

Attachment: A

Professional Services Agreement

Ravatt Albrecht



County of Santa Barbara: General Services
Capital Division

AMENDED PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA BARBARA

And

Ravatt Albrecht Architects

For

Expanded Design and Construction Support Services

For

**Santa Maria Probation Juvenile Correctional Center Housing Units 1/2/3 Remodel
4623 California Blvd, Santa Maria, CA 93455**

PROJECT NUMBER: PRJ-000139 (21055)



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PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL ARCHITECTURAL SERVICES

This Professional Services Agreement ("Agreement") is entered into by and between THE COUNTY OF SANTA BARBARA ("Owner" or "County") and Ravatt Albrecht and Associates, a Subchapter S-Corporation in the state of California ("Consultant" 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 additional Architectural design and professional planning consulting services to Owner in connection with Santa Maria Juvenile Corrections Center Housing Units 1,2,3 Remodel ("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 and 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 Two Hundred Ninety-Seven Thousand Four Hundred Fifty dollars (\$200,000.00 "Base Contract Amount" and \$97,450.00 Additional Services). 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



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- 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 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 completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

3.02 Approval & Permit Fees

- 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 any act or omission 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



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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, 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 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.
 - 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 the 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 all such Federal, State, and outside funding sources.
- C. HCAI (formally known as OSHPD) Jurisdiction



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1. If the 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
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 promptly perform all Services and Deliverables in accordance with the Project schedule approved by the County.
- B. Consultant shall perform all Services and Deliverables within the time and Project schedule set forth in this Agreement. Time is of the essence in this Agreement.



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- 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 revised project plans and specifications with all requested additional designs for security updates for bidding the project, as set forth in the SOW shall be on a fixed fee basis upon completion of each such milestone and in the respective amounts for each such monthly billing for meetings and technical responses as needed over the course of the length of the construction of the project as set forth in the SOW.



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- 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 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 pre-construction 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. 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.
- B. All reimbursable expenses hereunder, including travel, mileage, copying, printing, plotting, and visualizations are included in the Base Contract Amount and shall not be invoiced more often than monthly.

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



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designee ("Change Order"), and only to the extent expressly authorized by the County Board of Supervisors in approving this PSA.

10.04 Payment

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. -

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



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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.



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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
 - 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.



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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.
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.



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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
 - 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



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- 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.

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 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. 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



County of Santa Barbara: General Services
Capital Division

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.

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 (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.

- B. This Part 13.05 shall survive expiration or termination of this PSA.
- C. 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



County of Santa Barbara: General Services
Capital Division

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

- A. All notices will be deemed to have been given when made in writing and delivered or mailed to the respective representative(s) 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 21055 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



County of Santa Barbara: General Services
Capital Division

- 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. Exhibit F, "Federal Provisions"
 7. Attachment 1: RFQ/P
 8. Attachment 2: Consultant's Proposed Amendment

[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: _____
LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS


CONSULTANT:
RAVATT ALBRECHT & ASSOCIATES, INC.

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


By: _____
Deputy

DocuSigned by:

By: _____
00332ABA769E427...
Name: Greg Ravatt
Title: President


APPROVED AS TO
RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:

By: _____
98B45FFED91E4FC...
Deputy County Counsel

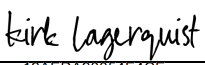
APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFER, CPA, CPFO
AUDITOR-CONTROLLER

Signed by:

By: _____
02BA147EF6A84DE...
Deputy

APPROVED AS TO
GREGORY MILLIGAN
RISK MANAGER

Signed by:

By: _____
05F565F00269466...
Risk Manager

RECOMMENDED FOR APPROVAL:
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:

By: _____
19AEDA90054E4CE...
Department Head

END OF AGREEMENT



County of Santa Barbara: General Services
Capital Division

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 fixed fee 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.

ORIGINAL SCOPE OF WORK:

- Design services to include a review of existing housing units # 1,2,3, site conditions and new program requirements for housing wards of the state at appropriate security levels.
- Remodel of units 1, 2 & 3 to include replacement of security cell doors, lighting, high bay windows, dorm showers, staff restroom, staff security command station, conversion of cell unit to staff offices, refresh of floor and wall finishes. Alterations or augmentation to the existing Electrical, Data, Plumbing, and HVAC systems, are anticipated.
- Complete deliverable of construction plans and specifications on approved Schematic design. Third party construction cost estimate prior to bidding.

ADDITIONAL SCOPE OF WORK:

- Amend construction plans and documents to include additional security systems modifications and hardware requested by Probation not originally identified in original design scope of work.
- Architectural support through bidding, award, and construction phases including close out.

Base Contract Amount Compensation Schedule:

Consultant will bill monthly for technical support and review of submittals from the contractor as needed through the bidding process and length of the construction phase of the project.

Rate Schedule for Supplemental Services:

The following hourly rates, which include all overhead, administrative costs, and profit, shall apply to any and all Supplemental Services performed during the Term in accordance with duly executed Change Orders.



HOURLY RATE SCHEDULE
RAVATT, ALBRECHT & ASSOCIATES, INC.
Effective January, 2025

EMPLOYEE RATES

Principal Architect/Projects Director	\$190.00
Licensed Project Architect	170.00
Architecture Technician	150.00
Principal Engineer.....	190.00
Project Manager.....	170.00
Licensed Mechanical Engineer	150.00
Staff Engineer	120.00
CAD Technician.....	135.00
Senior CAD	150.00
Senior Designer	190.00
Clerical.....	75.00

MILEAGE RATE (REIMBURSABLE)

Per mile	70
----------------	----

REPRODUCTION COSTS (REIMBURSABLE)

Graphics, Printing.....	Invoice plus 15%
-------------------------	------------------

CONSULTANT FEES (REIMBURSABLE)

Fees charged by RA’s consultants will be charged at actual cost, plus 15%, to cover overhead and administrative expenses.

BILLING AND PAYMENTS

Billing will be made on a monthly basis unless arranged otherwise. Payments are due and payable on presentation. Interest payments at the rate of 1-½% per month will be charged on balances which are more than 30 days past due.

END EXHIBIT A



County of Santa Barbara: General Services
Capital Division

EXHIBIT B

CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the Principal in- Charge- on behalf of Consultant shall be Gregg Ravatt. Consultant declares that Consultant's Project Manager(s) shall be Larry Mitchell and Michelle Stokes
- 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 the prior written approval of the Director, or his Assistant Director designee, 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 Owner, and subject to Owner's prior written approval.

List of Consultant's Staff (Architectural, Mechanical, Plumbing)

James Albrecht
Larry E. Mitchell
Michelle Stokes
Steven Swenk

List of Subconsultants:

Electrical: JMPE Electrical Engineering, John Maloney, E.E.
Structural: Cannon Corporation, Hooman Tavallali, Ph.D., S.E.
Fire Alarm: Deep Blue Integration, Curtis Streeter, SET, NICET IV, President/CEO

END EXHIBIT B

**Capital Division****EXHIBIT C****CONSULTANT'S COMPENSATION****1. COMPENSATION SUMMARY**

a.	Consultant's Fixed Fee for the performance of all of the Services described in <u>Exhibit A ("Consultant's Scope of Work")</u> shall be:	
	CN3119	\$200,000.00
	Bid Documents Updates:	
	Electronic Security Door locks & Controls	\$14,000.00
	Remote Light Controls & Intercom	\$3,400.00
	Fire Alarm Upgrade	\$17,250.00
	Enclosed Staff Workstation at Unit 2	\$10,200.00
	Revised Laundry Room Location	\$5,100.00
	Construction Support:	
	Bidding and Award of Contract	\$7,500.00
	Construction Administrative Services and Close Out	\$40,000.00
	SUBTOTAL: Base Contract Amount	\$297,450.00
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	\$1,745.00
	Supplemental Services Allowance for Supplemental Services that may be authorized by the Owner in writing pursuant to a duly executed Change Order issued during the Term in accordance with Part 10.03, above.	
a.		\$8,000.00
b.	MAXIMUM COMPENSATION LIMIT (a+b+c)	\$307,195.00

2. PROGRESS PAYMENTS

- a. For the **Base Contract Amount**, progress payments will be on a **FIXED FEE** basis for completion of each of milestone in accordance with Exhibit A.
- b. For Consultant compensation payable hereunder in terms of an **HOURLY FEE** (i.e., for Supplemental Services performed in accordance with duly executed Change Order(s)), 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.



EXHIBIT D

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

INDEMNIFICATION

A. Indemnification pertaining to Design Professional Services:

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

B. Indemnification pertaining to other than Design Professional Services:

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

**Capital Division**

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

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10. CG 20 26, Cg 20 33 or CG 20 38; and CG 20 37 if a later revisions used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.

**Capital Division**

6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the 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.

End Section D

SM JCC Units 1, 2 & 3 Remodel Request for Qualifications for Architectural Design Services

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
260 North San Antonio Road – Casa Nueva
Santa Barbara, CA 93110-1315

Attention: John Green, Assistant Director, General Services Department
(805) 896-2236/ jlgreen@countyofsb.org

b. Consultant:

Ravatt Albrecht & Associates
125 Union Ave.
Orcutt, CA. 93455
Attn: Greg Ravatt, Principal

END EXHIBIT E

ATTACHMENT F1



**REQUEST FOR QUALIFICATIONS (Copy / Original)
FOR
Architectural Design Services**

Publish Date: July 7, 2022 Submission Deadline: July 29, 2022

**Probation Santa Maria JCC Units 1,2 &3 Remodel Project
PROJECT #21055**

SANTA MARIA, CALIFORNIA

Santa Barbara County – General Services Department
1105 Santa Barbara Street, Second Floor
Santa Barbara, CA 93101

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Appendices

A	SITE MAP
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A	SAMPLE CONTRACT, TERMS AND CONDITIONS
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SM JCC Units 1, 2 & 3 Remodel Request for Qualifications for Architectural Design Services

1.0 INTRODUCTION

The County of Santa Barbara General Services Department (“County”) is soliciting proposals from qualified firms (“Architect”) to provide Architectural Design Services to remodel housing units # 1,2 &3 at the Santa Maria Juvenile Correctional Center located at 4623 California Blvd, Santa Maria CA.93455 (see Site Map, Appendix A)

The County of Santa Barbara Probation Department, and General Services will serve as a full design partners for the project and will provide current and future programming information that will guide the design and project implementation. The partnership is important and vital to project success. The County will award a single contract for the services requested in the RFQ.

Design services shall include the following:

- Design services to include a review of existing housing units # 1,2,3, site conditions and new program requirements for housing wards of the state at appropriate security levels.
- Remodel of units 1, 2 &3 to include replacement of security cell doors, lighting, high bay windows, dorm showers, staff restroom, staff security command station, conversion of cell unit to staff offices, refresh of floor and wall finishes. Alterations or augmentation to the existing Electrical, Data, Plumbing, and HVAC systems, are anticipated.
- Complete deliverable of construction plans and specifications on approved Schematic design. Third party construction cost estimate prior to bidding. Architectural support though bidding, award, and construction phases including close out.
- The purpose of this RFQ is to solicit meaningful proposals so that the County may select from a range of proposals that best meet our needs and requirements. The County urges all interested proposers to carefully review the requirements of this RFQ. Written qualification submittals containing the requested information will serve as the primary basis for final selection. All proposals will be reviewed by the Selection Committee. The County reserves the right to select a firm based on the responses to this RFQ and/or to conduct interviews at their discretion.

The County of Santa Barbara Probation Department and General Services (GS) Department comprised of the Capital Projects Division will serve as a full design partner for the project and will provide project related information that will guide the future design and project implementation. The partnership is important and vital to project success.

The County will award a single design contract for the services requested in the RFQ.

2.0 BACKGROUND

The purpose of this project is to modify the existing housing units to reflect the changing program and security needs to adequately provide safe housing for state wards at the Santa Maria Facility. The Probation Department has been awarded grant funding to assist with design and construction of this project to include modernization of the existing housing units’ bathrooms and showers, security stations for staff supervision of units, and conversion of cell units to office space within the housing units to support the Probation staff supervision of state wards under their care.

3.0 GOAL

The overall goal of this RFQ is to provide the County with architectural services for a complete design, cost estimate and construction administration for the modernization and conversion for housing units 1,2 &3 to specific program security requirements for realignment of Probation programs and staff to the Santa Maria

SM JCC Units 1, 2 & 3 Remodel Request for Qualifications for Architectural Design Services

Juvenile facility. The County will provide the existing plans for the Juvenile detention center upon award of the contract for the Architects use.

4.0 SCOPE OF WORK

Project Initiation and Concept Design: Establish overall project schedule and work plan to achieve completion of the conceptual design, schematic design, and construction documents to meet project goal dates; review available project documentation; identify County goals, objectives and expectations; finalize list of design meetings/site visits to the existing campus to be held with building users and stakeholder's with tentative dates set, as required. Review existing conditions, take any observations/measurements needed, decide on and conduct any testing and/or data recording necessary, and review existing drawings. Develop a Concept Design for review and confirmation with the County staff. Assembly and submittal of a cost estimate at the conclusion of Concept Design is required. Please note this process can be achieved through utilization of a 3rd party cost estimating firm. All cost estimates shall follow CSI Division and subsection formatting.

Schematic Design: Analysis of existing housing units' condition, utilities, plumbing, security doors, locks, and other security systems, Determination of all structural, architectural and code requirements (including permitting and CEQA) to connect change the security level to meet current program operational guidelines. Value Engineering efforts shall be included as needed to stay within budget parameters. Prepare schematic design documents (plans and outline specifications) for review with County staff sufficient to illustrate the proposed changes needed. Assembly and submittal of a cost estimate at the conclusion of schematic Phase is required. Please note this process can be achieved through utilization of a 3rd party cost estimating firm. All cost estimates shall follow CSI Division and subsection formatting.

Approval of the Schematic Design package shall be required in advance of proceeding to Construction Documents.

Complete Design and Construction Documents: This phase has three (3) deliverables: the 50% CD deliverable, the 95% CD deliverable and the Bid Set deliverable. The general goal of this phase is to advance (50%) and finalize (95%) the plans developed in the Schematic Design phase and issue the documents for bid (Bid Set). At the conclusion of this phase, the County shall receive a complete and bid ready set of 100% Construction Documents (plans and specifications) for the project.

- **Civil / Site Design:** Plans and/or details if/as required, sufficient to support modernization of existing building. Develop, finalize, and detail the design to include all necessary components required, including Planning, Permitting and CEQA.
- **Landscape:** Not required.
- **Specifications:** Sufficient to describe the products and requirements of the project including but not limited to: basis of design items, identification of acceptable materials and products, coordination requirements, common work results, identification, etc. Specifications shall be in CSI Format. The selected Architect shall be responsible for coordinating all divisions of the performance specifications.
- **Value Engineering:** Prior to proceeding to the 95% Construction Document phase, the Engineer shall perform value engineering exercises as required to maintain the project budget. The Architect shall allot two (2) separate meetings of up to two (2) hours each for this activity.
- **Incorporation of County Comments to the Construction Documents:** The Architect shall review, incorporate and/or respond to all County comments to the Construction Document deliverables (50% and 95%). The County will provide all comments back to the Architect within two (2) weeks of receipt of the deliverable. County requests that may have potential cost impacts to the project shall be flagged for discussion and resolution between the County and the Architect.
- **Signage:** As needed to reflect Staff and Wards travel path and any changes in locations of specific programs.
- **Schedule and Estimate:** Develop a detailed schedule and submit the construction documents, SOW and schedule to an independent cost estimate for final review.
- **BID SET Deliverable:** The Architect shall resolve with the County and incorporate any comments from the 95% CD set into the project which then represents the BID SET deliverable.

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The Construction Documents package assembled shall be 100% and ready for bid by the County.

Assembly and submittal of a cost estimate at the conclusion of design of construction design is required. Please note this process requires a third-party cost estimating firm for this task, retained by the Engineer as part of this RFQ. All cost estimates shall follow CSI Division and subsection formatting.

Construction Administration:

Construction Administration and Inspection services may include, but are not limited to, the following:

- **Bid Phase:**
Architect shall be responsible for timely review and reply to all pre-bid Requests for Information (RFIs) and any pre-bid product substitution requests to meet County response deadlines. Any required addenda drawings, clarifications, or design team required responses shall be provided to the County for issuance in formal bid addenda. After the bid, final incorporation of all addenda into a conformed set (both plans and specifications) for construction and issuance to the winning bidder shall be the responsibility of the Architect.
- **Bid Results and Engineer Responsibility for Re-Design:**
In the event the actual construction bids exceed the 100% CD estimate by more than 10%, and the County elects - for any reason whatsoever - not to move forward with award based on the bid results, the Engineer shall be responsible to provide re-design services at no additional cost to the County to bring the project back to the 100% CD Budget. Re-design modifications shall be coordinated with and approved by the County prior to plan and specification revisions. The timeline for such revisions shall be three (3) weeks from the date of notification from the County.
- **Course of Construction:**
Architect shall be responsible for timely review and responses to RFIs, submittals, and contractor change order requests. Architect shall prepare Cost Request Bulletin's for issuance to the Contractor for Owner initiated/requested changes. Architect shall be responsible to coordinate with all sub-consultants and issue all additional instructions, bulletins, or other clarification documents as required. Architect shall perform site visits (3 per month) during construction and prepare site visit reports. Any sub-consultant site visits shall be in sufficient quantity to observe the work in enough detail to sign off on the final installations. Architect shall be responsible for coordinating sub-consultant site visits with the Owner and Contractor, coordinating the Punch list development - including sub-consultants - issuance, and sign-off. Engineer's attendance at weekly project meetings, special coordination meetings, and pre-installation meetings is required. Coordination of all sub-consultant responses/communications, and coordination with the County on cost impact clarifications shall be the responsibility of the Architect. Architect shall be responsible for preparing record drawings, project documents

County may contract separate consultants as necessary for related work. It is expected the Architect selected as part of this RFQ will work with the County to coordinate any related work scope.

As described in Section 4.0, the successful proposer will be required to utilize a third-party cost estimating firm. Please note this process requires a third party estimate and should consist of at least three (3) iterations of estimating for each phase.

6.0 FEES AND TENTATIVE CONSTRUCTION BUDGET OUTLINE

The selected firm will be required to submit billings on a monthly basis, based on the project specific Consultant Services Agreement between the Consultant and County.

Travel time required by the Consultant to reach the designated meeting place or County staff office shall be included in all quoted fees and shall not be billed separately. There shall be no reimbursable expenses on this project unless associated with additional services to be approved in writing, in advance, by County.

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Section 10 (Item 8) outlines the cost proposal requirements for this project. All cost proposals shall be submitted in a separate file on the Public Purchase website. Cost Proposals are due at the same time as the RFQ submissions. Cost proposals shall breakdown the project consistent with the scope of work presented and shall include all costs associated with the project. All costs shall be not-to-exceed.

7.0 TENTATIVE PROJECT SCHEDULE

The following represents the tentative schedule for this RFQ. All dates are subject to change.

RFQ Issuance and Evaluation	July 7, 2022
Deadline for Final Questions	July 22, 2022
Proposal Submission Deadline	July 29, 2022
Proposal Evaluations	August 1 – August 3 , 2022
Intent to Award	August 5, 2022
P/O Notice to Proceed to Architect	August 12, 2022

8.0 PRE-PROPOSAL CONFERENCE / VENDOR REGISTRATION

A pre-proposal conference has been scheduled for July 15th, 2022 at 10:00 a.m. at the following location:

THE PRE-PROPOSAL CONFERENCE WILL BE HELD VIRTUALLY WITH THE LINK BELOW:

Join Zoom Meeting

<https://zoom.us/j/98117491774?pwd=dUdNcUt0aTk4ZjdWaEtCelF2ODhYdz09>

Meeting ID: 981 1749 1774

Passcode: JV3xrH

Interested firms will have opportunity to ask questions regarding the requirements outlined in this RFQ. In order to make the meeting more effective for all participants, attendees should read this document thoroughly prior to the meeting. As similar to all written questions from consultants, the County will prepare minutes of the conference and provide answers to all inquiries in writing, which will be distributed via Public Purchase.

All firms providing a response to this RFQ are requested to register with the County Procurement Division prior to submittal. Proof of Department of Industrial Relations (DIR) registration will be required as part of the response to this RFQ.

9.0 PROPOSAL QUESTIONS

This RFQ establishes the general specifications for the professional services needed and provides prospective proposers with sufficient information to enable them to provide an acceptable response to this RFQ.

Any questions shall be submitted in writing via the Public Purchase website and must be received no later than **3:00 p.m. on July 22, 2022**. For questions and inquiries regarding this RFQ submitted via public purchase please reference “QUESTION – RFQ #21055-RFQ...” in the subject.

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Answers will be provided as an addendum to this RFQ, posted on Public Purchase. It is the responsibility of each proposer to inquire as to the existence and content of addenda and to acknowledge each as part of their RFQ submission.

Do not contact County departments or other County staff directly. Information provided by other than via Public Purchase may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFQ, written addenda will be issued. Any amendment to this RFQ is valid only if in writing and issued by the County's Procurement & Contracts Division. Verbal conversations or agreements with any officer, agent, or employee of County that modify any terms or obligations of this RFQ are invalid.

All addenda for this RFQ will be distributed via Public Purchase.

It is the Proposer's sole responsibility to monitor Public Purchase for possible addenda to this RFQ. Failure of Proposer to retrieve addenda shall not relieve him/her of the requirements contained therein. Additionally, failure of Proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

10.0 INSTRUCTIONS FOR PROPOSERS

Each response to this RFQ shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ. Excessive information will not be considered favorably.

General: The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements, format, and content of proposals so, that proposals are complete, contain all essential information, and can be evaluated fairly.

Submission and Content of Proposals: All proposals must be received by the proposal submission deadline as identified in Section 7.0 and submitted via Public Purchase.

Proposals shall be formatted so they can be printed in 8 ½" x 11" format, drawings may be formatted for 11" x 17" sizing. All documentation shall be in 11 or 12 point font.

All proposals shall be submitted via Public Purchase. All proposals will be valid for one hundred eighty (180) days.

All proposals shall contain the following elements, **in the order presented below**. Proposals shall be divided into tabbed sections and should not exceed (25) twenty pages (each side of the page, if utilized is considered 2 pages – front and back).

1. **Transmittal/Cover Letter** (two pages, if necessary) with the following information:
 - Title of this RFQ
 - Name and Mailing Address of Firm (include physical location if mailing address is a P.O. Box)
 - Year the firm was established
 - Type of organization of firm (partnership, corporation, etc.)
 - Firm's organizational structure, its constituent parts and size variation of staff in the past five (5) years
 - Name of contact person including title, address, email and telephone. This individual should be available by telephone or email to provide the location of the firm office that will be responsible for this project.
 - A statement by submitting firm requesting protection of proprietary information if necessary. All proposals may be considered public information. Subsequent to award of this RFQ, all or part of any proposal may be released to any person or firm who may request it. Therefore, proposers may

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- request in their Cover Letter if any portion of their submittal should be treated as proprietary and not released as public information.
- Addenda Acknowledgement
2. **Signatory Requirements (one page):** In order to receive consideration, the Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFQ response. **Further, the signing and submission of a response shall indicate the intention of the Consultant to adhere to the provisions described in this RFQ and a commitment to enter into a binding contract.** Submittals shall be signed by one of the following representatives:
 - If the respondent is a **partnership**, submittal shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.
 - If the respondent is a corporation, the submittal shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.
 - If the respondent is an individual doing business under a firm name, the submittal shall be signed in the name of the individual doing business under the proper firm name and style.
 3. **Qualifications (five pages):** A synopsis of each proposed team member's qualifications and experience with public or government projects of similar type and size as described in this RFQ, including length of service with the firm and resume. Include an organization chart of the proposed staff to be assigned to this project. For all sub-consultants to be used provide firm name, area of expertise, the names of individual staff assigned to this project and their role on the team.
 4. **Experience of Firm (five pages):** A narrative of the firm's qualifying background and experience with public or government projects of similar type and size as described in this RFQ. Individual project descriptions, including scope, project budget and schedule are encouraged.
 5. **Proposed Work Plan, Time Schedule and Workload (three pages):** Provide a work plan description addressing all scope of work tasks along with a proposed timeline schedule reflecting each task and its deliverables and identifying appropriate progress checkpoints along with draft or interim deliverables. Also provide a narrative of firm staffing size, current firm workload, and with consideration of the firm's current projects, confirm the firm's ability to perform the scope of work as described herein.
 6. **References for Past Performance (two pages):** Provide a list of past performance and service. Include three (3) references for whom the proposer has developed a comparable project. Include project name, contact person, title, address, telephone number, email address as well as the contact person's role in the project and which of the firm's staff participated and their roles. For each reference listed, submit a brief summary of the scope of the services provided.
 7. **Deliverables (one page):** Describe your firm's ability to provide deliverables in the required formats:
 - a. CADD drawings in AutoCAD (version).
 - b. Word documents in Microsoft Word.
 - c. Spreadsheets in Microsoft Excel.
 - d. Schedules in Microsoft Project.
 - e. Databases as necessary for compiling, storing and accessing the Project records in a commonly available format.
 8. **Cost Proposal (cost proposal not counted to page count limit):** Provide a total cost proposal (not to exceed) for all services to be delivered, including a breakdown of costs itemized for each Task as defined in the Scope of Work. This cost proposal shall encompass the complete proposed project costs for meetings and project expenses for reproduction, postage, mileage, travel time and all related miscellaneous expenses. Also provide an hourly rate schedule for all assigned team members, including hourly rates for participation in public meetings. Cost proposal shall be utilized for unit price information at this stage, and thereafter to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm.

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The Cost Proposal shall be submitted in a separate file on Public Purchase. It shall be identified with the name of your firm, the name of this project, and "Sealed Cost Proposal".

9. Required Statements (one page per statement): Include statements of assurance regarding the following requirements:
- Non-substitution for the designated members of the proposed staff members and Sub-consultants without prior approval by County.
 - Non-conflict of interest.
 - Non-collusion affidavit.
 - Statement listing of litigation and/or claims related to past projects for the past ten (10) years.
 - Ability to fulfill the indemnification and insurance requirements contained in the Sample Agreement for Services. Please note that actual certificates of insurance are not required as part of your submittal.
 - Insurance certificates (as required in the attached County PSA).
 - Proof of DIR Registration and County Vendor Registration.
 - Retention of Proposal. All proposals will become the property of the County. Proposals shall not be returned to the proposer.

11.0 SELECTON PROCESS TIMELINE

Publish RFQ	July 7th, 2022
Pre-Proposal Conference	July 15th, 2022
Last date to submit questions in writing	July 22nd, 2022
Deadline for RFQ proposal submission (3:00 P.M., PST)	July 29, 2022

Dates listed above are subject to change.

12.0 EVALUATION PROCESS

Proposals will be evaluated by a selection committee and the firms submitting the most highly rated proposals may be invited for interviews. The following evaluation criteria and rating schedule will be used to determine the firm that provides the best value. The County may consider other criteria it deems relevant.

	Evaluation Criteria	Maximum Possible Points
A.	Completeness of Summary of Qualifications (SOQs) Submission- SOQ's should describe comprehensive services and should respond to each of the items set forth in this RFQ.	20
B.	Personnel Experience and Qualification- Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience, and recent experience on projects of similar nature and complexity to the proposed project.	20
C.	Depth and Quality of Respondent's Performance- Qualifying background and relevant experience of firm and sub-consultants on projects of similar nature and complexity as the proposed project;	20

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	evaluation of client references (whether included in the proposal or not); overall responsiveness to County's solicitation.	
D.	Technical/Management Approach- Evaluation of Respondent's strategy towards completion of the project (work plan, time schedule, etc..)	20
E.	Availability- Evaluation of the workload of Respondent and the staffing to be assigned to the proposed project; time scheduled of the Respondent in relation to that of the proposed project location of the offices or facilities from which the services are to be provided to County.	20
	TOTAL POSSIBLE POINTS	100

13.0 SELECTION PROCEDURE

The standard county Professional Services Agreement (PSA) is attached (refer to Attachment A). Proposers should familiarize themselves with the PSA and expect to execute the contract as presented herein without modifications or changes.

County staff will open Proposals following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Proposers submitting Proposals. The contents of all Proposals, or any other medium which discloses any aspect of the Proposal, shall be held in strictest confidence until the County releases a Notice of Intent to Award. Proposals will be reviewed for responsiveness. A selection committee will then evaluate proposals in accordance with the above criteria.

The firm(s) submitting the highest rated proposals may be invited for an interview. Interviews will be conducted solely at County's option. County reserves the right to select the most qualified firm solely on the content of the proposal. If County chooses to conduct interviews, the firm's proposed Project Manager shall represent the firm at the interview. After evaluation of the interviews, the Committee will recommend the firm with the highest overall value, based on evaluation score and interview, for approval by the Board of Supervisors.

The County expects to enter into contract negotiations with the top ranked proposer during which time the County and proposer will resolve any necessary issues that need to be addressed prior to entering into the PSA. Upon successful completion of such negotiations and discussions, the County and the selected Engineer shall enter into a PSA. If, in the sole judgment of the County, these negotiations are not successful, the County reserves the right to enter into negotiations with other proposers, proceeding in the order of their initial ranking.

County reserves the right to make an award without further discussion of the submittal with the submitter. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual may propose.

County reserves the right to award a contract to the firm or individual who, in the sole judgment of County, presents the most favorable response to this RFQ pursuant to the evaluation criteria indicated above.

County reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.

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In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern. County reserves the right to reject any and all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm. County shall be the sole judge of the materiality of any such defect or irregularity.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ prior to submitting a response.

14.0 ASSURANCE OF DESIGNATED PROJECT TEAM

The Proposer shall assure that the designated staff, including sub-consultants, are used for the work described in this RFQ. Departure or reassignment of, or substitution for, any member of the proposed project team or sub-consultant(s) shall not be made without the prior written approval of County.

15.0 GENERAL TERMS AND CONDITIONS

Protests and Appeals: The protest shall be submitted in writing to the Chief Procurement Officer within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

Standard Contract: Upon completion of the evaluation and recommendation for award, the selected Proposer will be required to execute a consultant services agreement, a sample of which is included (County Standard PSA for AE Services). Proposers are advised to carefully review the attached contract. Any proposed exceptions, alterations, or amendments shall be specified in your submittal, the nature of which may affect the evaluation of your submittal and the perceived ability to successfully award a contract to your firm/individual.

Independent Contractor: At all times the Consultant shall represent himself/herself to be an independent contractor offering such services to the general public and shall not represent himself/herself, or his/her employees, to be an employee of County. Therefore, the Consultant shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold County its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

Non-Appropriation: County may terminate any resulting contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the contract was intended.

Non-Collusion: Firms submitting proposals shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary Consultant and the associated sub-consultant.

Indemnification and Insurance Requirements: County's standard indemnification and insurance requirements are provided in the County's Standard PSA for AE Services, see Attachment A.

16.0 REJECTION OF PROPOSALS

Prospective Proposers interested in being considered must submit a Proposal in compliance with this notice. **Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ prior to submitting a response.** The

SM JCC Units 1, 2 & 3 Remodel Request for Qualifications for Architectural Design Services

County reserves the right to reject any or all Proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.

The County may reject a Proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. County may waive immaterial and/or minor deviation and/or irregularities in a Proposal. County shall be the sole judge of the materiality of any such defect, deviation, and/or irregularity. Waiver of an immaterial/minor deviation shall in no way modify the RFQ documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

17.0 VALID OFFER

Proposals shall remain valid for one hundred eighty (180) days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFQ.

This RFQ does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired. -

18.0 COUNTY'S RIGHTS

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one contract if it is in the best interest of the County.
8. Interview Proposers prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFQ documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

19.0 CONTRACT AWARD

Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the agreement documents.

Response and selection of a Proposal will not necessarily result in a contract with the County of Santa Barbara. Proposal opening does not constitute awarding of a contract. Contract award is by action of the Santa Barbara County Board of Supervisors and is not in force until fully executed by that Board.

The standard county PSA is attached (refer to Attachment A). The County may, at its sole discretion, adjust terms and conditions if requested by the selected proposer but is under no obligation to do so. Proposers should

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familiarize themselves with the PSA and expect to execute the contract as presented herein without modifications or changes.

20.0 CONFLICT OF INTEREST

Prospective Proposers warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting agreement, nor that any such person will be employed in the performance of such agreement without immediate divulgence of such fact to the County. Prospective Proposer's Proposal shall contain a statement to the effect that the Proposer is not currently committed to another project that would constitute a conflicting interest with the Project defined in this RFQ.

21.0 PUBLIC RECORDS REQUEST

All proposals and materials submitted shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which indiscriminately identify all or most of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a Consultant. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information separately as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

22.0 BUSINESS LICENSE REQUIREMENT

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of Santa Barbara County without possessing a County business license unless exempt under County Code Sec. 22-73. Contact the Tax Collector's Office at 105 East Anapamu St, Santa Barbara, 93101, or phone (805) 568-2920, for further information.

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers shall be required to possess a County business license to award contract

Disadvantaged Business Enterprise (DBE) Policy

SM JCC Units 1, 2 & 3 Remodel Request for Qualifications for Architectural Design Services

It is the policy of Federally Funded Projects that minority and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

DBE Obligation

The recipient or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.

Title VI of the Civil Rights Act of 1964

The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000(d)) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

Equal Employment Opportunity

In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Americans with Disabilities Act (ADA) Provisions

To comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the County representative listed in this RFQ. In order to ensure the proposal is in compliance with federal ADA guidelines, Proposers should review the federal ADA guidelines.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ prior to submitting a response.



APPENDIX A: SITE MAP



County of Santa Barbara: General Services
Capital Division

ATTACHMENT A STANDARD COUNTY OF SANTA BARBARA PROFESSIONAL SERVICES AGREEMENT (PSA)

PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA BARBARA

And

Selected Design Firm

For

Architectural Design Services

For

**Santa Maria Juvenile Correctional Center Units 1,2,3
Remodel Project
4263 California Blvd.
Santa Maria CA.93455**

PROJECT NUMBER: 21055



County of Santa Barbara: General Services
Capital Division

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PROFESSIONAL SERVICES AGREEMENT

FOR

PROFESSIONAL SERVICES

This is an agreement between THE COUNTY OF SANTA BARBARA (hereinafter "Owner" or "County") and **Firm Name** (hereinafter "CONSULTANT").

PART 7 - RECITALS

- 7.01 WHEREAS**, this Professional Services Agreement (hereinafter "PSA") sets forth the terms and conditions pursuant to which Consultant, as a Professional, will provide professional design services (hereinafter "Services") for Lompoc Public Health Breezeway Project; and
- 7.02 WHEREAS**, Consultant was selected by means of the County's qualifications based selection (QBS) process, represents itself as a Professional having the requisite qualifications, licenses and agrees to perform such Services; and

NOW, THEREFORE, Owner and Consultant agree as follows:

PART 8 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

8.01 Agreement For Services

- A. This Professional Services Agreement sets forth the terms and conditions pursuant to which Consultant, as a Professional, will provide services to the County.

8.02 Maximum Compensation

- A. The sum of all Project Agreements issued pursuant to this PSA shall not exceed **XXXX (\$XXX)**. If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

8.03 Term

- A. This Agreement is effective upon the date of full execution by both parties, and shall remain in effect for a period of 24 months ("Term"), unless earlier terminated under Section 11 of this Agreement.

8.04 Scope

- A. The Services and Deliverables identified in Exhibit A, "Consultant's Scope of Work and Hourly Rates", of this PSA, establish:
1. The full range of Services and Deliverables the County may authorize for Projects within the scope of this PSA.
 2. The extent of the Services and/or Deliverables that may be authorized by the Owners Project Manager (OPM) within the scope of this PSA.

PART 9 - OWNER'S RESPONSIBILITIES

9.01 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.



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- C. Consultant must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

9.02 Approval & Permit Fees

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

PART 10 - PROJECT SCOPE OF WORK (SOW)

10.01 Changes in Scope

- A. If Owner requests a change in the requirements of the SOW that Consultant contends is material and justifies an increase in compensation, Consultant must within fourteen (14) calendar Days of the Owner's request, advise Owner in writing before proceeding with such change. If written notice is not given to Owner within said fourteen (14) Days, such change will be deemed not material and Consultant will not be entitled to additional compensation for the change in the requirements of the SOW.
- B. If Owner causes a material change in the Service(s) or Deliverable(s), Consultant must within fourteen (14) calendar Days of the event that caused the material change, notify Owner in writing that Consultant contends Owner has caused a material change in their Service(s) or Deliverable(s). After said notification, Consultant must provide such Service or Deliverables as directed by OPM. If OPM concurs that there has been a material change in a Service or Deliverable, payment to Consultant will be adjusted in accordance with Part 10.01.A.3, "Changes."
- C. If there is a material increase in the SOW required to complete a Project Agreement, and such increase is not the fault of or caused by Consultant, or does not result from faulty or inaccurate estimations made by Consultant, OPM may request, and Consultant, pursuant to such request, must provide assistance in re-allocating the remaining available funds relating to the Project Agreement. Such assistance must, if requested by OPM, also include a determination of any other Services necessary to complete the Project.
- D. If there is a material decrease in the SOW, Consultant agrees to immediately notify OPM and to accept a reasonable reduction in compensation.

PART 11 - CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES

11.01 Consultant as Independent Contractor

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

11.02 Consultant's Use of Subconsultants

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

11.03 Consultant's General Responsibilities



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

A. Standard of Care

1. Consultant must perform Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.
2. Consultant must perform Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations and ordinances in force at the time a Project Agreement is awarded.
3. Consultant must use its professional judgment and expertise to verify interpretations of applicable law, codes, regulations, and ordinances, from the appropriate Government Agency(s) and authorities having jurisdiction over the Project. Such efforts will be undertaken in accordance with the acceptable standard of care for this type of Project.
4. Consultant must consider all mitigation measures identified in the Project's Environmental Impact Report, Mitigated Negative Declaration or other CEQA documentation in performance of their Services.

B. Funding by Governmental Agencies

1. If applicable to the scope defined within this PSA, when a Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant must comply with the requirements of said Federal, State, or outside funding sources in the Construction Documents.

C. OSHPD Jurisdiction

1. If applicable to the scope defined within this PSA, when a Project is within the jurisdiction of the State of California, Office of Statewide Health Planning and Development ("OSHPD"), Consultant's Instruments of Service must meet all OSHPD requirements.

D. Sequence of Consultant's Services

1. In general, Consultant's Services will proceed sequentially by the Phases described in Exhibit A, "Consultant's Scope of Work & Hourly Rates"
2. This PSA establishes the Consultant's Milestone Schedule for completion of the Consultant's Services.

E. Submittal of Deliverables

1. Each submittal must include a declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Subconsultants was coordinated, the submittal is complete, and that all prior review comments have been incorporated and coordinated.
2. Consultant must furnish to Owner, suitable for reproduction, original reproducible files and other Instruments of Service, and computer disks containing the submittal in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2003 or newer.

F. Printing & Reproduction

1. Consultant must pay for all printing and reproduction cost incurred in the performance of its Services.
2. Owner will print coordination check documents to be used by the Owner beyond the number of copies identified in the SOW at Owner's expense.
3. If applicable to the scope defined within the PSA, Owner will print Bid Documents for distribution to Bidders at Owner's expense.

G. Meetings



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1. Required meetings are as specifically identified in Exhibit D "Consultant's Services and Deliverables".
 2. Unless otherwise requested by the OPM, Consultant must prepare agendas for and take minutes of all meetings conducted/attended by Consultant. This includes meetings that are chaired by the OPM.
 3. The Consultant's fee for attendance at and preparation of minutes for all meetings specifically identified in Exhibit A "Consultant's Scope of Work & Hourly Rates" will be considered included in the overall fee identified for this PSA.
- H. Consultant's Staff and Subconsultants
1. Consultant's staff and Subconsultants are identified in Exhibit B, "Consultant's Staff and Subconsultants" and are subject to the requirements set forth therein.
 2. Changes to Consultant's staff and Subconsultants are subject to approval as an amendment to the PSA by the OPM.

11.04 Basic Services & Deliverables: See Exhibit A

PART 12 - CONSULTANT'S SCHEDULE

17.02 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 shown. Time is of the essence in accordance with the Standard of Care in this Agreement.
- C. Consultant must provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the project schedule.

PART 18 - INDEMNIFICATION & INSURANCE

18.01 Exhibit D Requirements

- A. Indemnification and Insurance requirements are set forth in Exhibit D, "Indemnification & Insurance."

PART 19 - REPRESENTATION BY COUNSEL

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

PART 20 - HAZARDOUS MATERIALS

20.01 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,



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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.

20.02 Hold Harmless Clause

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

PART 21 - COMPENSATION & PAYMENT

21.01 Compensation

- A. Payments will be made as set forth herein
 1. Maximum Compensation Limit
 - a. The Maximum Compensation Limit (MCL) includes all authorized Services and authorized Reimbursable expenses. Total payment by Owner will not exceed the MCL specified in Exhibit C and Consultant is fully responsible for provision of all Services and Deliverables, compensation for which will not exceed the specified MCL.
 2. Consultant's Hourly Rate Schedule
 - a. Consultant's Hourly Rate Schedule is set forth in Exhibit A, "Consultant's Scope of Work & Hourly Rates."
 - b. Modifications to Consultant's Hourly Rate Schedule will not be allowed for the duration of this PSA.
 - c. Non-Fixed fee Services provided by Subconsultants are subject to approval by the OAR and are to be identified in this PSA.
 3. Changes
 - a. If, during the term of this PSA, circumstances constituting a material change in scope as described in Part 4.01, "Changes In Scope", arise, Consultant will be entitled to compensation therefore, within the MCL. If such changes mean that the SOW cannot be completed as originally envisioned, then Consultant must immediately inform the OPM and assist OPM in allocating the remaining compensation among the unfinished Services in order to accomplish as much of the original intent as possible within the Total Compensation Limit of this PSA.
 4. Prevailing Wages
 - a. Consultant acknowledges that work performed on site to support the Services under this PSA is a public work within the meaning of California Labor Code Section 1720 and that the requirements of Section 1771, et. seq. applies to such public work. Consultant has included (and will include) consideration for this obligation in calculating compensation and cost estimates under this PSA.
 5. Errors and Omissions
 - a. Consultant must correct errors and omissions attributable to Consultant without cost to Owner.
 - b. Owner has the right to pursue claims for any errors and omissions caused by Consultant.



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21.02 Reimbursable Expenses

- A. 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.
- B. All reimbursable expenses, including travel, mileage, copying, printing, etc. should be included in the MCL and not billed separately.

21.03 Supplementary Services & Deliverables

- A. County has established a Supplemental Services Allowance (SSA) for the performance of services not included within the Scope of Services and Deliverables. Consultant will only commence work pursuant to the SSA following prior, written authorization of County's OPM.

21.04 Payment

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

21.05 Release of All Claims

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

21.06 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 this ninety (90) Day period.

21.07 Consultant's Accounting Records

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



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C. Applicability to Subcontracts

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

PART 22 - TERM & TERMINATION

22.01 Owner's Rights

A. Termination for Convenience

1. Owner's Authorized Representative may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work as specified in the notice.
2. If this PSA 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, Owner may terminate this PSA.
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, which is allowed by this PSA for a termination for convenience.

C. Suspension for Convenience

1. Owner's Authorized Representative 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 suspension shall not constitute a breach in this Agreement.

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

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

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



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22.03 Delivery of Documents

- A. Upon any termination of this PSA, Consultant must 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.

PART 23 - DISPUTE RESOLUTION

23.01 Consultant's Questions & Concerns

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

23.02 Dispute Resolution During Construction

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

23.03 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.

23.04 Mediation

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



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



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3. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

L. Confidentiality

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

M. No Stenographic Record

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

N. Termination of Mediation

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

O. Exclusion of Liability

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

P. Interpretation and Application of These Mediation Provisions

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

Q. Expenses

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

23.05 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.

PART 24 - MISCELLANEOUS PROVISIONS

24.01 Capitalization and Formatting



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- 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.

24.02 Force Majeure

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

24.03 Waiver

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

24.04 Timely Approvals

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

24.05 Ownership & Use of Instruments of Service

- A. Owner shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Consultant shall not release any of such items to other parties except after prior written approval of Owner.
- B. 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 (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. 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. Consultant warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. 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 any damages, costs, settlement amounts, and fees that may be incurred by Owner in connection



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with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this PSA.

- C. Consultant is not entitled to any fees for Owner's use of Instruments of Service unless Owner enters into an agreement with Consultant for Services in connection therewith.
- D. Copies of data exchanged by, through, and between Owner and Consultant that may be relied upon are limited to the printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished, are only for the mutual convenience of the parties. Any risk of translation or reliance on information obtained or derived from the computer-generated material will be at the user's sole risk, and no representations are made, either expressed or implied, as to the long-term performance of data thus transferred.

24.06 Reliance

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

24.07 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. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

24.08 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 by Consultant. 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.

24.09 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.

24.10 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.

24.11 Execution in Counterparts

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



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24.12 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 25 - NOTICES

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

PART 26 - LIMITS OF AGREEMENT

- A. This PSA constitutes the entire and integrated agreement between Owner and Consultant and supersede all prior negotiations, representations, or agreements, either written or oral, preceding this PSA.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant or as otherwise 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, 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 27 - EXHIBITS

- A. The following listed Exhibits referred to herein are incorporated in this PSA as though set forth in full. In the event of conflict between provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
 - 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"



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

County of Santa Barbara

By: _____

BOB NELSON, CHAIR
BOARD OF SUPERVISORS

ATTEST:

MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONSULTANT:

Name of Firm
Address
City, State, Zip

By: _____
Deputy

By: _____
Authorized Representative

Name: _____
Title: _____
Address: _____
City/State/Zip: _____

APPROVED AS TO FORM:

MICHEAL C. GHIZZONI
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:

BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

RAY AROMATORIO, ARM, AIC
RISK MANAGER

RECOMMENDED FOR APPROVAL:

JANETTE D. PELL, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: _____
Risk Manager

By: _____
Department Head



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END OF AGREEMENT



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EXHIBIT A

CONSULTANT'S SCOPE OF WORK HOURLY RATES

The following scope of work and hourly rates, which include all overhead, administrative costs, and profit, will be used in arriving at fees for hourly-rate Services. Any rate increases approved by the OPM shall take effect on the yearly anniversary of the Board of Supervisors' approval of the PSA. Modifications to Consultant's Hourly Rate Schedule to include out-years beyond the rates identified in Exhibit A, and the addition of personnel not identified in Exhibit A, will be negotiated by the parties using as a benchmark the prevailing rates/increase for similar Consulting Services in the Central Coast area, and are subject to approval as an administrative modification to the PSA by the OPM.

CONSULTANT FIRM NAME: **Name of Firm**

SCOPE OF WORK: **XXXX**

END EXHIBIT



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EXHIBIT B

CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the **Principal-in-Charge will be XX. Consultant declares that the Project Manager will be XX.**
- B. Consultant will employ Subconsultants identified in the Consultant's response to the County's RFP for this project and said Subconsultants must, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant must obtain Owner's approval of any other Subconsultants. Upon Owner's request Consultant must provide copies of all Subconsultant contract agreements to Owner.
- C. None of the above named Staff or Subconsultants shall be replaced without OPM's approval pursuant to an amendment to this PSA. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, on written notice from Owner's Project Manager, Consultant will have fifteen (15) calendar Days to remove that person from the Project and provide a replacement acceptable to OPM. In that event Consultant must submit the name of a qualified replacement for OPM's approval.

END EXHIBIT B



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EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Fixed Fee for the Basic Services described in <u>Exhibit A, "Consultant's Scope of Work and Hourly Rates"</u> shall be:	
	Design Services for Base Services	\$0.00
	Design Services for Alternates	\$0.00
	SUBTOTAL: Fixed Fee for Basic Services	\$0.00
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	1 \$0.00
c.	Allowance for Additional Basic Services (PSA Part 5.04) and Supplementary Services (PSA Part 10.03) that may be authorized by the Owner in writing pursuant to issuance of a Supplementary Services (SS) Order , issued during the period of the PSA.	\$0.00
1.		1 \$0.00
2.	Additional Site Visits Including All Reimbursable Expenses:	
i.		
ii.		
iii.		
2.	MAXIMUM COMPENSATION (a+b+c+d)	\$0.00



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3. PROGRESS PAYMENTS

a. For **FIXED FEE** portion, Progress Payments will be on the basis of completion of Project Milestones.

b. For **HOURLY FEE** portion, Progress 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 or B to the PSA. **(Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown)**

c. Only invoices identifying personnel listed in Exhibit A or B to the PSA will be accepted by Owner for payment.

d. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of services performed during the period; completed milestones and deliverables.

END EXHIBIT C



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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 but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY. 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 \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** 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.
4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for 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:



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1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.



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- 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



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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, 2nd Floor)
Santa Barbara, CA 93101

Attention: Patrick Zuroske, Assistant Director, General Services Department
(805) 568-3096 / pzuroske@countyofsb.org

b. Consultant:

Name of Firm
Name of Firm
Address
City, State, Zip

Attention: XXXXX, Principal

END EXHIBIT E

ATTACHMENT F2

September 10, 2025 County of

Santa Barbara
General Services Department
1105 Santa Barbara Street, Second Floor Santa Barbara,
CA 93101

Attn: Richard Whirty, Project Manager, SBC Capital Projects Subject:

Amendment to Professional Services Agreement
Santa Maria Juvenile Justice Center Units 1, 2 & 3 Remodel SBC Project
#21055

Dear Mr. Whirty,

On behalf of Ravatt, Albrecht & Associates, Inc. ("Consultant"), please accept this proposed amendment to our existing Agreement referenced above. This contract amendment is proposed in response to additional work already performed by RA, and anticipated to be performed, to meet Probation's amended project goals. Further information is provided below for your review. Upon acceptance by the County of Santa Barbara ("Owner"), this proposal shall become an attachment to our PROFESSIONAL SERVICES AGREEMENT dated 09/15/2022.

AMENDMENT DESCRIPTION

Finalize Bid Documents to include the following additional scope of work:

Electronic Security Door Locks & Controls	\$14,000
Remote Light Controls & Intercom	\$3,400
Fire Alarm Upgrade	\$17,250
Enclosed Staff Station at Unit 2	\$10,200
Revised Laundry Room Location	<u>\$5,100</u>
Subtotal	\$49,950
Bidding & Award	\$7,500
Construction Administration & Closeout	\$40,000
Total	\$97,450

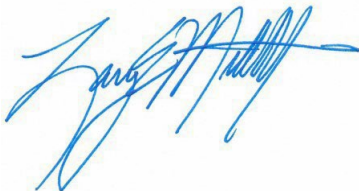
Therefore, we propose the following changes to the Compensation Summary. Amounts shown are based on our latest billing indicating \$199,475 has been expended to date.

(See next page)

COMPENSATION SUMMARY	ORIGINAL	REMAINING	PROPOSED ADDITIONAL	PROPOSED NEW TOTAL
Project Initiation and Concept Design	\$4,000	\$0	\$0	\$4,000
Schematic Design	\$15,000	\$0	\$0	\$15,000
Complete Design & Construction Documents	\$60,000	\$0	\$49,950	\$109,950
Civil / Site Design	\$5,000	\$0	\$0	\$5,000
Specifications	\$4,000	\$0	\$0	\$4,000
Value Engineering	\$4,000	\$0	\$0	\$4,000
Incorporation of County Comments into C/D's, Schedule and Estimating, bid set Deliverable	\$19,000	\$0	\$0	\$19,000
Allowance for Reimbursable Expenses	\$1,000	\$0	\$0	\$1,000
Allowance for Additional Supplementary Services	\$1,500	\$0	\$0	\$1,500
Change Order 11211	\$53,000	\$0	\$0	\$53,000
Change Order 12421	\$10,500	\$525	\$0	\$10,500
Bidding & Award	-	-	\$7,500	\$7,500
Construction Admin, Site Visits and Closeout	\$23,000	\$0	\$40,000	\$63,000
Total Fixed Fee for Basic Services	\$200,000	\$525	\$97,450	\$297,450

Thank you again for the opportunity to work on this project with Santa Barbara County. Respectfully Submitted,

RAVATT, ALBRECHT & ASSOCIATES, INC.



Larry E. Mitchell, Architect
Projects Director