

**ATTACHMENT 1**

PSA, Hellmuth, Obata & Kassabaum, Inc.  
Project No. 23014-1



**PROFESSIONAL SERVICES AGREEMENT**

Between

**THE COUNTY OF SANTA BARBARA**

And

**HELLMUTH, OBATA & KASSABAUM, INC.**

**Planning Consulting Services**

For

**County of Santa Barbara Calle Real Campus  
Design and Development Standards**

**PROJECT NUMBER: 23014-1**



**TABLE OF CONTENTS**

<b><u>PART</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
1	RECITALS.....	1
2	PROJECT AUTHORIZATION, TERM, MAXIMUM COMPENSATION.....	1
3	OWNER'S RESPONSIBILITIES.....	1
4	PROJECT SCOPE OF WORK (SOW).....	2
5	CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES.....	2
6	CONSULTANT'S SCHEDULE.....	4
7	INDEMINIFICATION & INSURANCE.....	4
8	REPRESENTATION BY COUNSEL.....	4
9	HAZARDOUS MATERIALS.....	4
10	COMPENSATION & PAYMENT.....	5
11	TERM & TERMINATION.....	7
12	DISPUTE RESOLUTION.....	8
13	MISCELLANEOUS PROVISIONS.....	11
14	NOTICES.....	13
15	LIMITS OF AGREEMENT.....	13
16	EXHIBITS AND ATTACHMENTS.....	13

**END TABLE OF CONTENTS**



**LIST OF EXHIBITS**

<b><u>EXHIBIT</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
A	CONSULTANT'S SCOPE OF WORK & HOURLY RATES .....	A1
B	CONSULTANT'S STAFF & SUBCONSULTANTS.....	B1
C	CONSULTANT'S COMPENSATION .....	C1
D	INDEMNIFICATION AND INSURANCE REQUIREMENTS .....	D1
E	NOTICES .....	E1

**LIST OF ATTACHMENTS**

<b><u>ITEM</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
1	ATTACHMENT 1: SBCo RFQ/P 23014-1.....	F1
2	ATTACHMENT 2: Hellmuth, Obata & Kassabaum, Inc Proposal.....	F2

**END LIST OF EXHIBITS AND ATTACHEMENTS**



County of Santa Barbara: General Services  
**Capital Division**

**PROFESSIONAL SERVICES AGREEMENT**  
**FOR**  
**PROFESSIONAL CONSULTANT SERVICES**

**This Professional Services Agreement (“Agreement”) is entered into by and between THE COUNTY OF SANTA BARBARA (“Owner” or “County”) and HELLMUTH, OBATA & KASSABAUM, INC, a Missouri corporation (“Consultant” or “Contractor” and, together with County, collectively, the “Parties” and each individually a “Party”).**

**PART 1 - RECITALS**

- 1.01 WHEREAS**, this Professional Services Agreement (“PSA” or “Agreement”) sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide professional planning consulting services to Owner in connection with Owner’s Calle Real Campus Design and Development Standards (“Project”); and
- 1.02 WHEREAS**, Consultant was selected by means of the County’s qualifications-based selection process, and represents itself as a professional having the requisite qualifications, licenses and agrees to perform the Services defined herein.

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

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

**2.01 Agreement For Services**

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

**2.02 Maximum Compensation**

- A. The sum of all payments made to Consultant pursuant to this PSA for the performance of the Services specified in the SOW and Attachment 1 shall not exceed five-hundred twenty thousand, two-hundred ten dollars (\$520,210.00) (“Base Contract Amount”). The sum of all payments made to Consultant for the performance of Supplemental Services performed pursuant to a duly executed Change Order in accordance with Part 10.03 below shall not exceed the Supplemental Services Amount set forth in Section 1.c of Exhibit C, attached hereto (“Supplemental Services Amount”). In no event shall the aggregate amount of all payments made by the County hereunder exceed the Maximum Compensation Limit specified in Section 1.d of Exhibit C, attached hereto (“Maximum Compensation Limit” or “MCL”). If Consultant performs services or incurs expenses beyond the Base Contract Amount before execution of a Change Order for Supplemental Services in accordance with Part 10.03, or in excess of the Maximum Compensation Limit, Consultant does so at Consultant’s sole risk and expense.

**2.03 Term**

- A. This PSA is effective as of first the date it is duly executed by both of the parties hereto, and shall remain in effect for a period of 24 months thereafter, unless earlier terminated in accordance with the provisions of this Agreement (“Term”).

**2.04 Scope**

- A. The services (“Services”) and deliverables (“Deliverables”) described in “Consultant’s Scope of Work & Hourly Rates,” attached hereto as Exhibit A and Attachment 1 and incorporated herein by reference (Exhibit A and Attachment 1, collectively, the “SOW”), establish the extent of the



County of Santa Barbara: General Services  
**Capital Division**

Services and Deliverables that may be authorized by the Owner's Project Manager ("OPM") hereunder.

### **PART 3 - OWNER'S RESPONSIBILITIES**

#### **3.01 Owner Provided Information**

- A. If required and where available, Owner may provide any of the following for Consultant's use in connection with the Services:
  - (i) Specialized studies of existing site conditions, including the presence of hazardous materials, soil, air, water, pollution, etc.
- B. Consultant must make a written recommendation to the Owner regarding the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

#### **3.02 Approval & Permit Fees**

- A. Owner will pay all fees required by any jurisdiction having authority over the Project for filing and checking of any filing prepared by Consultant that is required for the performance of the Services, and such standard fees as are charged any governmental Agency for the issuance of approvals and permits by such governmental agency necessary for the performance of the Services.

### **PART 4 - PROJECT SCOPE OF WORK (SOW)**

#### **4.01 Changes in Scope**

- A. If Owner causes a change in the Service(s) or Deliverable(s) that Consultant believes to be material, Consultant must, within fourteen (14) calendar Days of the event that caused such change, notify Owner in writing that Consultant contends Owner has caused a material change in the Service(s) or Deliverable(s). If written notice is not given to Owner within such 14-day period, such change shall be deemed immaterial, and Consultant shall not be entitled to additional compensation for such change. If the Director of the County's General Services Department ("Director"), or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3, and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL.
- B. If Consultant contends that there is a material increase in the Service(s) or Deliverable(s) required to complete the Services and requests additional compensation hereunder for the performance of such Supplemental Services, and such increase is not in any way attributable to acts or omissions of, or on behalf of, Consultant or any Subconsultant, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of Consultant, and the Director, or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant hereunder may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3 and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL. OPM may request, and Consultant, pursuant to such request, shall provide, assistance in re-allocating the remaining available funds available hereunder. Such assistance must, if requested by OPM,



County of Santa Barbara: General Services  
**Capital Division**

also include a determination of any other Supplemental Services necessary to complete the Project.

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

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

**5.01 Consultant as Independent Contractor**

- A. Consultant is performing all Services as an independent contractor, and not as an agent or employee of County.

**5.02 No Assignment; Consultant's Use of Subconsultants**

- A. The expertise and experience of Consultant are material considerations for County's execution of this Agreement. Consultant shall not assign, delegate, or transfer, directly or indirectly, whether by operation of law or otherwise, this PSA or any of Consultant's rights or obligations hereunder, without the prior written consent of County in each instance, and any attempt to so assign, delegate, or transfer this Agreement, or any rights, duties or obligations arising hereunder, shall be void and of no effect. Notwithstanding the foregoing, Consultant may use the subconsultants set forth in Exhibit B, attached hereto and incorporated herein by reference ("Subconsultants"), in performing the Services under this Agreement. Consultant shall be responsible for directing the work of authorized Subconsultants, and for all compensation and benefits due to Subconsultants, if any. County assumes no responsibility whatsoever concerning such compensation or benefits. Consultant shall not engage any subconsultant(s) in the performance of Services, other than the Subconsultants identified in Exhibit B, without the prior written approval of the OPM in each instance.

**5.03 Consultant's General Responsibilities**

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

- A. Standard of Care
  - 1. Consultant shall perform all Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's profession and area of specialty in the State of California ("Standard of Care").
  - 2. At all times during the Term, Consultant shall ensure the performance of all Services in compliance with all applicable federal, state, and local codes, statutes, laws, regulations and ordinances ("Applicable Laws").
  - 3. Consultant shall use its professional judgment and expertise to verify interpretations of Applicable Laws from the appropriate government agency(ies) and authorities having jurisdiction over the Project. Such efforts shall be undertaken in accordance with the Standard of Care.
- B. Funding by Governmental Agencies
  - 1. If applicable to this PSA, when a Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant shall comply with all requirements of such Federal, State, or outside funding sources.
- C. HCAI (formally known as OSHPD) Jurisdiction
  - 1. If applicable to this PSA, when a Project is within the jurisdiction of the State of California, Department of Health Access and Information ("HCAI" formally known as OSHPD), Consultant's Deliverables and performance of Service must meet all HCAI requirements.
- D. Sequence of Consultant's Services



County of Santa Barbara: General Services  
**Capital Division**

1. Consultant's Services shall proceed sequentially as described in the SOW unless otherwise agreed or directed by the Owner via a duly executed Change Order.
  2. The Milestone Schedule for completion of the Consultant's Services is set forth in the SOW.
- E. Submittal of Deliverables
1. Each submittal of a Deliverable by Consultant to Owner hereunder shall include a declaration statement, signed by a duly authorized officer of Consultant, that Consultant coordinated the work of Consultant and its Subconsultants, that such Deliverable is accurate and complete, and that all of Owner's prior review comments have been incorporated therein.
  2. Consultant shall furnish to Owner, in form and format suitable for reproduction, original reproducible files and other instruments of Service, and computer flash drives containing each submittal to County hereunder in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2003 or newer.
- F. Printing & Reproduction
1. Consultant shall pay for all printing and reproduction cost incurred in the performance of the Services.
  2. Owner will print coordination check documents to be used by the Owner beyond the number of copies identified in the SOW at Owner's expense.
  3. If applicable to this PSA, Owner will print Bid Documents for distribution to Bidders at Owner's expense.
- G. Meetings
1. Required meetings are as specifically identified in the SOW.
  2. Unless otherwise requested by the OPM, Consultant shall prepare agendas for and take minutes of all meetings conducted or attended by Consultant in connection with the performance of Services hereunder. This includes meetings that are chaired by the OPM.
  3. The Consultant's compensation for attendance at and preparation of minutes for all such meetings is included in Base Contract Amount.
- H. Consultant's Staff and Subconsultants
1. Consultant's staff and Subconsultants are identified in Exhibit B, and are subject to the requirements set forth therein.
  2. Changes to Consultant's staff and Subconsultants are subject to Owner's prior written approval via a duly executed Change Order.

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

**PART 6 - CONSULTANT'S SCHEDULE**

**6.01 Schedule**

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





**PART 7 - INDEMNIFICATION & INSURANCE**

**7.01 Exhibit D Indemnification and Insurance Requirements**

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

**PART 8 - REPRESENTATION BY COUNSEL**

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

**PART 9 - HAZARDOUS MATERIALS**

**9.01 Responsibility for Hazardous Materials**

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

**PART 10 - COMPENSATION & PAYMENT**

**10.01 Compensation**

- A. Payments will be made as set forth herein
  - 1. Maximum Compensation Limit
    - a. The Maximum Compensation Limit includes the maximum aggregate amount of compensation payable by the Owner to Consultant hereunder. Total payment by Owner to Consultant shall not exceed the Maximum Compensation Limit specified in Exhibit C, attached hereto and incorporated herein by reference. Consultant is fully responsible for the provision of all Services and Deliverables, compensation for which shall not exceed the MCL.
  - 2. Consultant's Compensation Schedule
    - a. Compensation payable to Consultant hereunder for Consultant's performance of the Services comprising of Tasks 1, 2, 3 and 4 as set forth in the SOW shall be on an hourly basis until completion of each such Task, and not to exceed the respective amounts for each such Task as set forth in the SOW.
    - b. Consultant's Hourly Rate Schedule, applicable to Supplemental Services, is set forth in the SOW.
  - 3. Changes
    - a. During the Term of this PSA, the Owner may authorize changes to this PSA, other than by amending this PSA in accordance with Part 15.B., below, only in



County of Santa Barbara: General Services  
**Capital Division**

accordance with Part 4.01, above, and Part 10.03, below, and only to the extent authorized by the Board of Supervisors in approving this PSA.

**4. Prevailing Wages**

- a. Certain Services to be performed under this contract may be considered “public works” subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. Consultant is solely responsible for determining whether the Services, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). County has obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with County’s Public Works Agency and are available upon request. Consultant is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). Consultant acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Services, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner) Consultant has included (and shall include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

**5. Errors and Omissions**

- a. Consultant must correct all errors and omissions attributable to acts and/or omissions of and/or on behalf of Consultant and/or Subconsultants without cost to Owner.
- b. Owner has the right to pursue claims for any negligent errors and omissions of or on behalf of Consultant and/or Subconsultant(s).

**10.02 Reimbursable Expenses**

- A. Expenses including travel, mileage, copying, printing, plotting, and visualizations are included in the Base Contract Amount within the specified Task amount and shall not be invoiced separately.
- B. There shall be no reimbursable expenses under this Agreement unless additional services other than as set forth in the SOW are authorized pursuant to a Change Order duly executed by the Director or his Assistant Director designee (“Change Order”), and only to the extent expressly authorized by the County Board of Supervisors in approving this PSA.
- C. When travel is authorized as a reimbursable expense, Consultant agrees to comply with the Santa Barbara County and Federal travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found in the Capital Projects Division.

**10.03 Supplemental Services & Deliverables**

- A. To the extent that County has established a Supplemental Services Allowance (“SSA”) for the performance of services not included within the Services and Deliverables, such SSA is set forth in Section 1.c of Exhibit C. Consultant shall only commence work other than as set forth in the SOW pursuant to a Change Order duly executed by the Director or his Assistant Director designee (“Change Order”), and only to the extent expressly authorized by the County Board of Supervisors in approving this PSA.

**10.04 Payment**



County of Santa Barbara: General Services  
**Capital Division**

- A. Payment Requests
  - 1. Owner will make payments within thirty (30) Days after the OPM's approval of the Consultant's correct Payment Request.
- B. Invoices
  - 1. Consultant may submit a Payment Request not more than once each month.
- C. Progress Payments
  - 1. Owner may, in its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.

**10.05 Release of All Claims**

- A. Prior to final payment hereunder, Consultant must execute and deliver to Owner a release of all claims arising from this Agreement, other than such claims, if any, as may be specifically excepted from the release for the reasons and in the amounts stated in the release, provided however that the foregoing shall not be construed as a waiver of counterclaims or defenses that may be available to Consultant should Owner make post-final payment claims against Consultant.

**10.06 Timely Billings**

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

**10.07 Consultant's Accounting Records**

- A. Accounting System & Records Retention
  - 1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years after expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.
- B. Owner's Auditing Rights
  - 1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices relating to the performance or administration of this PSA, or affecting any changes or modifications to this PSA.
- C. Applicability to Subcontracts
  - 1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts, including, but not limited to, contracts with Subconsultants, exceeding Ten Thousand Dollars (\$10,000) in value in connection with this PSA, including any modification(s) thereof.

**PART 11 - TERM & TERMINATION**

**11.01 Owner's Rights**

- A. Termination for Convenience



County of Santa Barbara: General Services  
**Capital Division**

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

**B. Termination for Breach**

1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from the County's OPM specifying such failure or violation, whether subject to cure, and, if subject to cure, the time and manner of cure, Owner may terminate this PSA in accordance with Part 11.01.A.1, above.
2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.
3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment due to Consultant for Services performed prior to such termination for convenience in accordance with Section 11.02, below.

**C. Suspension for Convenience**

1. OPM may, without cause, order Consultant in writing to suspend, delay, or interrupt the Services under this PSA in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision, and such suspension(s) shall not constitute a breach of this Agreement.

**D.** The rights and remedies provided herein to Owner are cumulative and in addition to any other rights and remedies provided by law in this PSA.

**11.02 Consultant's Compensation Upon Termination**

- A.** In the event of Owner's termination of this PSA, Consultant will receive compensation as follows:
  1. For fully Deliverables and Services performed and delivered by Consultant and accepted by County, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for such Deliverables, Services, and authorized expenses.
  2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.
- B.** In no event will the total compensation paid for any item of Service exceed the value specified in this PSA for such item of Service.

**11.03 Delivery of Documents**

- A.** Upon any termination of this PSA, Consultant shall furnish Owner all documents and Instruments of Service prepared pursuant to this PSA, whether complete or incomplete. Consultant may retain a copy for its records if so provided by Owner in such notice of termination.



**11.04 Consultant Suspension/Termination Rights**

- A. Failure by County to pay an invoice within sixty (60) days following receipt of the same shall be considered substantial nonperformance and cause for suspension of services. Consultant shall give County written notice of such nonperformance at least thirty (30) days prior to the effective date of suspension. In the event County fails to pay in full all outstanding amounts then due, Consultant may suspend further performance of services at any time following expiration of such notice period without further notice. Such performance shall continue until all outstanding amounts then due are paid in full. Consultant shall have no liability to County for any delay and other damage to County resulting from suspension of services pursuant to this paragraph. Consultant may terminate this Agreement upon written notice to County in the event County directs that Services are to be suspended for a period in excess of ninety (90) consecutive days, and such suspension is in no way attributable to any act or omission by or on behalf of Consultant or any Subconsultant. In the event of a County-directed suspension of Services, and such suspension is in no way attributable to any act or omission by or on behalf of Consultant or any Subconsultant, Consultant shall be paid for services reasonably required to demobilize and remobilize services in accordance with the rate schedule in the SOW. In the event of termination by Consultant under this Part 11.04, Consultant shall be paid for services performed and authorized expenses incurred on or before the effective date of such termination.

**PART 12 - DISPUTE RESOLUTION**

**12.01 Consultant's Questions & Concerns**

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

**12.02 Dispute Resolution During Construction**

- A. Alternate Dispute Resolution (ADR)
  - 1. Owner intends, but shall not be required, to use ADR techniques including Partnering and Mediation during Design.
- B. Consultant and its Subconsultants shall participate in all ADR efforts as directed by Owner.
- C. In the event that Owner elects to utilize such ADR, the cost of such Partnering training facilities and facilitator will be borne equally by the parties hereto.

**12.03 Negotiations Before and During Mediation**

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

**12.04 Mediation**

- A. Voluntary Mediation
  - 1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant agree to attempt to resolve the matter by Mediation.
  - 2. Said Mediation is non-binding, and intended to provide an opportunity for the parties hereto to evaluate each other's cases and arrive at a mutually agreeable solution.
- B. Initiation of Mediation
  - 1. Any party hereto may initiate Mediation by notifying the other party hereto in writing.
- C. Request for Mediation



County of Santa Barbara: General Services  
**Capital Division**

1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.
  2. Within ten (10) days of a Party's receipt of a Request for Mediation, the Party in receipt of such Request for Mediation shall provide to the requesting Party a written response indicating whether the receiving Party is willing to participate in voluntary, non-binding mediation with respect to such dispute or claim.
- D. Selection of Mediator
1. Within fourteen (14) days of a Party's written response to a Request for Mediation indicating that such Party is willing to participate in meditation with respect to the dispute or claim at issue, the Parties hereto will confer to select an appropriate mediator agreeable to all Parties.
  2. If the Parties hereto cannot agree on a mediator, they may accept a mediator appointed by a recognized association such as the American Arbitration Association.
- E. Qualifications of a Mediator:
1. Any mediator selected hereunder ("Mediator") must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
  2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
  3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the Parties will confer and decide whether to select another Mediator.
- F. Vacancies
1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the Parties agree otherwise.
- G. Representation
1. Any Party may be represented in the Mediation by person(s) of their choice who must have full authority to negotiate.
  2. The names and addresses of such representative(s) must be communicated in writing to all Parties and to the Mediator.
- H. Time and Place of Mediation
1. The Mediator will set the time of each Mediation session.
  2. The Mediation will be held at a convenient location agreeable to the Mediator and the Parties, as determined by the Mediator.
  3. All reasonable efforts will be made by the parties hereto and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.
- I. Identification of Matters in Dispute
1. Unless a longer period of time is required by the Mediator, at least ten (10) days before the first scheduled Mediation session, each Party must provide the Mediator a brief memorandum setting forth such Party's position with regard to the issues identified in the Request for Mediation, and any other pertinent issues that such Party believes need to be resolved. At the discretion of the Mediator, or otherwise agreed by the Parties, the Parties hereto may mutually exchange such memoranda.



County of Santa Barbara: General Services  
**Capital Division**

2. At the first Mediation session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each Party to supplement such information.

J. Authority of Mediator

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

K. Privacy

1. Mediation sessions are private.
2. The Parties and their representatives may attend Mediation sessions.
3. Other persons may attend Mediation sessions only with the prior written consent of each of the Parties, and with the consent of the Mediator.

L. Confidentiality

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

M. No Stenographic Record

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

N. Termination of Mediation

1. The Mediation shall be terminated:
  - a. By the execution of a Settlement Agreement by the Parties with respect to the issues subject to the Mediation;
  - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or



County of Santa Barbara: General Services  
**Capital Division**

- c. By a written declaration of one or more of the Parties to the effect that the Mediation proceedings are terminated.
- O. Exclusion of Liability
  - 1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.
- P. Interpretation and Application of These Mediation Provisions
  - 1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.
- Q. Expenses
  - 1. The expenses of witnesses for each Party must be paid by the Party producing such witnesses.
  - 2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned equally between the Parties, or as may otherwise be agreed by the Parties, provided, however, that a Party shall not be responsible for any such Mediation expense to which such Party did not consent in advance in writing.

**12.05 Compensation for Participation in Mediation**

- A. Consultant is not entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and Owner arising out of this PSA.

**12.06 Litigation**

- A. Disputes that remain unresolved following mediation shall be determined by litigation.

**PART 13 - MISCELLANEOUS PROVISIONS**

**13.01 Capitalization and Formatting**

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

**13.02 Force Majeure**

- A. Neither party hereto shall be liable to the other Party hereto for damages or delay in performance caused by events beyond the control of such Party or such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, provided that (i) such events are not in any way attributable to any act or omission by or on behalf of such Party or any of such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, and (ii) the Party claiming such delay promptly provides written notice to the





County of Santa Barbara: General Services  
**Capital Division**

other Party specifying the cause and a good faith estimate of the duration of such delay (“Force Majeure Notice”), and (iii) such Party cures such delay and resumes performance hereunder as soon as practicable under the circumstances. Except for those commitments identified in the Force Majeure Notice, the affected Party shall not be relieved of its responsibility to fully perform as to all other obligations of such Party under this Agreement. Notwithstanding the foregoing, if such Force Majeure event continues for a period of more than 90 days from the date of such Force Majeure Notice, the County shall be entitled, in its sole discretion, to immediately terminate this Agreement upon written notice to Consultant.

### **13.03 Waiver**

- A. In the event any provision of this PSA is held to be invalid and unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding on the Parties.
- B. One or more waivers by either Party of any provision, term, condition or covenant shall not constitute a waiver of any subsequent breach.

### **13.04 Timely Approvals**

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

### **13.05 Ownership & Use of Deliverables and Instruments of Service**

- A. Upon payment in full for Services rendered, Owner shall be the owner of the following items in connection with this Agreement upon creation, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Consultant shall not release any of such items to any other person except after prior written approval of Owner.
- B. Upon payment in full for Services rendered, unless otherwise specified herein, Consultant hereby assigns to Owner all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Consultant pursuant to this PSA excepting Consultant's or any third party's pre-existing intellectual property and proprietary information, including standard specifications, design details, or other data or derivative works not developed specifically for this Agreement (collectively referred to as “Copyrightable Work and Inventions”). Owner shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions and all Deliverables provided to County hereunder. Consultant agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder, including all licenses and permissions as may be necessary for County to use all Deliverables produced by Consultant hereunder. Consultant warrants that no Copyrightable Works and Inventions or any other item provided under this Agreement will infringe upon any intellectual property or proprietary rights of any third party. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay all damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims.
- C. This Part 13.05 shall survive expiration or termination of this PSA.
- D. Consultant is not entitled to any fees for Owner's use of any Deliverable or instrument of Service unless Owner enters into a separate agreement with Consultant specifically providing for such fees.

**13.06 Reliance**

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

**13.07 Taxes**

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

**13.08 Conflicts of Interest**

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

**13.09 No Publicity or Endorsement**

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

**13.10 Non-Discrimination**

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

**13.11 Execution in Counterparts**

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

**13.12 Governing Law**

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

**PART 14 - NOTICES**



County of Santa Barbara: General Services  
**Capital Division**

- A. All notices will be deemed to have been given when made in writing and delivered or mailed to the respective representatives of Owner and Consultant at their respective addresses as shown in Exhibit E ("Notices"), attached hereto and incorporated herein by reference.

#### **PART 15 - LIMITS OF AGREEMENT**

- A. This PSA, including all Exhibits hereto, together with the Request for Qualifications and Proposals for Project 23014-1 pursuant to which this Agreement was procured and which is attached hereto as Attachment 1 and hereby incorporated herein by reference ("RFQ/P"), and Consultant's Proposal submitted to County in response to same, a copy of which is attached hereto as Attachment 2 ("Proposal"), constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereof, and supersede all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant, except as otherwise expressly authorized herein.
- C. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

#### **PART 16 - ORDER OF PRECEDENCE**

- A. In the event of conflict or inconsistency between the provisions contained in Parts 1 through 18 of this Agreement and the provisions contained in the Exhibits and Attachments, the provisions contained in Parts 1 through 18 of this Agreement shall control and prevail over those in the Exhibits and Attachments, other than Exhibit D, which shall control and prevail. Consultant agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between Consultant's Proposal (attached hereto as attachment 2), on the one hand, and any other provision(s) of this Agreement, on the other, the provisions of this Agreement (including the RFQ/P) other than Consultant's Proposal shall take precedence and control and prevail.

#### **PART 17 - EXHIBITS**

- A. The following listed Exhibits and Attachments referred to herein are incorporated in this PSA as though set forth in full.
1. Exhibit A, "Consultant's Scope of Work & Hourly Rates"
  2. Exhibit B, "Consultant's Staff & Subconsultants"
  3. Exhibit C, "Consultant's Compensation"
  4. Exhibit D, "Indemnification And Insurance Requirements"
  5. Exhibit E, "Notices"
  6. Attachment 1, RFQ/P
  7. Attachment 2, Consultant's Proposal



County of Santa Barbara: General Services  
**Capital Division**

**PART 18 - Agreed Remedies.**

- A. Except for claims under the Indemnification provision in Exhibit D, Consultant's total aggregate liability to Owner for any and all damages arising out of this Agreement or the Project will never exceed the maximum sum of Two Million and No/100 United States Dollars (USD 2,000,000.00).

*[Signatures appear on the following page.]*



County of Santa Barbara: General Services  
**Capital Division**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement to be effective as of the first date executed by all of the parties hereto.

**County of Santa Barbara**

By: \_\_\_\_\_  
**STEVE LAVAGNINO, CHAIR  
BOARD OF SUPERVISORS**

**ATTEST:**  
MONA MIYASATO,  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

**CONSULTANT:**  
Hellmuth, Obata & Kassabaum, Inc.  
757 South Alameda Street, Suite 400  
Los Angeles, CA 90021 USA

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

DocuSigned by:  
*Albert Kaneshiro*  
By: \_\_\_\_\_  
Albert Kaneshiro, Sr. Regional Practice Leader

**APPROVED AS TO FORM:**  
RACHEL VAN MULLEM  
COUNTY COUNSEL

Signed by:  
*Lauren Wideman*  
By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**  
BETSY SCHAFFER, CPA, CPFO  
AUDITOR-CONTROLLER

DocuSigned by:  
*Betsy Schaffer*  
By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
GREGORY MILLIGAN  
RISK MANAGER

Signed by:  
*Greg Milligan*  
By: \_\_\_\_\_  
Risk Manager

**RECOMMENDED FOR APPROVAL:**  
KIRK LAGERQUIST, DIRECTOR  
GENERAL SERVICES DEPARTMENT

DocuSigned by:  
*Kirk Lagerquist*  
By: \_\_\_\_\_  
Department Head

**END OF AGREEMENT**



## EXHIBIT A

### **SCOPE OF WORK; HOURLY RATES**

Consultant shall perform all of the following services set forth in this Scope of Work ("Services") in exchange for the not to exceed Base Contract Amount set forth in the table below and in Section 1.a of Exhibit C, below, which shall include all overhead, administrative costs, and profit.

**CONSULTANT:** HELLMUTH, OBATA & KASSABAUM, INC.

#### **SCOPE OF WORK:**

Statement of Work: The following tasks and deliverables shall be incorporated into this agreement:

#### **Workplan**

Note for all tasks: The HOK team will meet once every two weeks virtually with the Client to provide brief status updates. Agendas and minutes will be provided.

#### **Task 1: Site Assessment**

##### 1.1 Desktop Research, Document Review

The HOK team will review the Calle Real Campus Master Plan, previous design guidelines documents and associated CEQA documentation. We will work with the County to identify relevant planning studies and reports, policy documents, development proposals, and data sets for use in the effort. We will prepare 2D/3D base maps of the campus. We assume a complete and accurate survey including existing boundaries, easements, topography, vegetation, utilities, and built structures will be provided by the County.

##### 1.2 Meeting #1: Kickoff, Visioning Session & Site Visit (In Person)

HOK will organize a day-long kickoff, visioning session and in-person site visit for the full project team. We will review project goals; recap scope, schedule and deliverables; and establish communication and document review protocols. The visioning session will help us define key stakeholders and identify a list of these stakeholders we would want to interview. We see this session as being highly interactive, with activities that draw out goals, opportunities and key considerations. We also recommend walking and driving the site together. This will let us share observations, insights and expectations based on the same experience. The visit will confirm base information and help us assess physical site characteristics like site constraints, topographic features, surrounding context, and current architectural and site character.

##### 1.3 Analysis of Local Conditions

The HOK team will analyze local conditions and how these may influence the standards. We will provide an overview of local architectural types and forms; analyze the public realm, landscape features, view sheds, and connectivity of the campus; and survey existing buildings in and near the campus to understand defining characteristics. The HOK team will interrogate how the topography, climactic conditions, site history and planned improvements should shape the new standards. We will assess the success of the current design guidelines in achieving desired outcomes, and use that to inform the approach, level of detail and prescriptiveness of the new standards.

Page & Turnbull will review previous reports related to historic resources, including the Cultural Resources Inventory Report in the Program Environmental Impact Report (PEIR), to confirm the historic resources at the campus. They will identify the exterior character-defining features of the historic resources in a memorandum.



## 1.4 Stakeholder Sessions

HOK will lead up to five virtual stakeholder sessions to gather necessary data to aid in the standards development. Stakeholders may include representatives of County departments on campus; government representatives responsible for entitlements, design and permitting approvals; the County Assistant CEOs and Supervisors; and representatives of non-County

campus organizations. These sessions will be interactive and tailored to gather input on vision, goals and the design and approvals process.

## 1.5 Meeting #2: Site Assessment and Stakeholder Summary Presentation (Virtual)

HOK will present a synthesis of the local conditions analysis, and a summary of the feedback from the stakeholder sessions, clearly outlining how these findings will shape and guide the standards development in the next task.

### **Task 1 Deliverables:**

- In-person kickoff meeting and visioning session with meeting agenda and minutes; Site assessment and stakeholder summary presentation, in PDF format.

## **Task 2: Standards Development**

### 2.1 Design Standards Vision & Principles

Based on the process and outcomes of Task 1, HOK will craft a draft vision statement and set of guiding principles for the standards. These will help track the usefulness and relevance of each standard as they are compiled and refined.

### 2.2 Meeting #3: Review Design Standards Vision & Principles (Virtual)

HOK will host a virtual meeting to review feedback and finalize the vision and principles statements with the County.

### 2.3 Standards Development by Topic

#### **Land Use Standards:**

The HOK team will establish a campuswide land use plan, clearly defining the zones and development intensities for institutional and government, residential, recreational, open space and other relevant land uses. HOK and Sherwood will create a subdivision plan, with a clear naming/numbering system. For each block, standards will be established related to items like lot coverage, setbacks, FAR, access, service/loading, parking locations, open space requirements, max impervious surface, height restrictions, restricted uses and/or permitted encroachments.

Standards related to ground floor building activation, indoor-outdoor connections, and design for convergence and interaction will also be explored. Lastly, we understand the campus gateways along Hwy 101 will need a specific set of standards related to how they announce the campus both functionally and aesthetically.

#### **Access & Connectivity Standards:**

Fehr & Peers will forecast future travel demand based on the land uses envisioned on the site to define the roadway capacity and network of street types required to serve the development. The County's daily



roadway capacities as defined in the Circulation Element will be used to size the roadway network. Pedestrian and bicycle circulation will be incorporated into the street design standards. In addition, bicycle parking and vehicle parking design standards will be developed to identify the amount of parking that should be provided throughout the site, and how shared parking can be approached. Public transit service routes through the site and on-site bus stop locations will also be identified.

The HOK team will develop streetscape standards with consideration given to universal access, placemaking quality, green infrastructure and stormwater management best practices. Typical street sections will be illustrated by type, showing public realm, roadway, setback dimensions and utility locations.

### **Landscape Standards:**

The HOK team will develop standards for open space and natural areas on campus, organized by type and hierarchy. Standards for parks, plazas, streetscapes, trails and walking paths will be developed, differentiated further by scale, level of privacy, and whether these spaces are more active or passive. The standards will include:

- Landscape materials and elements selection criteria (planting and paving)
- Planting palette – HOK and RANA will develop a planting approach that considers native vegetation, site-adapted species, habitat support and biodiversity, erosion control, fuel management, irrigation requirements, and water conservation goals
- Site buffer zones, fences, walls and screening types
- Site, streetscape and open space furnishings
- Exterior lighting

### **Architectural Standards:**

The HOK team will establish building design criteria by typology of building and intended occupant type, as well as by campus character zones where appropriate. Elements such as the following will be considered:

- Building orientation, form, height, articulation, massing, and upper story setbacks
- Ground floor expression and transparency requirements
- Canopies, protrusions and other building elements
- Predominant materials and use of color
- Climate-appropriate design elements, including for thermal comfort
- Mechanical screening requirements (ground and rooftop)
- Indoor occupant health, well-being and productivity considerations
- Sustainability/LEED goal by building type
- Exterior lighting

### **Infrastructure and Utilities Standards:**

The HOK team will develop general standards for infrastructure and utilities, including potable water, sanitary sewer, recycled water system, and gas and electricity. HOK and Sherwood will build in best practices for stormwater detention and site grading and drainage requirements.





### **Sustainability and Resiliency Standards:**

The HOK team will identify campuswide sustainability and resiliency standards relating to fire and risk resiliency, such as defensible space strategies; waste, water and energy efficiency standards, tied to local regulations and County goals; and standards for climactic and thermal comfort.

### **Signage, Wayfinding and Public Art Standards:**

HOK will work with SPD to create a signage and wayfinding system for each character area or campus zone. We will create design standards for directional, informational, regulatory, and identification signs. This will include specifications for materials, colors, and typography to ensure consistency and clarity throughout the campus. We will develop a strategic approach to wayfinding that considers campus layout, key destinations, and user demographics.

Wayfinding solutions will be developed to be intuitive, user-friendly, and inclusive for all campus visitors. We will explore opportunities for digital signage, interactive kiosks, and mobile wayfinding applications, ensuring that solutions are sustainable, scalable, and enhance the overall user experience. The HOK team will also establish standards for the provision and presentation of public art throughout the campus. This includes defining eligible types of art, identifying art requirements based on project and development type, standards for location and access, etc.

### **Historic Resources Standards:**

The Calle Real Campus Urban Design Guidelines from 2003 identified two historic buildings at the campus

- The one-story Casa del Mural from 1917 designed by Edwards & Plunket as a clinic for the tuberculosis sanitarium that was the original core of the campus and
- The two-story Archives building.

It appears at least one of these two buildings will remain at the campus in the Master Plan. The Cultural Resources Inventory Report in the Program Environmental Impact Report (PEIR) for the Master Plan may identify additional CEQA-eligible historic resources, which may be buildings, landscapes/sites, or historic districts (contiguous grouping of buildings, structures, sites, and/or objects).

Page & Turnbull will craft the Design and Development Standards for new development around historic resources to confirm they will be sensitive and compatible with the historic scale, massing, and character. As the PEIR is anticipated to be released in late 2024, the number and identity of the eligible historic resources are not yet known.

For the purposes of this proposal, we assume a limited number of historic resources – likely no more than five (5) buildings, or landscapes, and no historic districts – will remain at the campus that will need to be taken into consideration when developing the Design and Development Standards.

Page & Turnbull will provide input and feedback on the Landscape, Sustainability and Resilience Standards, Signage, Wayfinding and Public Art, and Implementation Standards as they relate to the historic resources.

## **2.4 Implementation Standards**

The HOK team will support the County in recommending procedural and regulatory updates that help make the standards actionable and implementable. This may include outlining responsibilities for each major County and municipal stakeholder in implementing the standards; identifying the means of establishing the location and extent of major streets, parks and open spaces, and other shared amenities; exploring disposition and development agreements or other similar contractual arrangements for executing the standards; helping draft standards for project initiation, procurement, design review, plan



check, permitting, approvals processes and inspections; advising on items like submittal requirements; and identifying where current County regulations need to be amended/supplemented.

2.5 Meeting #4: Review Preliminary Standards Progress (Virtual)

HOK will host a virtual session to review the preliminary standards and implementation recommendations.

**Task 2 Deliverables:**

- Preliminary standards presentation; Report outline, table of contents and proposed chapters

**Task 3: Standards Report**

3.1 Draft Report

The HOK team will develop a comprehensive draft standards report in PDF format, to include draft narrative, precedent and reference imagery, historic imagery, current photographs, 2D/3D diagrams, tables and reference lists, and standard details if applicable. We will request comments and markups using a Bluebeam session or Adobe Cloud document.

3.2 Meeting #5: Review Draft Standards Progress and Markups (Virtual)

3.3 Final Report

The HOK team will finalize the standards report per feedback on the draft. HOK will perform a quality assurance/quality control review to this document and all appendices and deliver the final report in a high-resolution PDF format.

3.4 Meeting #6: Final Standards Executive Summary Presentation (Virtual) Task 3 Deliverables:

- Draft design and development standards report; Final design and development standards report; Executive summary design and development standards report presentation

**Task 4: Support for Approvals**

HOK will support County staff with assembling, attending and presenting presentations to up to two total Planning Commission and Board of Supervisors hearings. These max of two hearings are assumed to be in-person.

**Task 4 Deliverables:**

- Assistance in developing presentation for each hearing; Attendance of up to two HOK team members at each hearing



County of Santa Barbara: General Services  
**Capital Division**

**Base Contract Amount Breakdown:**

			Task 1: Research and Due Diligence		Task 2: Design Standards Development		Task 3: Standards Report		Task 4: Support for Approvals (Community & ...)		Subtotals
Title	Name	Hourly Rate	Hours	Fee	Hours	Fee	Hours	Fee	Hours	Fee	
<b>1 HOK</b>											
Director of Planning	Brian Jencek	\$ 415	6	\$ 2,490	14	\$ 5,810	5	\$ 2,075	10	\$ 4,150	
Regional Leader of Planning	Cristina Ungureau	\$ 300	79	\$ 23,700	90	\$ 27,000	68	\$ 20,400	10	\$ 3,000	
Sr. Urban Designer	Onur Ekmekci	\$ 160	100	\$ 16,000	0	\$ -	0	\$ -	0	\$ -	
Sr. Planning Prof	Boxiang Yu	\$ 160	20	\$ 3,200	170	\$ 27,200	120	\$ 19,200	0	\$ -	
Design Principal	Adaeze Cadet	\$ 415	8	\$ 3,320	14	\$ 5,810	5	\$ 2,075	0	\$ -	
Sr. Design Prof - Arch	Manh Tran	\$ 145	50	\$ 7,250	145	\$ 21,025	50	\$ 7,250	0	\$ -	
Design Prof - Arch	Design Prof	\$ 110	100	\$ 11,000	165	\$ 18,150	150	\$ 16,500	0	\$ -	
Landscape PM	Willie Nishizawa	\$ 200	28	\$ 5,600	60	\$ 12,000	45	\$ 9,000	0	\$ -	
Landscape Design Professional	Wenxi Huang	\$ 110	40	\$ 4,400	155	\$ 17,050	120	\$ 13,200	16	\$ 1,760	
Landscape Design Professional	Niti Tataria	\$ 110	100	\$ 11,000	60	\$ 6,600	100	\$ 11,000	16	\$ 1,760	
Sustainable Design Leader	Meng Gong	\$ 230	2	\$ 460	16	\$ 3,680	12	\$ 2,760	0	\$ -	
Sustainable Design Specialist	Ye Chan Park	\$ 140	17	\$ 2,380	25	\$ 3,500	23	\$ 3,220	0	\$ -	
Director of Lighting Design	Tom Kaczkowski	\$ 240	18	\$ 4,320	25	\$ 6,000	23	\$ 5,520	0	\$ -	
				\$ 95,120		\$ 153,825		\$ 112,200		\$ 10,670	\$ 371,815
			0								
<b>2 Fehr &amp; Peers</b>											
Principal	Sarah Brandenburg	\$ 250	4	\$ 1,000	8	\$ 2,000	2	\$ 500	0	\$ -	
Senior Associate	Lilly O'Brien	\$ 275	8	\$ 2,200	24	\$ 6,600	10	\$ 2,750	0	\$ -	
Senior Planner/Engineer	Dongyang Lin	\$ 195	8	\$ 1,560	32	\$ 6,240	8	\$ 1,560	0	\$ -	
Planner/Engineer	Sebastian Silva	\$ 165	14	\$ 2,310	50	\$ 8,250	8	\$ 1,320	0	\$ -	
Business Services/Accounting	Andrea Bjornlie	\$ 160	3	\$ 480	8	\$ 1,280	4	\$ 640	0	\$ -	
		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
				\$ 7,550		\$ 24,370		\$ 6,770		\$ -	\$ 38,690
<b>3 Sherwood</b>											
Principal	Jimmy Galvez	\$ 270	6	\$ 1,620	1	\$ 270	0	\$ -	0	\$ -	
Associate Principal	Jim Remlin	\$ 245	2	\$ 490	4	\$ 980	4	\$ 980	0	\$ -	
Project Manager	George Harlow	\$ 225	8	\$ 1,800	6	\$ 1,350	8	\$ 1,800	0	\$ -	
Project Engineer	Chris Boswell	\$ 205	36	\$ 7,380	30	\$ 6,150	28	\$ 5,740	0	\$ -	
Design Engineer I	Kristine Ocampo	\$ 170	19	\$ 3,230	22	\$ 3,740	18	\$ 3,060	0	\$ -	
Project Administrator	Vicki Miller	\$ 145	4	\$ 580	4	\$ 580	3	\$ 435	0	\$ -	
		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
				\$ 15,100		\$ 13,070		\$ 12,015		\$ -	\$ 40,185
<b>4 Selbert Perkins Design</b>											
Partner/Creative Director	Robin Perkins	\$ 250	6	\$ 1,500	14	\$ 3,500	2	\$ 500	0	\$ -	
Principal	Paul Nagakura	\$ 200	10	\$ 2,000	20	\$ 4,000	3	\$ 600	0	\$ -	
Design Director	Brandon Reeves	\$ 175	20	\$ 3,500	40	\$ 7,000	8	\$ 1,400	0	\$ -	
Senior Designer	Carl Crooks	\$ 150	20	\$ 3,000	40	\$ 6,000	10	\$ 1,500	0	\$ -	
		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
		\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
				\$ 10,000		\$ 20,500		\$ 4,000		\$ -	\$ 34,500
<b>5 RANA</b>											
Principal Ecologist	Paul Kephart	\$ 435	10	\$ 4,350	6	\$ 2,610	5	\$ 2,175	0	\$ -	
Senior Associate	Aaron Ackerman	\$ 180	13	\$ 2,340	5	\$ 900	5	\$ 900	0	\$ -	
Design Associate	Shaedon Wedel	\$ 135	0	\$ -	3	\$ 405	6	\$ 810	0	\$ -	
Administration		\$ 110	0	\$ -	1	\$ 110	0	\$ -	0	\$ -	





County of Santa Barbara: General Services  
**Capital Division**

SCHEDULE OF HOURLY RATES		
HOK Firm Rates		
<b>Project Leadership</b>	Director of Planning	\$415
	Design Principal	\$415
	Principal	\$380
	Regional Leader of Planning	\$300
	Director	\$255
	Regional Leader	\$245
<b>Architecture</b>	Senior Project Designer	\$280
	Senior Project Manager	\$280
	Senior Project Architect	\$265
	Construction Admin/Specification Writer	\$225
	Senior Architect	\$210
	Project Manager	\$210
	Project Architect	\$205
	Project Designer	\$205
	Architect	\$175
	Senior Design Professional II	\$165
Senior Design Professional	\$145	
Design Professional	\$110	
<b>Planning / Landscape</b>	Senior Project Designer/Manager	\$200
	Senior Planner/UD/Landscape Arch	\$160
	Intermediate Planner/UD/Landscape Arch	\$140
	Junior Planner/UD/Landscape Arch	\$110
<b>Lighting Design</b>	Director of Lighting Design	\$240
<b>Sustainability</b>	Sustainable Design Leader	\$230
	Sustainable Design Specialist	\$140
<b>Specialty Consulting</b>	Graphic Design Specialist	\$120
	Visualization Specialist	\$135
<b>Other</b>	IT Specialist	\$110
	Project Administrator	\$120

SCHEDULE OF HOURLY RATES		
HOK Team Subconsultant Rates		
<b>Fehr &amp; Peers</b>	Principal I	\$350
	Principal II	\$250
	Senior Associate	\$275
	Associate	\$260
	Sr. Planner/Engineer	\$195
	Planner/Engineer	\$165
	Business Services	\$160
<b>Sherwood</b>	Principal	\$270
	Associate Principal	\$245
	Senior Engineer	\$235
	Senior Project Manager	\$235
	Technology Director	\$225
	Project Manager	\$225
	Senior Project Engineer	\$225
	Project Engineer / Project Strategist	\$205
	Design Engineer III / Designer III	\$190
	CAD Manager	\$200
	Design Engineer II / Designer II	\$182
	Senior CAD Technician	\$185
	Design Engineer I / Designer I	\$170
CAD Technician	\$155	
Graphic Designer	\$155	
Project Administrator	\$145	
<b>Selbert Perkins Design</b>	Partner	\$250
	Principal	\$200
	Design Director	\$175
	Project Manager	\$160
	Senior Designer	\$150
	Senior CAD Designer	\$150
	CAD Specialist/Designer	\$135
	Designer	\$135
Administrators	\$100	
<b>RANA</b>	Principal/Lead Ecologist	\$435
	Principal Landscape Architect	\$220
	Senior Project Manager	\$180
	Ecologist/GIS Analyst	\$180
	Design Associate	\$135
<b>Page &amp; Turnbull</b>	Principal	\$300
	Director	\$235
	Senior Architect / Senior Project Manager	\$215
	Architect 2 / Project Manager	\$180
	Architect 1	\$165
	Senior Designer / Senior Project Manager	\$190
	Designer 2 / Project Manager	\$155
	Designer 1	\$130
	Junior Designer	\$120
	Sr. Cultural Resources Planner / Sr. Project Manager	\$165
Cultural Resources Planner 2 / Project Manager	\$145	
Cultural Resources Planner 1	\$130	
Junior Cultural Resources Planner	\$115	

**END EXHIBIT A**



**EXHIBIT B**

**CONSULTANT'S STAFF & SUBCONSULTANTS**

- A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be Cristina Ungureanu, AICP, Principal, Regional Leader of Planning. Consultant declares that Consultant's Project Manager shall be Willie Nishizawa.
- B. Consultant will only employ Subconsultants identified in the Consultant's Proposal submitted in response to the County's RFQ/P for this project (each, a "Subconsultant"), as set forth below, and each Subconsultants must, if their profession or specialty is licensable, be licensed by the State of California to perform such Services. Consultant must obtain Owner's prior written approval of any other subconsultants or subcontractors. Upon Owner's request, Consultant shall provide copies of all Subconsultant contracts to Owner.
- C. None of the Staff or Subconsultants specified in this Agreement shall be replaced without OPM's prior written approval in each instance. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, upon written notice from the OPM, Consultant shall, within fifteen (15) calendar days, remove that person from the Project and provide a qualified replacement acceptable to OPM, and subject to OPM's prior written approval.

**List of Consultant's Staff**

- Cristina Ungureanu – Principal-in-Charge
- Willie Nishizawa – Project Manager and Landscape Standards
- Rae Smith – Urban Design Standards
- Adaeze Cadet – Architectural Standards
- Meng Gong – Sustainability & Resiliency Standards
- Brian Jencek – Strategic Planning Advisor
- Tom Kaczowski – Lighting Standards

**List of Subconsultants:**

- Fehr & Peers – Transportation
- Sherwood – Civil Engineering
- Selbert Perkins Design – Signage & Wayfinding
- RANA – Ecological Design
- Page & Turnbull – Historic Resources

**END EXHIBIT B**



County of Santa Barbara: General Services  
**Capital Division**

**EXHIBIT C**

**CONSULTANT'S COMPENSATION**

**1. COMPENSATION SUMMARY**

a.	Consultant's <b>Not to Exceed Fee</b> for the performance of all of the <b>Services</b> described in Exhibit A, "Consultant's Scope of Work" and Section 4 of the RFQ/P, shall be:	
	Base Contract Amount	\$520,210.00
	<b>SUBTOTAL: Base Contract Amount</b>	<b>\$520,210.00</b>
b.	<b>Allowance for Reimbursable Expenses pursuant to Part 10.02</b>	<b>1 \$0</b>
c.	Supplemental Services Allowance for Supplemental Services that may be authorized by the Owner in writing pursuant to a duly executed <b>Change Order</b> issued during the Term in accordance with Part 10.03, above.	<b>\$38,510.00</b>
d.	<b>MAXIMUM COMPENSATION LIMIT (a+b+c)</b>	<b>\$558,720.00</b>

**2. PROGRESS PAYMENTS**

- a. For the **Base Contract Amount**, progress payments will be on a **FIXED HOURLY FEE** basis for completion of each of Tasks 1, 2, 3 and 4 in accordance with Exhibit A, including Attachment 1 thereto.
- b. For Consultant compensation payable hereunder in terms of an **HOURLY FEE**, payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A, above, (**Consultant must include substantiating documentation for each payment request hereunder, including a breakdown of the staff hours for particular tasks performed as a task-fee breakdown**)
- c. Only invoices identifying personnel listed in Exhibit A or B, above, will be accepted by Owner as valid substantiation for hourly fee payment requests.
- d. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period. including, but not limited to, all completed milestones and deliverables.

**END EXHIBIT C**



**EXHIBIT D**  
**Indemnification and Insurance Requirements**  
**(For Design Professional Contracts)**

**INDEMNIFICATION**

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

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

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

**INSURANCE**

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

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

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





County of Santa Barbara: General Services  
**Capital Division**

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required



County of Santa Barbara: General Services  
**Capital Division**

insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

**END EXHIBIT D**



County of Santa Barbara: General Services  
**Capital Division**

**EXHIBIT E**  
**NOTICES**

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

**a. Owner:**

County of Santa Barbara  
Capital Division  
1105 Santa Barbara St. (Historic Courthouse, 2<sup>nd</sup> Floor)  
Santa Barbara, CA 93101

Attention: John Green, Capital Division Chief, General Services Department  
(805) 568-934-6229/ jlgreen@countyofsb.org

**b. Consultant:**

Hellmuth, Obata & Kassabaum, Inc.  
757 South Alameda Street, Suite 400  
Los Angeles, CA 90021 USA

Attention: Cristina Ungureanu, AICP, Principal, Regional Leader of Planning

**END EXHIBIT E**