction Cost:** Means the construction cost of the Project based on actual bids.

B.        Responsibility for Construction Cost:

Funding for the estimated Project construction cost, prepared and submitted by the ARCHITECT, is conditioned and becomes effective only following approval of the COUNTY Representative, and, if applicable, the Santa Barbara County Board of Supervisors, at which time it becomes known as the "Construction Budget." The Means City Cost Index (MCCI) is recognized as the official cost index, and the ARCHITECT is to use this index in the preparation of construction cost submittals, with appropriate adjustments calculated on current costs in COUNTY, based on the date of estimate.

The ARCHITECT will contract at its own expense with a qualified independent cost estimator approved in writing in advance by COUNTY. The cost estimator shall perform an estimate of the cost of constructing the Project as designed. The cost estimator shall not be an employee of the ARCHITECT or any other consultant on the Project, nor is the estimator to be an employee of the COUNTY. In the event that the individual cost estimate exceeds the Construction Budget by more than 10%, the ARCHITECT, at its sole expense, shall redesign the Project to conform to the Construction Budget.

1. If the Estimated Project Construction cost for the construction documents phase exceeds the construction budget, the COUNTY may at its discretion:
  - a. Give written approval of an increase in the Construction Budget;
  - b. Authorize the solicitation of bids, reserving its rights under item c below; or,
  - c. Require the ARCHITECT, at the ARCHITECT'S expense, to revise the scope of the Project or its quality, or both, in such ways as the COUNTY may approve, in order to reduce the Estimated Project Construction cost to the amount of the Construction Budget.
  
2. If the lowest responsible base bid exceeds the approved estimate by more than ten percent (10%), the COUNTY may, at its discretion:
  - a. Require the ARCHITECT, at ARCHITECT'S expense, to modify the Project design and the construction documents, subject to approval by COUNTY, in order to reduce the Estimated Project Construction cost to within the Construction Budget; and/or all modifications required pursuant to this paragraph shall be completed within a reasonable time, but in no case longer than two (2) months, as required by COUNTY.
  
  - b. Authorize re-bidding of the Project within a reasonable time.

3. The ARCHITECT shall notify the COUNTY in writing if in his/her opinion directives by the COUNTY to revise scope, features, equipment, materials, finishes or other additions or revisions to the design will increase the Estimated Project Construction cost. If these increases cause the bids to exceed the construction budget, the ARCHITECT will be compensated to revise the documents per Article 4.
4. The cost of including the Arts Commission items is not to be included in the construction costs in determining if the bids have exceeded the construction budget by 10%.

**ARTICLE 6. CODE COMPLIANCE:**

- A. California Code of Regulations. It is the responsibility of the ARCHITECT to assure that the design of the Project complies with all applicable design and construction standards set forth in the California Code of Regulations, including but not limited to Title 8, 17, 19, 21, 22, and 24. The ARCHITECT shall prepare and submit a code analysis report to the COUNTY at the Design Development phase. The report shall provide a complete listing of all applicable codes, ordinances, and regulations in effect at that time. If the awarding of construction contracts or commencement of construction occurs for any phase of the project after the acceptance of implementation of new code requirements that require any updates of revisions to the documents or designs by the ARCHITECT, the ARCHITECT will be compensated per the fee schedule in Attachment B as a separate scope of work.
- B. Working Drawings. The currently adopted Uniform Building Code (UBC), published by the International Conference of Building Officials (ICBO), will be used to plan check the working drawings for this Project.
- C. Other Applicable Codes. Construction work on COUNTY projects shall comply with the most recent State-adopted codes, National Fire Protection Association (NFPA), Life Safety Code, Fire Protection Code, and the Health and Safety Code.
- D. Persons With Disabilities. All facilities must be accessible to, and usable by, persons with disabilities. Construction will comply with current standards established by the Office of the State Architect, Access Compliance Section and Federal ADA Accessibility Guidelines (ADAAG). Where the standards established by the Office of the State Architect conflict with the Federal ADAAG, the

ARCHITECT shall comply with the Office of the State Architect Guidelines.

**ARTICLE 7. AGENCY REVIEWS:**

The COUNTY is subject to the building codes and regulations of local political subdivisions referred to in Article 6, and shall obtain any related building permits. Liaison with local utilities, fire-fighting and alarm systems, and compliance with roadway standards is required. This interface will be handled by the COUNTY, its designated representatives, and supported by the ARCHITECT. The COUNTY will submit applications for agency approval for all projects, and will arrange all meetings with these agencies. ARCHITECT or their staff shall not discuss projects with representatives of government agencies or public utilities unless a representative of the COUNTY is present or they have been given specific instructions on matters to be discussed.

A. Specific Agency Review. Review and approval of drawings by the following agencies is required at both the working drawing level, unless otherwise noted:

1. CITY Architectural Review Board and the Historical Landmarks Committee (courtesy reviews only).
2. CITY Fire Department.

As an included service, the ARCHITECT will be responsible for attending any meetings of the agencies listed above, or any other agency having authority over the Project; to review the project, when requested by the COUNTY; and for making any changes required by the agencies in order to obtain approval of the construction contract documents and/or drawings.

B. Independent Review. An independent structural and code compliance review of the County plans may be submitted to the ICBO. All communications with the ICBO are subject to limitations as described above for public agency approvals.



**ARTICLE 8.**

**TERMINATION, SUSPENSION, OR ABANDONMENT OF AGREEMENT:**

A. COUNTY shall have the right to terminate this Agreement, with or without cause, upon giving a thirty (30) day written notice of such termination to the other party. In the event of the termination of this Project in its entirety, notwithstanding any other fee provision of this Agreement, the COUNTY, based upon work accomplished by the ARCHITECT prior to notice of such termination, shall determine the amount of fee to be paid to the ARCHITECT for his service based upon provisions in Attachment B, together with reimbursement then due, less all payments previously made by the COUNTY to the ARCHITECT under this Agreement, and less any damages suffered or reasonably expected to be suffered by the COUNTY due to the ARCHITECT'S breach or failure to perform. Such findings of the COUNTY shall be final and conclusive as to the amount of such fee.

In no event shall COUNTY be liable in any manner for consequential damages or extended overhead or any similar expenses or for any unrealized profit which might have been made by ARCHITECT had ARCHITECT completed the services required by this Agreement. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

B. In the event of termination of any portion of this Project, the ARCHITECT shall be entitled to the reasonable value of his services up to the date of the termination, as determined by the COUNTY. COUNTY'S determination shall be final and conclusive as to the amount of fee due and owing. In ascertaining the amount of compensation hereunder, consideration shall be given to both completed work and work in process but shall not exceed the fee as set forth in this Agreement. All work, charts, plans, records, and other documents pertaining to the Project which are in the possession of the Architect shall be delivered promptly to the COUNTY upon termination of this Agreement.

**ARTICLE 9.**

**TERM:**

The term of this Agreement shall commence on the [19<sup>th</sup> day of June 2007](#). An initial completion schedule clearly delineating all important increments and review dates as shown in Attachment C. Attachment C is attached hereto and incorporated herein by reference as though here fully set forth. This Agreement shall terminate as set forth in Attachment C unless terminated earlier as provided herein.

**ARTICLE 10. CONFLICTS OF INTEREST:**

No member, official, or employee of the COUNTY during his tenure, or for one (1) year thereafter, shall have any personal interest, direct or indirect, in this Agreement or the proceeds thereof. No party hereto shall take any action which is inconsistent with the provisions of this Article.

**ARTICLE 11. OWNERSHIP OF DATA, DRAWINGS, AND OTHER DOCUMENTS:**

- A. Ownership: The ownership of all data collected for use by the ARCHITECT under this Agreement, together with working papers, drawings, and other material necessary for a complete understanding of the plans/Project and necessary for their practical use/implementation shall be vested in the COUNTY. Ownership of original data, drawings, documents, reports, etc., shall be vested in the COUNTY. Vesting of ownership, as described in this paragraph, shall occur upon payment of fees and reimbursable expenses due the ARCHITECT, whether such documents and materials are complete or incomplete.
  
- B. Copies: The ARCHITECT may retain a copy of all instruments of service for his own use. The ARCHITECT shall provide to the COUNTY three (3) copies (unless otherwise noted in this Agreement) of all documents required to be submitted for each phase as outlined in Attachment A, and at ninety-five percent (95%) completion, to the COUNTY as part of this Agreement. At completion of the Project, or upon written request by the COUNTY, all ARCHITECT data, drawings, documents, reports, etc., relative to the Project shall be delivered to the COUNTY as part of this Agreement.
  
- C. Use of Documents: COUNTY shall thereupon assume the right and privilege to utilize for any purpose whatsoever any completed or incomplete data, drawings, specifications, estimates, reports, etc., or other contract documents which were prepared by the ARCHITECT under this Agreement regardless of continuation, suspension or termination of the Project or the services of the ARCHITECT. In the event the COUNTY elects to reuse documents on another project without employing the services of the ARCHITECT who prepared these documents, the COUNTY shall defend, indemnify, and save harmless the ARCHITECT, its officers, agents, owners, and employees.

**ARTICLE 12. RECORDS, AUDIT, AND REVIEW:**

ARCHITECT shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of ARCHITECT'S profession and shall maintain such records for at least four (4) years following the termination of the Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during ARCHITECT'S regular business hours or upon reasonable notice.

**ARTICLE 13. COVENANT AGAINST CONTINGENT FEES:**

- A. Warrant: The ARCHITECT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure the Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ARCHITECT, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award of making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.
- B. Current or Future Interest: The ARCHITECT maintains no agreement, employment, or position which would be in conflict with the duties to be performed for the COUNTY under this Agreement. The ARCHITECT further agrees that, during the term of this Agreement, the ARCHITECT will not obtain, engage in, or undertake any interest, obligation, or duty which would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Agreement.

**ARTICLE 14. CONTRACT PERSONNEL:**

The work to be done pursuant to this Agreement shall be managed by [The CBA Partnership, Architects](#) and such other personnel in the employ or under the supervision of the ARCHITECT who are expressly approved in writing by the COUNTY. The official who shall be vested with the right of approval of such additional personnel or outside contracting parties shall be the Director of General Services or the designated representative. The COUNTY reserves the right to reject any of the ARCHITECT'S personnel or proposed outside consultants and the COUNTY reserves the right to require that acceptable replacement personnel be assigned to the Project.

To the extent deemed necessary by the ARCHITECT, the ARCHITECT shall employ mechanical, electrical, structural, and civil engineers licensed as such by the State of California and such other consultants necessary for the provision of services under this Agreement. The ARCHITECT shall submit, for approval by the COUNTY, the names of consultants for each professional element of service of the Project. The ARCHITECT shall have the right to change consultants with COUNTY approval. Nothing in the foregoing shall create any contractual relation between the COUNTY and any consultants employed by the ARCHITECT under terms of this Agreement. The ARCHITECT is responsible for the performance of consultants as if it rendered such performance itself.

**ARTICLE 15. INDEMNIFICATION:**

- A. ARCHITECT shall indemnify, and save harmless the COUNTY, its officers, and employees from any and all reasonable claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities to the extent arising out of any negligent act, error or omission of the ARCHITECT or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the negligence or willful misconduct of the COUNTY. With respect to any and all claims, demands, damages, costs, expenses (including attorney's fees), judgements or liabilities arising from the joint or concurrent negligence of ARCHITECT and the COUNTY, each party shall assume responsibility in proportion to the degree of its respective fault as determined by a court of competent jurisdiction or by mutual agreement of the parties.
  
- B. ARCHITECT shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

**ARTICLE 16. INSURANCE:**

- A. Without limiting the ARCHITECT'S indemnification of the COUNTY, ARCHITECT shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of not less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place ARCHITECT in default.

Upon request by the COUNTY, ARCHITECT shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. **Worker's Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all ARCHITECT'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation except ten (10) days notice for non-payment of premium. In the event ARCHITECT is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by Department of Industrial Relations for State of California. This provision does not apply if ARCHITECT has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and ARCHITECT submits a written statement to the COUNTY stating that fact.
  
2. **General and Automobile Liability Insurance.** The general liability insurance shall include personal injury liability coverage, shall afford coverage for all premises and operations of ARCHITECT and shall include contractual liability coverage for this Agreement between COUNTY and ARCHITECT. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles which are operated on behalf of ARCHITECT pursuant to ARCHITECT'S activities hereunder. COUNTY, its officers, employees, and agents shall be named as Additional Insured on any policy. A copy of the endorsement evidencing that the COUNTY has been added as a named additional insured on the policy must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COUNTY shall

be given thirty (30) days written notice prior to cancellation except ten (10) days notice for non-payment of premium.

3. **Professional Liability Insurance.** Professional liability insurance shall include coverage for the activities of ARCHITECT'S professional staff with a combined single limit of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate for bodily injury and property damage. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, except ten (10) days notice for non-payment of premium.

B. ARCHITECT shall submit to the office of the designated COUNTY representative certificate(s) of documenting the required insurance as specified above prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated COUNTY representative as a condition precedent to any payment by COUNTY under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the ARCHITECT.

C. The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on revised standards of indemnification or insurance by the COUNTY, changed risk of loss, in light of past claims against the COUNTY or inflation. Any such change of provisions for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

**ARTICLE 17. INDEPENDENT CONTRACTOR:**

ARCHITECT shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. ARCHITECT understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance retirement, unemployment insurance, workers' compensation and protection of tenure.

**ARTICLE 18. NON-DISCRIMINATION:**

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

**ARTICLE 19. ENTIRE AGREEMENT AND AMENDMENT:**

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

**ARTICLE 20. LAW GOVERNING:**

This Agreement shall be governed by the laws of the State of California.

**ARTICLE 21. ASSIGNATION OF CONTRACT:**

Neither the COUNTY nor the ARCHITECT shall assign, sublet, or transfer any right, privilege, or interest in this Agreement or any part thereof without prior written consent of the other. However, nothing in this Agreement shall restrict the COUNTY from obtaining the same or similar service through COUNTY employees, other architects, other resources, or by arrangements with other agencies. The ARCHITECT may engage in similar activities to the extent that such work does not conflict with the proper performance of services to the COUNTY under this Agreement.

**ARTICLE 22. COMMUNICATION:**

Communications between the parties to this Agreement may be sent to the following addresses:

COUNTY:

ATTN: **Scott Hosking**  
County of Santa Barbara  
General Services Department  
Facilities Services Division  
1105 Santa Barbara Street, East Wing, 2<sup>nd</sup> Floor  
Santa Barbara, CA 93101

ARCHITECT:

ATTN: [Gabriel Baron, IA AIA](#)  
[The CBA Partnership, Architects](#)  
[1018 South Santa Anita Avenue, Suite 1](#)  
[Arcadia, CA 91006](#)



ACCEPTED AND AGREED this day of \_\_\_\_\_, 2007.

"ARCHITECT"

By: \_\_\_\_\_  
Gabriel Baron, IA AIA

By: \_\_\_\_\_  
John Cambianica, AIA

"COUNTY"  
COUNTY OF SANTA BARBARA

ATTEST:

By: \_\_\_\_\_  
BROOKS FIRESTONE, CHAIR  
BOARD OF SUPERVISORS

By: \_\_\_\_\_  
MICHAEL F. BROWN  
CLERK OF THE BOARD

APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING FORM:

By: \_\_\_\_\_  
STEPHEN SHANE STARK  
COUNTY COUNSEL

By: \_\_\_\_\_  
ROBERT W. GEIS, CPA  
AUDITOR-CONTROLLER

APPROVED AS TO INSURANCE FORM:

By: \_\_\_\_\_  
RAY AROMATORIO  
RISK PROGRAM ADMINISTRATOR

## ATTACHMENT A

### SCOPE OF SERVICES

#### 1. SCOPE OF SERVICES

Architect selected to perform services for the COUNTY will be expected to adhere to the following required guidelines and procedures:

#### 2. DEFINITIONS

**2.1** **ARCHITECT:** The ARCHITECT is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture who has entered into an AGREEMENT with the COUNTY to serve as ARCHITECT and is referred to throughout the contract documents as if singular in number and neutral in gender. The term ARCHITECT means the ARCHITECT or its authorized representative.

**2.2** **Designated Representative:** The designated representative is the person or entity who has been identified in writing by the COUNTY to serve as its official representative and is referred to throughout the contract documents as if singular in number and neutral in gender.

**2.3** **Construction Contractor:** The construction contractor is the duly licensed person or entity engaged by the COUNTY to construct the Project and is referred to throughout the contract document as if singular in number and neutral in gender. The term contractor means the contractor or its authorized representative. It is the duty of the contractor to construct the Project to comply with all procedures established and implemented by the designated representative and approved by the COUNTY as stated in the construction contract.

**2.4** **Directed, requested, etc.:** Where not otherwise explained, terms such as “directed,” “requested,” “authorized,” “selected,” “approved,” “required,” “accepted,” and “permitted” mean “directed by the ARCHITECT or designated representative,” “requested by the ARCHITECT or designated representative,” etc. However, no such implied meaning will be interpreted to extend to the ARCHITECT or designated representative’s responsibility in the contractor’s area of construction supervision.

**2.4.1** ARCHITECT shall not approve any submittal unless it complies with the design documents and all applicable standards. Approval shall signify that a submittal so complies.

2.4.2 Approval, where required for an item, shall be obtained by the contractor from the ARCHITECT through the designated representative in writing.

2.5 Suitable, reasonable, proper, correct, and necessary: Such terms shall mean as suitable, reasonable, proper, correct or necessary for the purpose intended as required by the contract documents, subject to the judgment of the designated representative.

### 3. GENERAL

3.1 **Coordination:** In the performance of the ARCHITECT'S services under this AGREEMENT, the ARCHITECT agrees that it will maintain such coordination with COUNTY officials as may be requested and desirable, including primary coordination with the COUNTY'S designated representative in the Department of General Services, Facilities Services Division. The ARCHITECT shall assist the COUNTY as required in fulfilling requirements set forth by appropriate authorities and funding agencies whose interests bear on the design, cost, and construction of the Project. The ARCHITECT shall abide by all regulations imposed by the appropriate authorities and funding sources (e.g., auditing requirements and payroll affidavits). The ARCHITECT shall cooperate with other professionals employed by the COUNTY for design of other work related to the Project. The ARCHITECT shall consult, to the extent required by the COUNTY, with authorized employees, agents, and/or representatives of the COUNTY relative to the design and construction of the Project.

3.2. **Administration:** The ARCHITECT shall provide all required personnel, supervision, and supplies in a timely manner to adequately perform the responsibilities, as set forth in this AGREEMENT, in a reasonable and competent manner. It is the responsibility of the ARCHITECT to obtain and administer the employment of personnel having the background, training, and experience to perform the work; to coordinate and arrange the schedules; to withhold for FICA and Federal and State unemployment payments; and to review and assure the maintenance of any necessary licenses, certificates, memberships, and other qualifications necessary for the services to be provided.

3.3 **Quality of Service:** The ARCHITECT is responsible for reasonable and customary professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the ARCHITECT under this AGREEMENT. The ARCHITECT shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the designs, drawings, specifications, reports, and other services.

**3.4**            **Post-approval Responsibility:** The COUNTY'S approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the ARCHITECT of responsibility for the technical adequacy of its work. Neither the COUNTY'S approval, acceptance, or payment for any of the services shall be construed as a waiver of any rights under this AGREEMENT or of any cause for action arising out of the performance of this AGREEMENT.

**3.5**            **Schedules.** To ensure a smooth progression in the administration of the Project, and to meet certain inevitable deadlines, schedules for the conduct of the work are required. If the ARCHITECT realizes that a deadline cannot be met, prompt notice in writing to the designated representative regarding the impending delay is expected. If, in COUNTY'S estimation, circumstances warrant, an extension of time may be granted. The ARCHITECT will also be entitled to an extension of time for delays attributable to the COUNTY, when such delays will cause a departure from the originally approved schedule. A preliminary schedule of Project activities is detailed in Attachment C to this AGREEMENT.

**3.6**            **Minutes and Reports:**

**3.6.1**          **Minutes.** The ARCHITECT is required to prepare typewritten minutes of all meetings with representatives of the COUNTY within two (2) days of the meeting. The designated representative will review, revise if necessary, approve, and return the minutes to the ARCHITECT. ARCHITECT shall, within two (2) days of receiving approved minutes from the designated representative furnish one (1) copy thereof to each person in attendance, revised per COUNTY'S direction. [Minutes may be distributed via email if desired by Architect.](#)

**3.6.2**          **Reports.** A monthly progress report, which is to be submitted by the ARCHITECT to the designated representative, is to include the following information:

- \* The current phase of the Project (design development, construction document, etc.).
- \* The time allotted in the AGREEMENT for that phase.
- \* The milestones within that time frame and their scheduled completion dates.
- \* The percentage of work completed on the current milestone task(s) as of the report date.
- \* Any deviations from the approved construction documents.

**3.7**            **Design Change Authorization.** Under some circumstances, extra services may be required of the ARCHITECT. Authorization for extra services shall be conveyed to the ARCHITECT in writing by designated representative. A written design change authorizes the ARCHITECT to commence with the design change immediately. Contract amendments are used to incorporate design changes that directly affect the AGREEMENT between the COUNTY and the ARCHITECT, such as change in time of service, change in Project scope, or change of budget. Additional payments to the ARCHITECT will be authorized simultaneously by the same contract amendment.

**3.8**            **Data Review.** The ARCHITECT shall review site surveys; existing record documents; seismic data; mechanical, soils, and other test reports; environmental documents; etc., furnished to the ARCHITECT pursuant to Article 2 of this AGREEMENT. After also examining the site, ARCHITECT shall advise the COUNTY as to whether such data are sufficient for purposes of design or whether additional data are needed and, if so, recommend the manner in which it be provided.

**3.9**            **Compliance.** The ARCHITECT shall prepare construction documents in compliance with applicable requirements of all laws, codes, rules, regulations, ordinances, and standards, including, but not limited to, those specified in Article 6 and Article 7 of this AGREEMENT.

**3.10**          **Submittal Review.** All submittals from the COUNTY or the contractor must be reviewed by the ARCHITECT and returned within fifteen (15) calendar days except as otherwise specified by the COUNTY.

**4.            PREDESIGN PHASE**

**4.1           General**

**4.1.1**        ARCHITECT shall review the 95% complete Functional/Operational and Architectural Program (hereafter Program) provided by others; attend a maximum of two program review meetings; and provide input as required to insure that the final Program document describes the COUNTY’S design objectives, constraints, and criteria in a manner that can be utilized as a basis for the project design.

**5.            SCHEMATIC DESIGN PHASE**

**5.1           General**

**5.1.1**        The ARCHITECT shall evaluate the final Program to ascertain the requirements of the Project and shall review his or her understanding of such requirements with

the designated representative. The ARCHITECT shall prepare a preliminary evaluation in writing of the Program and the construction budget, each in terms of the other. The ARCHITECT shall review alternative approaches to design and construction of the Project with the designated representative.

**5.1.2** Upon written authorization by the COUNTY to proceed, the ARCHITECT shall prepare, for approval by the COUNTY, schematic design studies incorporating the Program requirements and including:

- \* Site plans, floor plans, elevations, sections, perspectives, interior renderings, and other drawings, or graphic material as necessary to describe the Project;
- \* Outline specifications indicating architectural, structural, mechanical, and electrical systems and materials proposed; and,
- \* A tabulation of both gross and assignable floor areas as compared to the initial Program area requirements. Schematic studies shall be revised until an acceptable design concept has been approved by the COUNTY.

**5.1.3** The ARCHITECT shall prepare and submit for COUNTY approval a written Estimated Project Construction cost.

**5.2** **Design Responsibility.** The following are minimal requirements for all building projects. Drawings and other material produced or collected by ARCHITECT at this phase may be used in the presentation to the COUNTY and may be photographed for presentation to the Board of Supervisors for their approval as required.

**5.2.1** **Project Requirements.**

- \* Site Utilization Plan (Scale: 1" = 40'0").
- \* Depict overall dimensions of proposed building(s).
- \* Locate, outline, and identify existing structures on site within a radius of at least three hundred (300) feet measured from the exterior walls of the proposed building. Indicate easements, rights of way, and future roads.
- \* Indicate all outdoor features (i.e., parking areas, streets, fire hydrants, paved areas, walks, stairs, retaining walls, handicapped access, etc.) with building floor elevations and elevations of major outdoor features noted.
- \* Include section(s) of site, if necessary, to explain changes in level in the proposed building as related to the site.

- \* Floor Plans (Scale: Not less than 1/8" = 1'0").
- \* Indicate location, sizes, and names of all programmed spaces and other required gross area spaces, including corridors, stairs, toilets, custodial and mechanical areas, and storage rooms.
- \* Indicate overall dimensions of each major area of the building(s).
- \* Elevations and Sections (Scale: Not less than 1/8" = 1'0").
- \* Show all principal elevations of the building(s). Indicate grades and other exterior features. Provide floor-to-floor dimensions.
- \* Include sections as necessary to explain the structure and any unusual features of design.
- \* Area Tabulation. Tabulate assignable (ASF) and overall gross square foot (OGSF) areas. Develop a space-by-space comparison of schematic design assignable areas with the detailed Project program assignable areas. Tabulations should be by floors and include totals for the building. Efficiency ratios (ASF/OGSF) must also be calculated.

**5.2.2**      **Estimated Project Construction Cost.** The [estimated project construction cost](#) will be developed from the completed schematic documents and general description of the structure and be based on [labor and material costs prevailing in Santa Barbara County](#). The method of estimating should be appropriate to the type and scale of the Project. Any unusual items of cost should be brought to the attention of the COUNTY at this time.

**5.2.3**      **Outline Specifications.** The general description will include information pertaining to site, structure, and type of construction. Include brief descriptive statements regarding plumbing, heating, ventilating and air conditioning, and electrical portions of the facility, as well as any unusual features of design. The Construction Specifications Institute (CSI) format is to be used in outline fashion.

**5.2.4**      **Presentation Drawings.** Prepare one in-house color sketch perspective to convey the overall design to the COUNTY. A normal (eye-level) view of the structure is preferred, but, in some instances, a "birds-eye" view may be needed to convey the full scope of the Project. Landscape features of the site development should be shown in a realistic manner, but should not obscure the structure. The above is to be completed if exterior work exists. One (1) copy of all floor plans, elevations, and other drawings must be rendered and mounted on heavy 30" x 40" boards for ease of presentation and later exhibition by the COUNTY. A minimum of six (6) prints/copies of all schematic drawings, specifications, area calculations, and cost estimates will be required for approval.

**5.2.5** **Projects Other than Building Projects.** Certain projects which involve site development, interior design, or infrastructure items of work will require drawings which do not compare with those produced for building type projects. When the projects falls into such categories, the extent and type of schematic presentation material must be discussed with the COUNTY before design work begins.

## **6. DESIGN DEVELOPMENT PHASE**

**6.1** **General:** Based on the approved schematic design documents, any directives by the COUNTY with respect thereto, and any adjustments authorized by the COUNTY in the program or construction budget, and upon written authorization to proceed with the design development phase, the ARCHITECT shall prepare, for approval by the COUNTY, design development documents consisting of drawings, outline specifications, and narratives as necessary to fix and describe the size and character of the entire Project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate.

The ARCHITECT shall prepare and submit for COUNTY approval the design criteria for the structural, mechanical, and electrical systems including structural loading, lighting levels, and other applicable data. The ARCHITECT shall prepare and submit to the COUNTY an analysis report of the codes applicable to the design of the Project. The report shall provide a complete listing of all applicable codes, ordinances, and regulations; and a description of the fire and life safety design criteria for the Project. The ARCHITECT shall prepare and submit an energy analysis of the Project. The Project shall conform to the policies in the County of Santa Barbara's Energy Element as adopted by the Board of Supervisors incorporated by reference. The ARCHITECT shall prepare and submit for COUNTY approval a current Estimated Project Construction cost.

**6.2** **Design Responsibilities.** The following requirements are minimal for all building projects. The COUNTY will require several sets of design development drawings, usually eight (8) to twelve (12) prints.

### **6.2.1** **Project Requirements.**

#### **6.2.1.1** **Site Plan** (Scale: 1" = 40'0").

- \* Overall dimensions of proposed building(s).
- \* Existing and proposed contours at 1'0" intervals. COUNTY to provide topo and survey to scale in Autocad.



- \* Method of general drainage of the site as affected by the proposed building.
- \* Floor and grade elevations including those for stairways, walls, terraces, etc.
- \* COUNTY location (key) plan.

**6.2.1.2**      **Floor Plans** (Scale: Not less than 1/8" = 1'0").

- \* Location of doors and windows. Indicate door swings. Indicate area fire separations.
- \* Location of all plumbing fixtures such as lavatories, floor drains, water closets, urinals, service sinks, drinking fountains, fire hose cabinets, fire extinguishers, and sprinkler systems as required.
- \* Indicate all principal built-in features such as fixed auditorium seats, kitchen equipment, display cases, counters, shelves, lockers, etc.

**6.2.1.3**      **Elevations and Sections** (Scale: Not less than 1/8" = 1'0").

- \* All elevations for the building will show windows, doors, vents, stairs, platforms, retaining walls, etc. Indicate grades, paved areas, etc.
- \* Indicate floor, ceiling, and window sill heights.
- \* Include longitudinal and transverse sections for each major area, indicating floor elevations, finish exterior grades, ceiling heights, pipe chases, unexcavated areas, basement and area-ways, roof lines, and parapets.
- \* Reference all sections and elevations to building plans.
- \* Include larger scale drawings (1/4") indicating special design features with notes related to materials and design.

**6.2.1.4**      **Interior Details.**

- \* Detail plans, sections, and elevations should be drawn at not less than 1/4" = 1'0" scale.
- \* Specialty space types including, but not limited to, the following should be thoroughly studied in all respects to illustrate the details clearly for review by the COUNTY:

Toilet rooms, kitchen/lunchroom space, and any spaces identified by the Program that have unusual technical requirements.

- \* Include an interior finish schedule which indicates, in general terms, all floor, wall, and ceiling finishes.

**6.2.1.5**      **Area Tabulation.** Revise schematic area tabulation.

**6.2.1.6**      **Outline Specifications.** The outline specifications produced under the schematic design phase should be corrected and expanded as required to reflect the completion of preliminary drawings.

**6.2.1.7**      Intentionally Left Blank

**6.2.1.8**      **Mechanical and Electrical Requirements.**

**6.2.1.8.1**     **Site Plan** (Scale: Same as architectural site plan). Indicate exterior utility lines from point of connection to existing utilities to the building.

**6.2.1.8.2**     **Floor Plans** (Scale: Not less than 1/8" = 1'0") will include the following:

- \* Plumbing. Indicate main wastes and vents, as well as all service mains, including water, air, gas, vacuum, etc. Indicate all pieces of equipment, showing location and required piping connections including pumps, tanks, generators, PRV's, etc.
- \* Heating, ventilating, air conditioning, and high-temperature water fitting. Indicate all service mains, including high-temp water supply and return, domestic hot water, chilled water, industrial water, etc. Indicate all air handling equipment and single line duct runs to all outlets including supply and exhaust fan systems, fume hoods, etc. Indicate all pieces of equipment, showing location and required piping connections including pumps, tanks, etc.
- \* Electrical. The power and signal layouts should be shown on one set of drawings and the lighting layouts on a different set of drawings using standard symbol conventions. Indicate single line electrical distribution diagram showing primary service to substations and secondary service to distribution switchboards, motor control centers, and panelboards for power and lighting. This should include and show the point of connection to external utilities; i.e., high voltage, telephone, and all signal systems. Indicate each load center unit substation, motor control center, distribution and switchboards, telephone equipment rooms, and closets. Indicate type and locations of lighting fixtures in typical offices, laboratories, corridors, examination rooms, etc., and use a schedule for detail.

**6.2.1.8.3** **Drawings of Equipment Rooms** (Scale: Not less than 1/4" = 1'0") shall indicate the layout of equipment to assure adequate space allowance. Include elevations of built-up fan units to assure proper air flow and access to component parts of the units. Telephone/data equipment rooms shall conform to the requirements of the Data Services Division of the General Services Department.

**6.2.1.8.4** **Outline Specifications and Descriptions of Materials, Equipment, and Systems** shall include an analysis of mechanical and electrical systems. Include with submission a brief and summary analysis of the principles of operation of the heating, ventilating, and air conditioning system and its controls. The analysis should consist of schematic diagrams and written material. Provide alternate energy efficient systems with comparative costs for construction, operation and maintenance.

**6.2.1.8.5** **Utilities**, the design shall include connection to existing system and all new or reused systems.

## **7. CONSTRUCTION DOCUMENTS PHASE**

**7.1** **General**. Based on the approved design development documents (including the estimated Project construction cost), any directives by the COUNTY with respect thereto, and any further adjustments in the scope or quality of the Project, and upon written authorization to proceed with the preparation of construction documents, the ARCHITECT shall prepare, construction documents consisting of drawings and specifications setting forth in detail the requirements for the construction of the entire Project. The construction documents shall be consistent with the approved construction budget and any other standard documents furnished by the COUNTY. The construction documents shall be consistent with the general provisions of the construction contract. A copy of the general provisions can be obtained through the designated representative. Upon fifty percent (50%) and ninety percent (90%) completion of construction documents, the ARCHITECT shall submit for COUNTY review and comment copies of the construction documents and structural calculations. Upon completion of schematic design, and at fifty percent (50%) and seventy-five percent (75%) completion of construction documents, the ARCHITECT shall prepare and submit for COUNTY approval a current Estimated Project Construction cost. **If the cost estimate is not in line with the Construction Budget at the seventy-five percent (75%) construction document completion mark, the ARCHITECT will be required to perform the Estimated Project Construction cost at ninety percent (90%) completion of construction documents.**

The ARCHITECT shall review the COUNTY'S standard bid documents and complete them as necessary to make them specific to the Project. All final construction document submittals to the COUNTY shall be wet signed by the

ARCHITECT and any applicable consultants. The final one hundred percent (100%) documents shall either incorporate changes requested by the COUNTY as a result of COUNTY review of the ninety percent (90%) construction documents or be accompanied by a written statement as to why such changes were not incorporated. The COUNTY may reject the ARCHITECT'S explanation and require the ARCHITECT to make changes to the construction documents as previously requested by the COUNTY.

Upon completion of review by the COUNTY of a final one hundred percent (100%) set of construction documents, the ARCHITECT shall provide to the COUNTY one (1) set of reproducibles, four (4) sets of prints, and one (1) complete set of the specifications in reproducible form.

**7.1.1** **Cost Estimate.** Additional information on construction cost is detailed in Article 5 of this AGREEMENT. The construction cost estimate shall be developed from the construction documents at the completion of 50% and 75% phases, respectively. The cost estimate should be comparable to a general contractor's estimate, quantifying all relevant labor and material costs prevailing in Santa Barbara County at the time of the estimate, and escalated by a factor appropriate for the projected construction period and market conditions. The estimate will be made in sufficient detail so that all of the materials of construction are considered. In addition, the cost estimate shall include unit costs per net square feet for major work divisions per major CSI Work Divisions 1 through 16.

**7.2** **Construction Development Responsibilities.**

**7.2.1** **Drawing Review.** The COUNTY will require construction documents at fifty percent (50%), and ninety percent (90%) levels of completion. Completed tracings must be of excellent quality for the production of clear prints and for later use as record drawings. All construction drawings shall be produced and submitted to the COUNTY on DVD's or other comparable computer data media as specified by COUNTY in Autocad 2000i or most current version. The submissions must contain the following:

- \* Architectural drawings.
- \* Plumbing drawings.
- \* Heating, ventilation, and air conditioning drawings.
- \* Lighting and power drawings.
- \* Structural drawings.
- \* Technical specifications.

\* Cost estimate (itemized material/labor breakdown).

**7.2.2**     **Title Block.** The ARCHITECT will be provided, on computer data media, the COUNTY'S standard title block for use on 24" x 36" vellum. All drawings prepared for the COUNTY will be on 24" x 36" vellum only, unless specified otherwise by the designated representative.

**7.2.3**     Intentionally Left Blank

**7.2.4**     **Final Cost Estimate.**

**7.2.4.1**   **Construction Documents.** The ARCHITECT will submit to the COUNTY for review and comment, ninety percent (90%) complete construction documents with a final cost estimate (the submission of a final cost estimate at ninety percent (90%) construction document completion would only apply if the conditions for the cost estimate were not met at the seventy-five percent (75%) construction document completion per Article 7.1).

**7.2.4.2**   **Final Corrections.** The final cost estimate should be calculated on current prices based on the date of estimate and be in abbreviated form of a building contractor's estimate giving quantities of materials and unit prices. The COUNTY will return to the ARCHITECT a set of these 90% complete construction documents marked with corrections to be made. The ARCHITECT is required to correct the construction documents before the COUNTY issuance to bidders.

**7.2.5**     **Area Calculations.** The ARCHITECT should include, with the final submission of ninety percent (90%) construction documents, a calculation of the overall gross and assignable square footage.

**7.2.6**     **Specifications Review.** When the technical specifications are complete, five (5) copies shall be submitted to the COUNTY for review. ARCHITECT shall provide written clarification of all submitted material within ten (10) days of COUNTY'S written request.

**7.2.7**     **Constructability Review.** At ninety percent (90%) construction document completion, COUNTY may have a third party perform a constructability review of the drawings and specifications. After this review the ARCHITECT, ENGINEERS, and all sub consultants shall incorporate design deficiencies directed by the County.

**7.3.**       **Requirements for Specifications.**

**7.3.1** **Format.** The format should be that recommended by the Construction Specifications Institute (CSI) narrow scope type, or other format as approved by COUNTY.

**7.3.2** **Material/Product Callout.** Any specification calling for a designated material or product must indicate the names of two (2) manufacturers and must be followed by the phrase "or equivalent" with the following exceptions: The product is designated to match existing one in use on a particular facility; or if only one brand or trade name is specified, because it is the only one known, the ARCHITECT should submit a letter so stating to the designated representative with the final draft of the specifications. If approved, the phrase "no known equivalent" should follow this designated supplier. The County will provide the ARCHITECT a list of approved standard fixtures, lights, carpets, key systems, toilets, and other miscellaneous construction items for the project the County uses as standard construction items.

## **8. BIDDING PHASE**

**8.1** **General:** The ARCHITECT, following the COUNTY'S approval of the construction documents, the ARCHITECT'S compliance with any directives with respect thereto, and written authorization by the COUNTY to proceed, shall, during the bidding phase, be responsible for clarification of documents and for preparation of addenda as required for issuance by the COUNTY. The ARCHITECT shall assist the COUNTY in the review and evaluation of bids.

**8.2** **Construction Development Responsibilities.** After agency approvals are received by the COUNTY and specifications have been reviewed by the COUNTY'S legal counsel, the Project will be ready to bid. The COUNTY will advertise and distribute documents and receive and open bids.

### **8.2.1** **Information to Bidders.**

**8.2.1.1** **Revisions.** Between the time the bidding documents are sent to potential bidders and the date that bids for the Project are to be opened, there may arise a need to change the bidding documents. In this case, an addendum(s) should be sent, via certified mail, to each bidder that received the initial bidding documents. Addendum (a) will be issued at least five (5) days prior to bid opening. The ARCHITECT will prepare all copies of addenda for distribution by the COUNTY. The addendum (a) should include a signature slip that the contractor must sign and submit with its bid, stating that it has received the addendum (a) and understands the change(s). Any bid received without this slip will be rejected. Revisions to the bidding documents shall be made by addendum only. In the event that ARCHITECT receives telephonic or other requests from

potential bidders for information or clarification, all such requests shall be immediately referred to COUNTY for response. All addenda will be issued through the COUNTY.

**8.2.1.2**     **Job Walk-Through.** In conjunction with the designated representative, ARCHITECT will conduct a pre-bid job walk and meeting with potential bidders to familiarize the bidders with the Project. Interpretations and clarifications of the construction documents rendered at the pre-bid job walk, in response to bidders questions, shall be compiled by the ARCHITECT and issued by addenda through the COUNTY.

**8.2.1.3**     **Last Minute Questions.** Where questions arise too close to the bid opening for an addendum to be issued, and where the subject matter does not justify deferral of the bid opening in order to issue an addendum, no information is to be given other than that the documents "stand as issued".

**8.2.2**     **Bids Over Budget.** Procedures are in place that outlines actions that the COUNTY may take in the event the lowest responsible bid received exceeds the adjusted Project budget by more than ten percent. Said procedures are set forth in Article 5.B.2. of the contract to which this document is attached and are incorporated by this reference as though fully set forth herein.

## **9.           CONSTRUCTION ADMINISTRATION PHASE**

**9.1**     **General:** The construction phase will commence on the date the construction contract is signed and will terminate one year after notice of completion; or, in the absence of a notice of completion, one year after the Project is fully completed.

**9.1.2**     Within a reasonable time after execution and prior to issuance of a notice to proceed, ARCHITECT shall participate in a comprehensive review of construction documents along with COUNTY representatives and the General Contractor. ARCHITECT shall participate in a comprehensive review of construction documents along with COUNTY representatives and the General Contractor. ARCHITECT, at its sole expense shall obtain the participation of its consultants on previous phases as deemed necessary by COUNTY. The purpose of this session shall be to reduce construction and/or maintenance costs through all possible means. The ARCHITECT shall be compensated as an Additional Service for any revisions made to the contract documents arising out of value engineering undertaken pursuant to the terms of this paragraph.

**9.1.3**     The contractor shall prepare a schedule of required submittals not later than fourteen (14) days after the receipt of the notice to proceed. The designated representative and the ARCHITECT shall review the contractor's submittal

schedule for completeness, fulfillment of specification requirements, and compatibility with the anticipated construction schedule.

**9.1.4** The COUNTY'S duties shall include, but not be limited to, administration of all communications, records, and meetings; on-site quality control through testing and inspection; monitoring the schedule; negotiation of price changes; and coordination of close-out.

**9.1.5** The ARCHITECT'S responsibilities shall include, but not be limited to, interpretation of the contract documents; periodic site observations; review of submittals; provision of documents for proposed changes; and general consultation to the COUNTY on design matters. The ARCHITECT shall be fully responsible for all matters related to the ARCHITECT'S design and all of the ARCHITECT'S recommendations to the COUNTY which are carried out by the COUNTY.

**9.1.6** The ARCHITECT shall at all times have access to the work wherever it is in preparation and progress. When directed by the designated representative, the contractor shall provide facilities for such access at the contractor's cost so the ARCHITECT may perform his functions under the contract documents.

**9.1.7** All written communications to the contractor will be issued by the COUNTY with copies sent concurrently to the ARCHITECT. Unless the ARCHITECT provides timely notification to the COUNTY in writing that the ARCHITECT disagrees with the content of a COUNTY communication with respect to design matters, the ARCHITECT shall be deemed to agree with the content of the COUNTY communication.

## **9.2 Interpretation of the Contract Documents**

**9.2.1** The ARCHITECT will be the interpreter of the requirements of the drawings and specifications. Written interpretations necessary for the proper execution or progress of the work, in the form of drawings or otherwise, will be issued with reasonable promptness by the ARCHITECT through the designated representative and in accordance with any schedule agreed upon. The contractor or COUNTY shall make a written dated request through the designated representative to the ARCHITECT for such interpretations. Such interpretations shall be consistent with and reasonable inferable from the contract documents. The contractor or COUNTY shall execute and complete the work in accordance with such interpretations. The ARCHITECT shall not be liable to the contractor for the result of any interpretation or decisions rendered in good faith in such capacity.

**9.2.1.1** The ARCHITECT shall interpret the requirements of change orders and decide all other questions of design intent in connection with the work.



**9.2.2** It shall be the responsibility of the ARCHITECT to make interpretations and render opinions in regard to all claims to the COUNTY or designated representative involving questions of interpretation of the intent of the drawings and specifications. Such opinions and interpretations, together with the reasons therefor, shall be furnished in writing by the ARCHITECT to the COUNTY, designated representative, and contractor within ten (10) days after a request is made thereof.

**9.2.3** Neither the contractor, the designated representative, nor the COUNTY shall be bound by any determination, interpretation, or opinion of the ARCHITECT if it is determined that such is not in accord with the true intent of the contract documents. The party taking issue with the determination, interpretation, or decision of the ARCHITECT shall give the other party or parties, as the case may be, written notice of such fact within ten (10) days after the determination, interpretation, or opinion is rendered by the ARCHITECT. However, it is the intent of this Section that in the actual performance of the work, the contractor and the designated representative shall, in the first instance, proceed in accordance with the instruction given by the ARCHITECT unless the COUNTY and the designated representative mutually agree that the contractor and the designated representative shall proceed otherwise.

**9.3**            **Changes to the Contract Documents:**

**9.3.1**            **Change Order Authority.** The ARCHITECT has no authority to issue change orders. All requests for proposals shall be prepared by the ARCHITECT, shall be approved by the COUNTY or Director of General Services, and shall be issued to the contractor through the designated representative.

**9.3.2**            **Minor Changes.** The ARCHITECT will have the authority to order, through the designated representative, minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents. Such changes will be effected by written order and such changes shall be binding on the COUNTY, the designated representative and the contractor. The contractor shall carry out such written orders promptly.

**9.3.3**            **Concealed Conditions.** Should concealed conditions be encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, or should unknown physical conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract be encountered, the contractor shall report the conditions to the designated representative before the conditions are disturbed.

The designated representative shall thereupon notify the ARCHITECT. Upon such notices, or upon its own observation of such conditions, the ARCHITECT shall promptly make such changes in the contract documents as it finds necessary to conform to the different conditions. Any change in the cost of the work or the time needed for completion resulting from concealed conditions shall be determined in accordance with COUNTY change order procedures provided a notice thereof is made within ten (10) days after the first observance of the conditions. The ARCHITECT shall be compensated, as identified in Attachment B, for any additional services it may have rendered due to the unknown conditions.

**9.3.4** **Guarantee Period.** As a basic service, after the completion of the work, the ARCHITECT shall review the work at one (1) year, unless otherwise agreed, and make written recommendations to the COUNTY for correction of any deficiencies.

**9.4** **Construction Responsibilities:**

**9.4.1** **Correspondence.** The ARCHITECT and contractor shall communicate with each other only through the designated representative.

**9.4.2** **Requests for Substitutions of Labor and/or Materials by the Contractor.**

Pursuant to Section 3400 of the Public Contract Code, any reference in the specifications and plans to any brand name, article, device, product, materials fixture, form, or type of construction by brand name, make, or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the contractor, may request to use any article, device, product, materials fixture, form, or type of construction which, in the judgment of the ARCHITECT, expressed in writing, is equal to that specified. The contractor must, within thirty-five (35) days after award of the contract, submit data substantiating a request for substitution or “an equal”.

If the contractor proposed to use a material which while suitable for the intended use, deviates in any way from the detailed requirements of the contract documents it shall inform the ARCHITECT through the designated representative in writing of the nature of such deviations at the time that the materials are submitted for approval and shall request a written approval of the deviation from the contract documents.

In requesting approval of deviations or substitutions, the contractor shall provide evidence leading to a reasonable certainty that the proposed substitutions or deviation will provide a quality of result at least equal to that otherwise attainable.

If, in the opinion of the ARCHITECT, the evidence presented by the contractor does not provide a sufficient basis for such reasonable certainty, the ARCHITECT shall inform the COUNTY of this opinion.

The ARCHITECT will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits, such as quality of materials and manufacturing, utility and life expectancy. The ARCHITECT will not approve proposed substitutes as equal to items specified which, in its opinion, would be inharmonious, or otherwise inconsistent with the character or quality of design of the Project.

Any additional cost, or any loss or damage, arising from the substitution of any material or method for those originally specified or drawn shall be borne by the contractor notwithstanding approval or acceptance of such substitution by the COUNTY or the ARCHITECT, unless such substitution was made at the written request or direction of the COUNTY and the ARCHITECT. Third-time review of contractor's submittals will be considered additional service.

**9.4.3**      **Schedule of Values and Progress Payments.** The contractor will submit a detailed breakdown, by task, of cost for the Project total (including contract amendment costs) to the ARCHITECT and the COUNTY for review and approval. This breakdown is to be used as a basis for making progress payments and will be referred to as the Schedule of Values. The Schedule of Values, submitted by the contractor shall be evaluated by the ARCHITECT within ten (10) days. This evaluation shall determine that the schedule represents an accurate assignment of values to the various divisions of work.

The designated representative must also approve the Schedule of Values submitted by the contractor. Once approved, the designated representative distributes signed copies to the ARCHITECT, contractor, and to the General Services Department Accounting Office. Once approved, the forwards the document to the designated representative. The ARCHITECT may decline approval of an application for payment if, in its opinion, the application is not adequately supported. The designated representative may decline approval or an application for payment, if, in its opinion, the application is not adequately supported.

COUNTY Approval. The designated representative must also approve the cost breakdown submitted by the contractor. Once approved, the designated representative distributes signed copies to the ARCHITECT, contractor, and to the General Services Accounting Office for payment authorization. The designated representative may also decline approval of an application for payment if, in his opinion, the application is not adequately supported.

**9.4.4**      **Submittal of Shop Drawings by Contractor.** The contractor will submit all shop drawings pertaining to the contract with a dated transmittal form. Subcontractors and suppliers must submit their respective shop drawings through the contractor. The

ARCHITECT'S approval shall mean that all aspects of the submittal are in compliance with the construction documents.

#### **9.4.5 Drawing Submittal and Distribution by Contractor.**

Initial Submittal. A submittal shall consist of a minimum of four (4) prints and one (1) sepia of each drawing. The COUNTY will submit these to the ARCHITECT who will coordinate their review for and/or correction with the COUNTY. After such coordination, the ARCHITECT will note corrections on the sepia and one copy and return them to the contractor, along with one copy to the COUNTY with corrections and/or approvals noted.

Re-Submittal. A minimum of four (4) prints and one (1) sepia of corrected submittal shall be submitted to the COUNTY. The ARCHITECT will then follow the same procedure outlined in the preceding paragraph. This re-submittal process should be continued until all corrections have been approved.

Final Distribution: The contractor will send three (3) prints to the COUNTY. Approval by the ARCHITECT will be qualified as stated in this attachment and the general and special provisions of the construction contract. The contractor will obtain and provide such number of prints of the approved submittal as determined for field distribution.

Catalog and Technical Data. All pertinent data should be submitted with shop drawings by the contractor who will then send three (3) copies to the COUNTY.

Materials and Equipment List. A list of materials and equipment must be submitted by the contractor.

Initial submittal. Three (3) bound copies to the COUNTY.

Re-Submittals. As required by the ARCHITECT, the ARCHITECT will furnish the COUNTY with one copy of the re-submittal notice. All communication and correspondence between the ARCHITECT and the contractor should take place through the designated representative.

Final Submittal. Within fifteen (15) days after receipt of Notice of Approval, the contractor will submit two (2) corrected bound copies to the ARCHITECT and two (2) corrected bound copies to the COUNTY.

**9.4.6 Field Orders.** To be used only for emergency instructions to the contractor where the time required for preparation and execution of a formal contract amendment would result in delay or stoppage of the work. The COUNTY must approve a field order before it is issued. A duly authorized contract amendment will replace field orders as soon as possible and will reference the appropriate field order.

Following signature by the ARCHITECT, the contractor, and the COUNTY, the COUNTY will distribute copies to the contractor and the ARCHITECT.

- 9.4.7**            **Contract Change Orders.** In accordance with the general and special provisions of the construction contract and this AGREEMENT, changes in the work will be authorized using the COUNTY'S contract change order procedure. Requests for any changes that might result in a change in contract price or contract time will be directed to the COUNTY.
- 9.4.7.1**        **Proposal request.** A proposal request is a request from the COUNTY to the contractor for submittal of an itemized quote for a proposed change in the scope of the contract work. The ARCHITECT will prepare a Proposal Request form at the direction of the COUNTY and submit it to the contractor with a copy going to the designated representative. The designated representative will maintain a log of proposal requests.
- 9.4.7.2**        **Cost proposal.** In response to the proposal request, the contractor will submit a quote, or cost proposal. The cost proposal should include documentation from subcontractors and should itemize any adjustments to the contract sum or to the Project Schedule. The cost proposal will be submitted to the ARCHITECT with one copy going to the designated representative.
- 9.4.7.3**        **ARCHITECT'S Recommendation.** The ARCHITECT will review the contractor's cost proposal and submit a recommendation to the COUNTY. The COUNTY will review both the contractor's cost proposal and the ARCHITECT'S recommendation and either approve or disapprove the proposed adjustment to the contract sum/contract time. ARCHITECT shall provide a cost estimate independent of the contractor's proposal, when requested by County. Such service shall be additional to this PSA.
- 9.4.7.4**        **Construction Change Authorization.** If the COUNTY approves the proposed adjustment to the contract sum/contract time, it will issue a directive, sometimes known as a Construction Change Authorization, instructing the contractor to proceed with the change in the scope of work. If the parties cannot agree on a sum/time change, they shall proceed as outlined in the general provisions of the construction contract. A written contract change order will be issued pursuant to the following Section, 9.4.7.5.
- 9.4.7.5**        **Contract Change Order.** At the direction of the COUNTY, the ARCHITECT will compile the approved proposal requests with a summary of changes in contract scope, sum, and time with attached documentation. COUNTY will submit a formal request to the Director of General Services, and the Board of Supervisors if applicable, for approval of written amendments to the Construction Contract, incorporating the changes in scope, sum, and time. The contract amendment

becomes effective upon approval by the Director of General Services or the Board of Supervisors, whichever is applicable.

**9.4.8 Construction Meetings.**

**9.4.8.1 Partnership Workshop.** If requested, ARCHITECT will participate in a Partnering Workshop for the purpose of establishing working relationships among stakeholders in the project through a mutually developed, formal strategy of commitment and communication.

**9.4.8.2 Preconstruction Meeting.** After the partnering session, all parties (i.e., ARCHITECT, contractor, the COUNTY, etc.) will meet to discuss the Project scheduling, to clarify procedures, etc.

**9.4.8.3 Construction Progress Meetings.** These will be held at the job site and will be attended by the contractor's top field supervisory personnel, representative(s) of the ARCHITECT, and representative(s) of the COUNTY in accordance with Section 10.1.2. Typewritten minutes of these meetings must be prepared by the ARCHITECT in accordance with Section 3.6.1 of this Attachment A.

**9.4.8.4 End of Warranty Meeting.** The COUNTY shall schedule an end of warranty review meeting with the designated representative, ARCHITECT, and contractor prior to the end of one year warranty to determine any work requiring correction.

**10. CONSTRUCTION CONTRACT COMPLIANCE PHASE**

**10.1 General:**

**10.1.1** The ARCHITECT shall assist the COUNTY in assuring the contractor's compliance with the construction contract by providing periodic construction observation; evaluation of construction data; evaluation of contractor's applications for payment; consultation at construction meetings; and inspection for beneficial occupancy, if applicable, and final completion, in accordance with the following:

**10.1.2 Review by the ARCHITECT:**

The ARCHITECT shall make on-site observations of construction as necessary to ensure conformance to construction documents while work progresses and upon completion and;

The ARCHITECT shall make off-site observations of materials and equipment fabricated outside the general contractor's facility when such off-site observations are specified in the contract documents. The frequency, timing and duration of such

observations shall be appropriate to: the progress, character, and complexity of the work, design issues, or questions of concern to the ARCHITECT or its consultants, or noted in the daily inspection reports furnished to the ARCHITECT; the observed quality of the contractor's performance during previous visits; the review of construction of crucial components of the work; and the necessity for observation of the performance of specified or design-professional-directed tests significant to the acceptability of crucial components of the work. Such observations shall also be performed when reasonably requested by the COUNTY. Such visits shall be for the purpose of observing: the progress of the work; that the character, scope, and detail of construction comply with the design; and that the quality of workmanship and materials conform to the intent of the ARCHITECT as expressed in the contract documents, the ARCHITECT'S directives, approved shop drawings and samples, and the clarification drawings.

The ARCHITECT shall reject work which does not conform to the contract documents. Whenever, in its opinion, ARCHITECT considers it necessary or advisable for the implementation of the intent of the contract documents, it will have authority to require special inspection or testing of the work in accordance with the general provisions of the construction contract whether or not such work is then fabricated, installed, or completed. However, neither the ARCHITECT'S authority to act under this paragraph, nor any decision made by it in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the ARCHITECT to the contractor, any subcontractor, any of their agents or employees, or any other person performing any of the work.

The ARCHITECT will be the judge of the performance of the work and will use its powers under the contract to enforce its faithful performance. The ARCHITECT will determine the amount, quality, acceptability and fitness of all parts of the work. The ARCHITECT will recommend suspension of the work whenever suspension may be necessary to ensure the proper execution of the work. The ARCHITECT shall perform all services required of it in the construction contract. The ARCHITECT shall, at the request of the COUNTY, provide guidance to the general contractor as to design requirements expressed or implied in or depicted in the contract documents, the approved shop drawings and samples, and the clarification drawings. Such guidance shall also be provided in relation to or by way of recommendations for or recommended actions in response to: site visits, inspection reports, laboratory reports and test data, contractor proposals, schedules, or other relevant documents. When requested, such guidance shall be in writing.

The ARCHITECT shall review the amounts owing to the contractor based on observations at the site and on evaluations of the contractor's applications for payment; and make written recommendations to the COUNTY regarding payment of the amounts. The ARCHITECT'S recommendation to the COUNTY to pay the amounts on the contractor's applications for payment shall constitute a representation by the ARCHITECT to the COUNTY, based on the ARCHITECT'S periodic on-site

observations, that the work has progressed to the point indicated; the work is in accordance with the contract documents; and that the contractor is entitled to payment in the amount approved. Before recommending payment, the ARCHITECT shall review the record drawings being maintained by the contractor and inform the COUNTY in writing of the level of completeness and general accuracy of the record drawings.

The ARCHITECT shall attend one (1) construction progress meeting a week as deemed necessary by the COUNTY. If construction progress meetings continue beyond the specified time of the construction contract, through no fault of the ARCHITECT, the ARCHITECT shall be compensated for additional meetings in accordance with Attachment B. Construction meeting notes shall be recorded and distributed by the ARCHITECT in accordance with Section 3.6.1. The COUNTY shall be deemed to have agreed with the contents of construction meeting notes unless the COUNTY gives timely notice in writing to the ARCHITECT to the contrary.

The ARCHITECT shall conduct punch list inspections in conjunction with the COUNTY; and shall recommend based on the progress of the work, the date of final completion. The ARCHITECT shall also review, for general content and completion, the warranties, guarantees, record documents, and other documents required by the contract documents and assembled by the contractor.

**10.1.3** The ARCHITECT will communicate with the contractor through the designated representative.



### **10.1.3.1 Construction Development Responsibilities.**

#### **Field Observation.**

The COUNTY may provide its own resident inspectors, as it deems advisable, during construction. This action on the part of the COUNTY will in no way relieve the ARCHITECT from performing their responsibilities as specified in the AGREEMENT.

As required to ensure conformance during the construction phase, the ARCHITECT shall provide to the contractor and the COUNTY interpretations of the contract documents. This can only be done effectively with a thorough knowledge of the documents and maintenance of accurate records of the progress of the work. Photographic progress recording is suggested, but is not mandated. The ARCHITECT (and its consultants) shall provide, at ARCHITECT'S sole cost and expense, all design work deemed necessary by the COUNTY to correct an item of error and/or omission in the contract documents.

**10.1.3.2 Record Drawings ('As Built') Transparencies.** As required in the AGREEMENT, the ARCHITECT must provide record drawings to the COUNTY. These will include all revisions and/or changes that have been made during the course of the construction, as recorded on the job set maintained by the Contractor. The ARCHITECT must review all such revisions and/or changes during the work and must approve the set of prints maintained and submitted by the contractor prior to the ARCHITECT'S final submittal of the record drawings. All computer-generated information shall be copied onto disks or other comparable computer data media as may be specified by COUNTY and given to COUNTY. The record drawings should:

Be submitted as originals of the revised tracings labeled "record drawings" and specifications and are required by the COUNTY prior to final fee payment.

Be submitted in Autocad Version 2000i or higher on, DVD or other comparable computer data media as specified by COUNTY.

**10.1.3.3 Punch List.** The ARCHITECT will walk the Project with COUNTY representative(s) when requested to do so. The ARCHITECT will compile the punch list using the County template and indicate any lack of compliance with the contract documents. The ARCHITECT is to distribute two copies each of the punch list to the COUNTY and the contractor. The ARCHITECT must include a timetable for the corrective work to be completed by the contractor and do follow up inspection of corrected punch list items. The ARCHITECT shall update list and redistribute after each inspection.

**10.1.3.4**      **Final Approval of Contractor's Documents.** The ARCHITECT shall review the contractor's record drawings, guarantees, and operating manuals for compliance with the contract documents and shall either approve the documentation or specify in writing corrective measures to be taken by the contractor.

## ATTACHMENT B

### PRICING AND PAYMENT

#### I. PRICING AND PAYMENT

- A. **Compensation.** The ARCHITECT agrees to perform the services as stated in Attachment A to this AGREEMENT and will be compensated by the COUNTY for those services in the amount shown in Article 3.
- B. **Extra Work.** The following services are not included in scope of services detailed in Attachment A unless so identified in this AGREEMENT. They shall be paid for by the COUNTY as provided in this AGREEMENT in addition to the compensation for the basic services. The ARCHITECT shall provide additional services when authorized in a written amendment to this AGREEMENT or by design change authorization signed by the COUNTY. No additional services shall be compensable unless so authorized.
1. Providing analysis of the COUNTY'S needs and programming the requirements of the Project.
  2. Providing financial feasibility or other special studies except for those called out as basic services in Attachment A.
  3. Providing planning surveys, site evaluations, environmental studies, or comparative studies of prospective sites.
  4. Preparing special surveys, environmental studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
  5. Providing services to investigate existing conditions or facilities or to make measured drawings thereof or to verify the accuracy of drawings or other information furnished by the COUNTY beyond those reasonably and customarily provided in basic services.
  6. Providing coordination of work performed by separate contractors or by the COUNTY'S own staff.
  7. Providing analyses of owning and operating costs, except as noted in this AGREEMENT.
  8. Providing detailed quantity surveys or inventories of material, equipment, and labor.

9. Providing interior design and other similar services required for or in connection with the selection, procurement, or installation of furniture, furnishings, and related equipment which are not included as part of the construction documents.
10. Providing services for space planning or rental spaces.
11. Making investigations or inventories of materials or equipment; or valuations and detailed appraisals of existing facilities.
12. Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
13. Providing services after the Notice of Completion is recorded with the COUNTY, provided that such services do not relate to guarantee or warranty services or to corrections of design errors or omissions.
14. Preparing revisions to the documents during the schematic design, design development, and construction documents phases when such revisions are inconsistent with data or written approvals previously given by the COUNTY, excluding corrections of design errors or omissions.
15. Preparing drawings, specifications, and supporting data; and providing other services in connection with change orders required after a 10% change in construction cost (calculated by adding the absolute values of both additive and deductive construction cost changes) has occurred on the Project, provided such change orders are required by causes not within the control of the ARCHITECT.
16. Providing consultation concerning replacement of any work damaged by fire or other cause (excluding any cause resulting from error or omission of the ARCHITECT) during construction; and furnishing services as may be required in connection with the replacement of such work.
17. Providing services as necessary to correct major defects or major deficiencies in the work of the contractor when such defects or deficiencies require services in excess of those reasonably expected on a project of this type, size, and complexity.
18. Providing services in connection with any public hearing, arbitration proceeding, or legal proceeding, except where the ARCHITECT is party thereto.

- C. **Reimbursable Expenses.** Reimbursable expenses are in addition to the compensation for basic services and extra work and include actual expenditures made by the ARCHITECT and the ARCHITECT'S employees and consultants in the interest of the Project for the expenses listed below:

1. Expense of transportation and per diem when traveling outside the COUNTY of Santa Barbara. Travel expenses shall be on the same basis and subject to the same conditions as are in effect for employees of the COUNTY. Such expenses shall not be compensable unless authorized in advance by the COUNTY.
2. Expense of reproducing photographs, printing costs, postage and handling of drawings, specifications, and other documents, excluding reproductions for the office use of the ARCHITECT and the ARCHITECT'S consultants.
3. Expense of data processing and photographic production techniques when used in connection with additional services.
4. If authorized in advance by the COUNTY, expense of overtime work requiring higher than regular rates.
5. Expense of renderings, models, and mock-ups, including color slides thereof requested by the COUNTY.
6. Fees advanced for securing approval of authorities having jurisdiction over the Project.

D. **Payment Schedule.**

1. **Basic Services.** Payments for basic services shall be made monthly unless otherwise agreed, and shall be in proportion to services performed within each phase of services as set forth below.
2. **Extra Work.** Payments on account of the ARCHITECT'S extra work as defined in paragraph B above and for reimbursable expenses as defined in paragraph C above shall be made monthly upon presentation of the ARCHITECT'S statement of services rendered or expenses incurred.

E. **Basis of Compensation.** The COUNTY will compensate the ARCHITECT for the scope of services described in Attachment A to this AGREEMENT, in accordance with paragraph D above, and other terms and conditions of this AGREEMENT, as follows:

1. **Compensation for Basic Services.** The fee shall be paid upon the presentation of a written statement, after review and approval by the COUNTY, in accordance with the following schedule:

<u>Phase</u>	<u>Percent of Lump Sum</u>
Pre-Design and Schematic Design:.....	5%
Design Development: .....	25%
Construction Documents:	
50% complete .....	33%

100% complete ..... 70%

Bidding:

Award of Construction Contract ..... 80%

Construction:

Proportionate monthly payments of the remaining 30% of the fee to be equal to the proportion of the project construction certified complete.

Construction Completion: ..... 95%

Receipt of ARCHITECT'S Record Drawings

or reproducibles and termination of the contract: ..... 100%

2. **Compensation for Extra Work.** The ARCHITECT will submit to the COUNTY a list of the personnel to be used on the Project and the billing rates associated with each. If the ARCHITECT is required by the COUNTY to perform work, make changes, or incur expenses beyond the original scope of the AGREEMENT, the ARCHITECT will be compensated for actual costs incurred by the ARCHITECT in providing the work according to the list mentioned below. No extra work shall be performed, and the COUNTY shall not be liable for the costs incurred by the ARCHITECT or any sub-consultant in performing any such extra work in advance of written approval by the designated representative of the Director of General Services.

- a. Each portion of the Project let separately on a segregated bid basis shall be considered a separate Project for purposes of determining the fee.
- b. One and one-tenth (1.1) times the direct personnel expense (direct personnel expense is defined as the direct salaries of all the ARCHITECT'S personnel engaged on the Project, and the portion of the cost of their mandatory and customary contribution and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits) incurred by the ARCHITECT in rendering other extra services.
- c. One and one-tenth (1.1) times the direct billings of consultants.
- d. One and one-tenth (1.1) times reimbursable expenses defined in paragraph C above.

F. **ARCHITECT'S Disclosure of Hourly Rates for Personnel.**

The ARCHITECT shall compile a list of the hourly rates that will be charged in the event that extra work is required for this Project and submit it to the COUNTY before

Project work begins. The hourly rates shall be based on one and one-tenth (1.1) times the direct personnel expense as described in E.2.b. The list should be broken down according to job classification rather than by individual.

Hourly rates provided by ARCHITECT on [December 13, 2006](#) are as follows:

Principal	\$ 150 per hour
Senior Architect	\$ 120 per hour
Junior Architect	\$ 100 per hour
Project Draftsperson	\$ 90 per hour

## ATTACHMENT C

### PROJECT SCHEDULE

#### I. SCHEDULE OF PROJECT ACTIVITIES

The following schedule of Project activities has been established by the COUNTY for the Public Defender Remodel Project:

<u>Date</u>	<u>Task</u>
June 19, 2007	Board of Supervisors approval of Architect contract.
September 7, 2007	Design Development documents due.
September 14, 2007	D.D. review by County completed (1 week).
November 16, 2007	50% Construction Documents due (8 weeks).
November 30, 2007	50% C.D. review by County completed (2 week).
December 20, 2007	Cost estimate due (50% C.D. complete).
January 25, 2008	75% Construction Documents due (4 weeks).
February 1, 2008	75% C.D. review by County completed (1 week).
February 22, 2008	Cost estimate due (75% C.D. complete).
March 21, 2008	100% Construction Documents due.
April 18, 2008	Completion of Constructability / Code Review.
May 13, 2008	Board approval to Bid.
May 23 , 2008	Incorporation of Review Comments completed.
June 19, 2008	Bid opening (30 days minimum).
July 15, 2008	Board approval of contract.
July 15, 2008	Notice to Proceed.
August 1, 2008	Construction commence.
February 1, 2010	Construction completed (18 months after actual construction start date).