

PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA BARBARA

And

Ravatt, Albrecht & Associates, Inc.

For

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

For

SANTA MARIA JUVENILE HALL 2ND TIER FALL PROTECTION

PROJECT NUMBER: 8765

TABLE OF CONTENTS

<u>PART</u>	<u>TITLE</u>	<u>PAGE</u>
1	RECITALS.....	1
2	PROJECT AUTHORIZATION, TERM, MAXIMUM COMPENSATION.....	1
3	OWNER'S RESPONSIBILITIES.....	2
4	AMENDMENTS.....	2
5	CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES.....	3
6	CONSULTANT'S SCHEDULE.....	17
7	COST CONTROL.....	17
8	INDEMNIFICATION & INSURANCE	19
9	REPRESENTATION BY COUNSEL.....	19
10	HAZARDOUS MATERIALS	19
11	COMPENSATION & PAYMENT	19
12	TERMINATION	22
13	DISPUTE RESOLUTION	23
14	MISCELLANEOUS PROVISIONS	26
15	NOTICES	28
16	LIMITS OF AGREEMENT	28
17	EXHIBITS	28
18	SIGNATURES	29

END TABLE OF CONTENTS



County of Santa Barbara
General Services
Capital Projects Division

LIST OF EXHIBITS

<u>EXHIBIT</u>	<u>TITLE</u>	<u>PAGE</u>
A	CONSULTANT'S HOURLY RATES	A1
B	CONSULTANT'S STAFF & SUBCONSULTANTS.....	B1
C	COMPENSATION OF PROJECT PHASES	C1
D	PROJECT DESCRIPTION	D1
E	NOT USED.....	E1
F	INDEMNIFICATION AND INSURANCE REQUIREMENTS.....	F1
G	NOTICES	G1

END LIST OF EXHIBITS



County of Santa Barbara
General Services
Capital Projects Division

PROFESSIONAL SERVICES AGREEMENT

FOR

ARCHITECTURAL/ENGINEERING AND RELATED PROFESSIONAL DESIGN SERVICES

This is an agreement between THE COUNTY OF SANTA BARBARA (hereinafter "Owner" or "County") and Ravatt, Albrecht & Associates, Inc., 3203 Lightning Street, P.O. Box 528, Santa Maria, CA 93456-0528 (hereinafter "Consultant" or "Design Professional").

PART 1 - RECITALS

- 1.01 **WHEREAS**, this Professional Services Agreement (hereinafter "PSA") sets forth the terms and conditions pursuant to which Consultant, as a Design Professional, will provide Architectural /Engineering and related professional design services (hereinafter "Services") for the Santa Maria Juvenile Hall Second Tier Fall Protection Project; and
- 1.02 **WHEREAS**, Consultant was selected by means of the County's consultant selection process, represents itself as a Design Professional having the requisite qualifications, licenses and agrees to perform such Services; and
- 1.03 **WHEREAS**, Consultant will perform such Services pursuant to this PSA.

NOW, THEREFORE, Owner and Consultant agree as follows:

PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 Agreement For Services

- A. This Professional Services Agreement sets forth the terms and conditions pursuant to which Consultant, as a Design Professional, will provide Architectural-Engineering Design services to the Santa Maria Juvenile Hall Second Tier Fall Protection, Project 8765.

2.02 Maximum Compensation

- A. The maximum compensation pursuant to this PSA shall not exceed **\$55,000.00 (Fifty-Five Thousand and Dollars)** plus any future approved amendments. If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

2.03 Term

- A. This Agreement is effective upon the date of full execution by both parties, and shall remain in effect for a period of **24** months ("Term"), unless earlier terminated under Part 12 of this Agreement. All Services shall be completed, within the Term of this Agreement.

2.04 Scope

- A. The Services and Deliverables identified in Part 5, "Consultant's Responsibilities, Services, And Deliverables", of this PSA, establish:
 1. The full range of Services and Deliverables the County may authorize for Projects within the scope of this PSA.
 2. The extent of the Services and Deliverables that may be authorized by the Owner's Authorized Representative (OAR) within the scope of this PSA.
- B. The County reserves the right to pursue Job Order Contracting (JOC) on this project, which will reduce the drawings to scope of work, with bidding to be handled by the Gordian Group in conjunction with the County on preparing a job order proposal with the approved JOC contractors.



County of Santa Barbara General Services Capital Projects Division

PART 3 - OWNER'S RESPONSIBILITIES

3.01 Owner Provided Information

- A. If required for a Project and specified in the PSA, Owner shall provide any of the following for Consultant's use in connection with the Services:
 - (i) Specialized studies of existing site conditions, including the presence of hazardous materials, integrity and functionality of structural, HVAC, and electrical systems, soil, air, water, pollution, traffic, noise, archaeology, environmental impacts, etc.
 - (ii) A certified survey of the Project site prepared by a California licensed Land Surveyor or Civil Engineer. The survey may include, as appropriate, site boundaries, contours, drainage, grades and lines of streets, pavements, and adjoining properties, rights-of-way, easements, encroachments, zoning and other restrictions; the locations, dimensions, floor elevations, and other pertinent data on existing facilities, trees and other improvements; information on available public and private utilities services, above and below grade, including inverts and depths.
 - (iii) Owner to provide shop drawings, vendor support and all data required for design and coordination of movable furniture & equipment unless otherwise provided in the PSA.
- B. Consultant shall 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.
- C. Owner shall provide electronic AutoCAD and MS Word files of as-built construction documents for the original project, including drawings and specifications. All as-builts are property of the County solely with no external intellectual property holders.

3.02 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 4 - AMENDMENTS

4.01 Preparation and Approval

- A. Amendments will be agreed upon in writing by both parties, and will incorporate the terms of this PSA. Upon approval by the County of Santa Barbara Board of Supervisors, the amendment shall be executed by, and Authorization to Proceed issued by the Owner's Authorized Representative (OAR). The OAR is the Manager, Capital Projects Division, General Services Department.
- B. NOT USED
- C. Commencement of any work authorized by an Amendment to this Agreement is contingent on receipt by Consultant of an Authorization to Proceed issued by Owner's Project Manager (OPM). Consultant shall not commence work until Consultant receives the written Authorization to Proceed from the OPM.
- D. Any act or event affecting any particular Amendment, such as its completion, termination, acceptance, non-acceptance, continuation or modification, will not affect this PSA unless specifically provided herein or agreed in writing by the parties.

4.02 Changes in Scope

- A. If Owner requests a change in the requirements of the PSA that Consultant contends is material and justifies an increase in compensation, Consultant shall within fourteen (14) calendar Days of the Owner's request, notify Owner in writing that Consultant contends Owner has requested a



County of Santa Barbara General Services Capital Projects Division

material change 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 PSA.

- B. If Owner causes a material change in the Service(s) or Deliverable(s), Consultant shall 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 shall provide such Service or Deliverables as directed by OPM. If OPM concurs that there has been a material change in a Service or Deliverable, payment to Consultant will be adjusted in accordance with [Part 11.01.A.4, "Changes."](#)
- C. If there is a material increase in the scope of Services required to complete work under an Amendment, 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, shall provide assistance in re-allocating the remaining available funds relating to the Project Amendment. Such assistance shall, if requested by OPM, also include a determination of any other Services necessary to complete the Project.
- D. If there is a material decrease in the scope of Services required to perform work under an Amendment, Consultant agrees to immediately notify OPM and to accept a reasonable reduction in compensation.

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

5.02 Consultant's Use of Subconsultants

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

5.03 Consultant's General Responsibilities

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

- A. Standard of Care
 - 1. Consultant shall 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 shall perform Services in compliance with applicable and most stringent written federal, state and local codes, statutes, laws, regulations and ordinances in force at the time performed.
 - 3. All Construction Documents shall comply with applicable and most stringent California and local regulations and standards, including those of the Fire Marshal having jurisdiction over the Project, and in effect during performance of Consultant's Services.



County of Santa Barbara General Services Capital Projects Division

4. Consultant shall 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.
- B. Construction Quality Control Systems
1. The Drawings and Technical Specifications shall clearly identify and describe all necessary quality levels and quality control procedures such as inspections, tests, Contractor's Submittals or other measures that the Contractor is required to perform.
 2. Each Technical Specification Section shall include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that Section.
 3. Each Technical Specification Section shall include a subsection to identify and list required Contractor Submittals including but not limited to Shop Drawings, certificates of compliance, Product Data sheets, Samples, tests and test results, mix designs, required worker qualifications, off-site inspections, or all other necessary Contractor Submittals.
 4. Each Technical Specification Section shall include the verbiage necessary to ensure the County is provided with copies of all documentation and test results at the time of their generation for review.
- C. Testing and Inspection Requirements
1. Testing and inspection requirements shall be included in each Technical Specification Section and shall identify the specific inspection, sampling, and testing to be performed by the Contractor, including:
 - a. Items to be tested;
 - b. The number of tests per unit;
 - c. The test method;
 - d. The required tolerances; and
 - e. The actions to be taken in the event of failure.
 2. Unless otherwise directed by the OPM, the Construction Documents prepared by Consultant shall require the Owner to hire a Certified Testing Lab to perform all required tests.
 3. Each Technical Specification Section shall include the verbiage necessary to ensure the County is provided with copies of all documentation and test results at the time of their generation for review.
- D. Sequence of Consultant's Services
1. In general, Consultant's Services will proceed sequentially by the Phases described in Part 5.04, "Basic Services & Deliverables."
 2. Commencement of each phase is contingent on receipt by Consultant of an Authorization to Proceed issued by OPM. Consultant shall not commence work until Consultant receives the written Authorization to Proceed from the OPM.
- E. Signing and Stamping Documents
1. Final Construction Documents and other submittal documents required by Permitting Authorities shall be signed (original ink – not printed) and stamped by the Design Professional(s) of Record as appropriate to the submitted documents.
 2. Original ink signed and stamped documents shall be provided in the quantity required by the OPM for each deliverable.



County of Santa Barbara General Services Capital Projects Division

F. Design Quality Control & Coordination Checks

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



County of Santa Barbara General Services Capital Projects Division

6. The marked-up coordination check prints shall be submitted to Owner with each design Phase submittal and will be returned to Consultant after Owner's review.
 7. All Drawings, Project Manual, Technical Specifications and calculations submitted by Consultant to Owner shall contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline shall sign the statement.
 8. If Owner's review of the documents submitted by the Consultant reveals that the coordination check was incomplete or inadequate, Owner will notify Consultant and allow Consultant to complete the review. If Consultant's review is not satisfactorily completed within ten (10) Calendar Days after such notification, the Consultant's compensation stated in the Agreement will be reduced by the proportional amount of the value of the coordination check Task fee for such review. Notwithstanding such fee reduction, Consultant remains fully responsible for the technical accuracy and coordination of all its Instruments of Service.
 9. Consultant shall not incorporate review comments generated by the Owner's organization into subsequent design documents until the comments are first reviewed and accepted by the Owner's Project Manager.
- G. Submittal of Deliverables
1. Each submittal shall 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 shall furnish to Owner, suitable for reproduction, original reproducible Drawings, Project Manual and other Instruments of Service, and computer disks containing the Drawings, Project Manual, and other Instruments of Service in the following electronic formats: Microsoft Windows 7 or newer PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2010 or newer.
- H. Printing & Reproduction
1. Consultant shall pay for all printing and reproduction cost incurred in the performance of its Services.
 2. Owner will print coordination check documents to be used by the Owner at Owner's expense.
 3. Owner will print Bid Documents for distribution to Bidders at Owner's expense.
 4. At Owner's written request, Consultant shall print or reproduce selected documents. The Consultant may invoice the Owner for Owner-requested printing as a Reimbursable direct expense.
- I. Meetings
1. In addition to meetings specifically identified in Part 5.04, "Basic Services & Deliverables", Consultant shall attend meetings as needed or required with:
 - a. Owner's officials, staff, commissions and user groups as required for the performance of Consultant's Services pursuant to this PSA and all Project Amendments. This requirement includes meetings with Owner and user groups to develop, explain and refine Architectural Program and design criteria and for Consultant to present design solutions for acceptance. This also includes a pre-design kickoff meeting with the Owner's organization.
 - b. Governmental Agencies having jurisdiction related to the Project or any part of the Project. The Consultant shall schedule and participate in preliminary meetings with



County of Santa Barbara General Services Capital Projects Division

all Governmental Agencies with Permitting Authority for the Project prior to the start of the Schematic Design (SD) Phase and as needed or required thereafter.

2. Unless otherwise requested by the OPM, Consultant shall prepare agendas for and take minutes of all meetings conducted/attended by Consultant. This includes meetings that are chaired by the OPM. In meetings with facility personnel, all discussions that involve scope, a significant design element, or project cost shall be documented by the Design Consultant in the meeting minutes.
3. In addition to the meetings specifically identified in Part 5.04, "Basic Services & Deliverables," costs of attendance and preparation for all meetings required under this section will be considered included in the Consultant's overall fee.
4. Owner's Project Manager will coordinate all meetings between Consultant, Owner's user groups, and the public.
5. Consultants fees include meetings/travel costs as follows:
 - a. Design Meetings: three (3) meetings by Architect in Santa Maria and one (1) meeting in Santa Barbara.
 - b. Construction Meetings on site: eight (8) meetings by Architect.
 - c. Structural Engineer: one (1) site visit during construction.

J. 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.

5.04 Basic Services & Deliverables

- A. Unless the requirements for the Services and Deliverables described herein are specifically modified in writing, Consultant shall provide its Services and Deliverables for that phase as required herein.
- B. Pre-Design Phase
 1. Consultant and its Structural Engineer shall review all reports and site conditions.
 2. At 100% completion of the Pre-Design Phase, Consultant shall furnish to Owner for purposes of checking and acceptance:
 - a. Assessment Report.
 - b. Updated project schedule.
 - c. Estimated of Statement of Probable Cost.
 - d. Schematic Design Plan.
 3. Consultant shall provide Owner with electronic copies of the documents required by this Part 5.04B. All non-drawing electronic files shall include a modifiable version.
- C. 50% Construction Documents Phase
 1. Based on the Owner-accepted Assessment Report, prepare 50% Construction Documents as described below:
 - a. Drawings, calculations, and outline Technical Specifications as required;
 - b. 50% Construction Documents drawings shall indicate the scope of Work included in the bid package with sufficient detail to enable preparation and review of a reliable Revised Statement of Probable Construction Cost;



County of Santa Barbara General Services Capital Projects Division

- c. Design features and limitations required by the approved CEQA Document shall be included in the Design and Technical Specifications. Construction phase monitoring and reporting requirements required by the adopted Mitigation Monitoring Program shall be included in the Project Manual; and
 - d. Design features, details and plans required to comply with all applicable California Building Codes. Information shall include exiting plans, building occupancy analysis, and fire code analysis.
2. The following descriptions are a guide to the minimum requirements for a 50% Construction Documents submittal. Consultant shall augment them as necessary to show design intent and to prepare an accurate Revised Statement of Probable Construction Cost.
- a. Architectural Drawings
 - (1) Floor plans that clearly show:
 - a) Finish schedule;
 - b) Principal dimensions;
 - c) Wall types clearly identified;
 - d) Room and door numbers;
 - f) Sections and details to enable a reasonable material takeoff; and
 - g) Contractor-furnished and Owner-furnished equipment lists incorporated in the layout.
 - b. Structural Drawings
 - (1) Floor and foundations plans that clearly show:
 - a) Principal dimensions;
 - b) All columns, shear walls, shafts and stairs;
 - c) Coordination of structures with architectural floor plans;
 - d) Section cuts and details to identify the proposed type of foundations; and
 - e) Sufficient section and detail bubbles to show where sections and details can be found.
 - c. Mechanical and Plumbing Drawings
 - (1) Mechanical and Plumbing plans which clearly show:
 - a) Room numbers;
 - b) Locations of all major pieces of equipment;
 - c) Layout and sizing of all ductwork and piping;
 - d) Symbol list coordinated with symbols on plans;
 - e) All points-of-connection including invert elevations; and
 - f) Sufficient section and detail bubbles to show where sections and details can be found.
 - (2) Equipment and fixture schedules that clearly show:
 - a) All fixtures identified; and
 - b) All mechanical equipment identified and sized.



County of Santa Barbara
General Services
Capital Projects Division

d. Electrical Drawings

- (1) Lighting and power plans that clearly show:
 - a) Room numbers;
 - b) Single line diagrams of services and systems;
 - c) Symbol list coordinated with symbols on the plans;
 - d) Lighting plans coordinated with reflected ceiling plans;
 - e) Power, telephone and computer outlets shown and coordinated with equipment layouts in other disciplines;
 - f) Sufficient section and detail bubbles to show where sections and details can be found;
 - g) Equipment and fixture schedules including lighting; and

e. Other Items

- (1) Outline Project Manual including Introductory Information, Bidding Requirements, Contracting Requirements, and General Requirements. Owner will provide much of the text for these documents, as stated elsewhere;
 - (2) Outline Technical Specifications describing the size, character and quality of the entire Project, including locations of materials; types of structural, mechanical, electrical and security systems;
3. At completion of the 50% Construction Documents Phase, Consultant shall furnish to Owner for purposes of checking and acceptance of 50% Construction Documents Phase Documents:
- a. One electronic copy of all 50% Construction Documents Phase Documents identified in this Part 5.04C;
 - b. One copy of the updated Project Schedule;
 - c. Computer disks containing electronic copies of the 50% Construction Documents. All non-drawing electronic files shall include a modifiable version;
 - d. A declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Subconsultants was coordinated; quality control checks have been performed per 5.03 Design Quality Control and Coordination Checks; the submittal is complete. All Drawings, Project Manual, Technical Specifications and calculations submitted by Consultant to Owner shall also contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline shall sign the statement;
 - e. A Statement of Probable Construction Cost. The construction cost estimate shall include all fixed equipment. A separate estimate shall be prepared and submitted for all movable equipment.

D. 100% Construction Documents Phase

1. Based on the Owner-accepted 50% Construction Documents Phase Documents, Consultant shall prepare final Construction Drawings and Technical Specifications, and assist in preparing the Project Manual and drawings ready for Bidding and construction purposes including but not limited to:



County of Santa Barbara General Services Capital Projects Division

a. Project Manual

- (1) Consultant shall complete, coordinate, and assemble the Project Manual including the Introductory Information, Bidding Requirements, Contracting Requirements, General Requirements, and Technical Specifications;
- (2) Sole source items:
 - a) Pursuant to Public Contract Code §3400, Consultant shall verify that:
 1. Technical Specifications do not limit bidding, directly or indirectly, to any one specific concern;
 2. For performance-type specifications there are at least two suppliers that can meet Consultant's performance specification, unless criteria for a sole source supplier per Public Contract Code section 3400 is met; and
 3. Bid Documents do not call for a designated material, product, thing, or service by specific brand or trade name unless the specification lists at least two brands or trade names of comparable quality or utility and is followed by the words "or equal" so that bidders may furnish any equal material, product, thing, or service. If aware of an equal product manufactured in this state, name that product in the specification.
 - b) Consultant shall verify, and provide all necessary information and supporting documentation, that each sole source product required by the Technical Specifications is approved by Owner and itemized and listed in the Notice to Bidders.
 - c) If the Owner approves the use of a sole source product, Consultant shall add the words, "no exceptions" to the sole source item where it is identified in the Construction Drawings or Technical Specifications, and assist the Owner in adding the words, "no exceptions" to other applicable places in the Project Manual.
- (3) Consultant shall verify that all page numbers, Part and Section references, and Drawing List references contained within the Project Manual are correct.

b. Drawings

- (1) Consultant shall complete, coordinate, and assemble the Drawings;
 - (2) Consultant shall verify that all Drawing numbers, detail numbers, and Project Manual references indicated on the Drawings are correct;
 - (3) Consultant shall verify that all General Notes included on the Drawings do not conflict with the provisions and requirements of the Project Manual; and
 - (4) Consultant shall verify that all sole source Products identified on the Drawings are also identified in the Technical Specifications and in the Notice To Bidders.
2. All Construction Documents shall be verified by Consultant as required by Part 5.03 Design Quality Control and Coordination Checks.
 3. All 100% Construction Documents Phase submittals shall be stamped and signed by the Design Professional(s) of Record as appropriate for the submittal.
 4. Consultant shall identify all necessary approvals and permits required, such as the Office of Statewide Health Planning & Development (OSHDP), State and County Fire Marshals, OSFM, State Department of Corrections, BSCC, State Fish & Game, etc.



County of Santa Barbara
General Services
Capital Projects Division

5. A declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Subconsultants was coordinated per 5.03 Design Quality Control and Coordination Checks; the submittal is complete; and that all review comments from the 100% Design Development Phase submittal have been incorporated and coordinated. All Drawings, Project Manual, Technical Specifications and calculations submitted by Consultant to Owner shall also contain a statement that the document was reviewed for accuracy, completeness and coordination and the coordination check was performed immediately prior to submission to Owner. The respective Design Professional(s) of Record as appropriate for each discipline shall sign the statement.
 6. Consultant shall furnish to Owner (and commissioning authority if applicable) for purposes of checking and acceptance, one reproducible copy of all 100% Construction Documents Phase submittals at 100% completion including:
 - a. Project Manual and Drawings stamped and signed and ready for Bidding including:
 - (1) Site Plan.
 - (2) Demolition plans (site, architectural, mechanical, plumbing, electrical, etc).
 - (3) Architectural Floor Plan, Reflected Ceiling Plan, Interior Elevations, Selected Details, Schedules.
 - (4) Mechanical / Electrical / Plumbing drawings.
 - b. Coordination Check Sheets;
 - c. One copy of the updated Project Schedule;
 - d. Computer disks containing electronic copies of all Construction Documents Phase Deliverables. All non-drawing electronic files shall include a modifiable version;
 - e. Final Statement of Probable Construction Cost;
 - f. Final Room Data Sheets;
 - g. Updated Project Schedule;
 - h. Simplified Floor Plans of all floors, in Owner-approved format;
 - i. A summary list by Project Manual Section of all required tests and inspections.
 7. Consultant shall furnish to Owner (and commissioning authority if applicable) for purposes of final verification and acceptance, an electronic format back-check submittal of all Construction Documents Phase submittals. The 100% CD back-check set shall include all the comments generated during the review of the 100% CD submittal and the comments and corrections required by Permitting Authorities.
 8. Consultant shall obtain and provide documented approval of the Construction Documents from all jurisdictional agencies. Plan Check review shall take place with Santa Barbara County Building and Safety and Public Health Department.
- E. Bidding Phase
1. Based on the Owner acceptance of the 100% CD back-check documents, Consultant shall furnish to Owner for purposes of reproduction and distribution to the prospective Bidders, an electronic copy of the Bid Documents ready for Bidding. Each drawing shall be stamped: Issued for Bidding.
 2. Consultant shall strictly adhere to Owner's processes and procedures related to competitive Bidding of public work.



County of Santa Barbara
General Services
Capital Projects Division

3. Consultant shall answer Bidders' questions relating to the Contract Documents, develop corrections or clarifications as required, and prepare all Addenda for issuance by Owner. Addenda shall be signed by the appropriate design professional and indicate its Registration or License Number. Preparation of Addenda is part of the Design Consultant's Basic Services and shall be prepared by the Consultant at no additional cost to the County.
 4. Consultant shall attend, participate in, and prepare minutes for any job walk and/or pre-bid conferences.
 5. Consultant shall advise and assist Owner regarding acceptance or rejection of Bids.
 6. Owner will administer the Bidding process.
 7. Contractor Prequalification:
 - a. If prequalification of construction contractors is required by the County, Consultant shall recommend prequalification criteria and assist County in preparation of the prequalification documents; and
 - b. If requested by the County, Consultant shall participate with the County in evaluation of prequalification submittals.
- F. Construction Phase
1. The Construction Phase will commence on the Award Date of the Construction Contract and, together with Consultant's obligation to provide Basic Services, will terminate as provided in Part 12, "Term And Termination."
 2. Project Meetings
 - a. Consultant shall attend the following Construction Phase meetings (maximum of 8 meetings at site):
 - (1) Preconstruction Conference and job walk
 - (2) Shop drawing review and coordination Meeting
 - (3) Construction Phase Progress Meetings (includes preparation and distribution of minutes)
 - (4) Punchlist generation site visit
 - (5) Punchlist Backcheck/Closeout Conference
 3. Site Visits
 - a. Consultant's Project Manager:
 - (1) Consultant's Project Manager will visit the Project at minimum each meeting to observe the Work.
 - (2) Consultant's Project Manager shall assist Owner in evaluating the Contractors' progress against Contractor's Progress Schedule.
 - (3) Observe the current status of the Work, and prepare and furnish a detailed written report of conditions observed, problems discussed and decisions made. Original and copies of the site visit reports shall be sent to the Owner's Project Manager within five (5) calendar days of each site visit.
 - b. Consultant's Project Manager, before leaving the Project site, shall inform Owner when Consultant observes Work that does not conform to the requirements of the Contract Documents. When Consultant's observations so indicate, Consultant shall



County of Santa Barbara
General Services
Capital Projects Division

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

- c. Consultant's "in-house" specialists or Subconsultants
 - (1) The minimum number of site visits by Consultant's "in-house" specialists or Subconsultants is included in the Consultant's Basic Services.
 - (2) The presence of Consultant's "in-house" specialists or Subconsultants at the site for participation in walk-through inspections associated with the development of Deficiency Lists for acceptance of all or at designated portions of the Work is part of the Consultant's Basic Services and is not to be charged against the designated number of site visits stated above.
 - (3) Additional site visits necessitated by Consultant error, omission, unauthorized changes or negligence, shall be accomplished without additional cost to Owner.
 - (4) Additional site visits of Consultant's "in-house" specialists or Subconsultants necessitated by significant failure on the part of the Contractor to perform in accordance with the requirements of the Contract Documents will be considered as additional Supplemental Services in accordance with Part 11.03 "Supplementary Services & Deliverables".
 - (5) Attendance at a progress meeting by a Consultant's "in-house" specialists or Subconsultant does not constitute a site visit. To be considered a site visit, the Consultant's "in-house" specialists or Subconsultant shall perform close-up observation of the current Work being constructed, review the Contractor's As-Built Documents, and prepare and submit a site visit report to the Owner.

4. Communications

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

5. Interpretation of the Contract Documents

- a. Consultant shall provide all design-related technical interpretation of the Contract Documents during construction necessary for the proper execution and progress of the Work;
- b. Interpretations and decisions of Consultant shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written and/or graphic form.
- c. For Requests For Information ("RFI's"):
 - (1) Consultant shall render written decisions within **five (5) Work Days** unless otherwise agreed between Consultant and OPM;
 - (2) The receipt date, topic, response date, and current status of all RFI's shall be logged and tracked by the Consultant in an electronic database;
 - (3) Responses to RFI's shall be in the form of drawings, sketches, technical information and/or any other documentation, in sufficient detail for the Contractor to proceed unimpeded with the Work without requesting further clarification;
 - (4) Consultant shall bear the cost of responding to RFI's as previously described in the sub-paragraph; however, if, as a result of the RFI, the Owner directs a change to the Project scope, the implementation of which requires preparation of design documents by the Consultant, the Owner may negotiate a corresponding fee increase to the Agreement pursuant to Part 11.03, "Supplementary Services & Deliverables;"



County of Santa Barbara General Services Capital Projects Division

- (5) In preparing its response to any RFI, Consultant will evaluate whether the response will result in a change to the requirements of the Contract Documents. If the Consultant's response to a RFI will change the requirements of the Contract Documents, Consultant shall:
 - a) State in writing in Consultant's response to the RFI that the response to the RFI is a change to the requirements of the Contract Documents; and;
 - b) Promptly notify the Owner that the Consultant's response to the RFI is a change to the requirements of the Contract Documents.
 - (6) Consultant will be required to prepare a cost estimate for each change to the Contract Documents resulting from Consultant's response to a RFI, except for circumstances described in c. (4) above; and
 - (7) Upon Owner's request, Consultant shall be required to assist the Owner in negotiating any adjustment in the Contract Time or Contract Sum with the Contractor resulting from contract modifications based on Consultant's response to a RFI, except for circumstances described in c. (4) above.
 - d. For Claims, Disputes and other matters in question between Owner and Contractor, Consultant shall render written opinion/recommendation within **fourteen (14) Days**.
 - e. Consultant shall notify Owner immediately if more time is required, for reasonable cause, to respond to RFI's, Claims, or other matters. The Owner's Project Manager shall, in writing, approve any extension to the maximum response times stated in this Part of the PSA.
 - f. Consultant's recommendations on disputes, Claims, or other matters, including those in question between Owner and Contractor, are subject to the provisions of the Contract Documents.
6. Testing and Inspection Reports
- a. Consultant shall review all testing and inspection reports submitted by Contractor and/or testing laboratory and any reports furnished by others who may be retained or employed by Owner to review the Work.
 - b. Consultant shall recommend to Owner the issuance of any directives that, based on Design Professionals' evaluation of the report data, are deemed necessary to obtain compliance with the requirements of the Contract Documents.
 - c. Copies to be provided to commissioning authority as required for concurrent review.
7. Submittals
- a. Consultant shall review or take other appropriate action on receipt of Contractor Submittals including but not limited to:
 - (1) Shop Drawings;
 - (2) Coordination Drawings;
 - (3) Product Data;
 - (4) Samples;
 - (5) Substitution Requests;
 - (6) Construction Cost Reduction Proposals;
 - (7) Submittal Log;



County of Santa Barbara General Services Capital Projects Division

- (8) Testing Log;
 - (9) Operation and Maintenance Manuals;
 - (10) Warranty/Guarantees; and
 - (11) Supplier and/or vendor correspondence and related data pertaining to the equipment and systems installed in the Project.
- b. Consultant shall review and return all Contractor submittals as promptly as possible, but in no case shall Contractor submittals be returned later than **fourteen (14) Days** from receipt of Contractor's submittals by Consultant.
 - c. Consultant shall review and return unacceptable or incomplete Contractor's submittals within **nine (9) Days** from receipt of Contractor's submittals by Consultant.
 - d. Consultant shall provide submittal copies to commissioning authority if applicable for concurrent review during these review durations.
 - e. Consultant shall notify Owner immediately of any potential delays in meeting the response times stated in this Part of the PSA.
 - f. Consultant shall immediately notify Owner of any submittal review comment that could result in a Change Order.
 - g. Except for Contractor Product Substitution requests submitted up to **thirty-five (35) Days** after the Notice to Proceed is issued to the Contractor, Consultant has no obligation to review Contractor's Submittals not required by the Contract Documents.
 - h. If the Consultant makes notes on the Contractor's Submittal that constitute a change to the requirements of the Contract Documents, Consultant shall state in Consultant's Submittal response that a Change Order request will be issued and immediately notify Owner in writing of the need to issue a Change Order request.
 - i. The receipt date, submittal identification number, response date, and review stamp action shall be logged and tracked by the Consultant in an electronic database maintained by the Consultant, or other system specified by the OPM.
 - j. Each submittal shall be stamped with an action stamp. The Design Consultant's action stamp shall have verbiage that is identical to the review stamp verbiage stated in the FAF Master Project Manual Section 01330.1.11.B. The Action Stamp review verbiage is:
 - (1) "No Exceptions Taken"
 - (2) "Make Corrections Noted"
 - (3) "Revise and Resubmit"
 - (4) "Rejected"
 - (5) "Submit Additional Information"
 - (6) "Returned Without Action"
8. Change Orders and Field Modifications
- a. Consultant shall prepare supporting data, Drawings, Technical Specifications and other documentation, and provide other Services as needed to assist Owner in evaluating Contractor's proposals for Change Orders and Field Modifications.
 - b. For Change Orders resulting from Owner requests or unknown site conditions, pursuant to Part 11.03, "Supplementary Services & Deliverables" the Owner may



County of Santa Barbara General Services Capital Projects Division

negotiate a corresponding fee increase to the Agreement for Consultant preparation of supporting data, Drawings, Technical Specifications and other documentation, and provision other Services as needed to assist Owner in evaluating Contractor's proposals for Change Orders and Field Modifications.

- c. Consultant shall prepare Change Orders and Field Modifications for Owner's approval and execution in accordance with Owner's procedures.
- d. If in the Owner's opinion, a Change Order is required as the result of a probable error or omission on the part of the Consultant, Consultant shall prepare and submit to Owner, along with the Change Order documentation, a cost estimate for the value of the Change Order Work. If it is subsequently determined by the Owner that the Change Order was not due to an error or omission on the part of the Consultant, Consultant will be compensated for preparation of the Change Order estimate pursuant to Part 11.03, "Supplementary Services & Deliverables."

9. Owner Move-in/Training Orientation

- a. Consultant shall provide Owner with an orientation session to facilitate moving into the Project. The session shall focus on operational issues relating to the design intent of the various systems. The session will orient Owner's staff on the design intent in order to facilitate staff acceptance and move-in. The orientation session shall be coordinated with the training, if any, provided by the Contractor or the commissioning firm.

10. Milestone Acceptance and Project Closeout

- a. Consultant shall attend the closeout conference, participate in the development of Milestone and Project acceptance Deficiency Lists, and attend preliminary and final walk-through inspections to assist Owner in determining the final completion of the Construction Work and/or designated portions of the Work. Consultant and Subconsultants' presence at the site for participation in the development of Deficiency Lists and walk-through inspections is part of the Consultant's Basic Services and is not to be counted against the number of site visits stated in Part 5.04.G.3, "Site Visits."

11. Record Documents

- a. Based on Consultant's site visit reviews of Contractor's As-built documents during construction, Consultant will recommend Owner's acceptance of Contractor's As-built documents prior to Consultant's preparation of the final Record Documents.
- b. Upon Owner's receipt and acceptance of Contractor's As-built documents, Consultant shall prepare a reproducible set of Record Documents for the Project including the Drawings and Project Manual.
- c. Consultant-prepared Record Project Manual shall incorporate all changes to the Project Manual issued during construction and indicate each product incorporated into the Work.
- d. Record Documents (Drawings and Project Manual) shall be submitted in electronic PDF format.

G. Warranty Phase

- 1. Acceptance by the Owner of the Consultant-prepared Record Documents constitutes completion of the Consultant's Basic Services for compensation purposes.
- 2. Consultant shall, when requested, render advice to assist Owner in obtaining necessary compliance by the Contractor with the terms of said Contractor Warranty/Guarantees.



County of Santa Barbara General Services Capital Projects Division

3. Should Owner request Warranty Phase Services after Consultant's completion of their Basic Services, and Services are required through no fault of Consultant, Consultant will be compensated pursuant to [Part 11.03, "Supplementary Services & Deliverables."](#)

PART 6 - CONSULTANT'S SCHEDULE

6.01 Consultant's Schedule Requirements

- A. Consultant will perform all Services and Deliverables within the time and project schedule stated in the Agreement, including milestones, if any. Time is of the essence in this Agreement.
- B. Consultant shall provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the project schedule.
- C. Anticipated schedule is:
 1. Finalize Pre-Design December, 2016
 2. Submit 50% Construction Documents January, 2017
 3. Submit 100% Construction Documents February, 2017
 4. Complete Plan Check April, 2017
 5. Completion of Bidding and Award of Contract July, 2017
 6. Completion of Construction November, 2017
 7. Notice of Completion December, 2017

PART 7 - COST CONTROL

7.01 Owner Approved Construction Cost (OACC)

- A. An Owner Approved Construction Cost shall be identified for the Project which will include any bid alternates as defined by the OPM. The Owner Approved Construction Cost shall not be revised without Owner's prior written approval.
- B. The preliminary OACC is estimated at \$550,000 including construction and equipment.

7.02 Formatting and Comparing Estimates

- A. All required Statements of Probable Construction Cost by Consultant shall be prepared per Owner's direction, in a format or formats approved by Owner's Project Manager. The identical format(s) shall be used consistently throughout the Project in order to facilitate tracking the costs of various Project components. In addition, Consultant shall provide a cost estimate summary sheet in CSI format for all Construction Document Phase submissions of Statements of Probable Construction Cost.
- B. The County may have an independent cost estimate prepared by an independent estimator designated by County and at County's expense. If the County chooses to have an independent estimate prepared, the Consultant is required to answer the independent estimator's questions regarding the design. If attendance at meetings with the independent estimator to reconcile Consultant's estimate is necessary, Consultant will be compensated according to their hourly rate schedule. In the event that the independent estimate and Design Professional's estimate cannot be reconciled, Consultant's estimate will prevail as the Estimated Project Construction Cost.
- C. Consultant shall include an estimate summary of all buildings when there is more than one building. The summary includes all building cost to five feet outside the building. Site work estimates shall be to within five feet outside the building and represented on a separate summary page. The summary shall list the building or site work, its size, cost per square foot and total cost.



County of Santa Barbara General Services Capital Projects Division

- D. If the Project involves multiple bid packages, Consultant shall prepare separate estimates for each bid package.

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

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

7.04 Review of Project to Reduce Potential Cost

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

7.05 Consultant's Obligation to Modify Bid Documents

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

7.06 Addendum Estimates



County of Santa Barbara General Services Capital Projects Division

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

PART 8 - INDEMNIFICATION & INSURANCE

8.01 Exhibit F Requirements

- A. Indemnification and Insurance requirements are set forth in Exhibit F, "Indemnification & Insurance."
- 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 Exhibit F, "Indemnification & Insurance", applies only in the indemnification context in Exhibit F, "Indemnification & Insurance."

PART 9 - REPRESENTATION BY COUNSEL

- A. Both parties to this PSA were represented by counsel in the negotiation and execution of this Agreement.

PART 10 - HAZARDOUS MATERIALS

10.01 Responsibility for Hazardous Materials

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

10.02 Hold Harmless Clause

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

PART 11 - COMPENSATION & PAYMENT

11.01 Compensation

- A. Payments will be made as set forth in Exhibit C, "Compensation of Project Phases."
 - 1. Maximum Compensation Limit
 - a. The MCL is as set forth in Part 2.02.
 - 2. Consultant's Hourly Rate Schedule



County of Santa Barbara General Services Capital Projects Division

- a. Consultant's Hourly Rate Schedule is set forth in Exhibit A, "Consultant's Hourly Rates."
- b. Modifications to Consultant's Hourly Rate Schedule to include out-years beyond the rates identified in Exhibit A will be negotiated by the parties using as a benchmark the prevailing increase for similar Consulting Services in the Central Coast area and are subject to approval as an amendment to the PSA by the OAR.
- c. Non-Fixed fee Services provided by Subconsultants are subject to approval by the OAR. 15% administrative mark-up by Consultant on Subconsultant invoices is permitted.
- d. Where the class of persons authorized to provide specific Services is not designated, Services shall be provided by a qualified person who is in a class that has the lowest rate of payment among those classes that contain persons who are qualified to provide the Services.

3. Consultant's Milestone Schedule

- a. The Consultant's Milestone Schedule shall be prepared in accordance with Part 6, "Consultant's Schedule."

4. Changes

- a. If, during the term of the Agreement, circumstances constituting a material change in scope as described in Part 4.02, "Changes In Scope", arise, Consultant will be entitled to compensation therefore, within the Total Payment Limit for that Phase, as set forth in Exhibit C. If such changes mean that the scope of the Agreement cannot be completed as originally envisioned, then Consultant shall immediately inform the OPM and assist OPM in allocating the remaining compensation among the unfinished Services in order to accomplish as much of the original intent as possible within the Total Compensation Limit of the Agreement.

5. Prevailing Wages

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

6. Errors and Omissions

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

11.02 Reimbursable Expenses

- A. When travel is authorized as a reimbursable expense, Consultant agrees to comply with the Santa Barbara County travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement.
- B. When authorized, Owner will reimburse Consultant, at cost, for reasonable expenses incurred in the performance of the Services. Only the following expenditures, made by Consultant with Owner's advance written approval, are payable as reimbursable expenses within the Total Compensation Limit:



County of Santa Barbara

General Services

Capital Projects Division

1. Extra-ordinary "office" expenditures specifically related to executing the scope of work, including overnight mailing such as Federal Express, and additional copies of Deliverable Documents, over and above those required by the terms of the Agreement; and mileage reimbursement to attend meetings beyond those specified in the scope of the Agreement. Any individual expense in excess of \$10.00 shall be supported by a copy of the receipt.

11.03 Supplementary Services & Deliverables

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

11.04 Payment

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

11.05 Release of All Claims

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

11.06 Timely Billings

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

11.07 Consultant's Accounting Records

- A. Accounting System & Records Retention
 1. Consultant shall 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 shall 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.



County of Santa Barbara General Services Capital Projects Division

B. Owner's Auditing Rights

1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices affecting the performance or administration of this PSA, or affecting any changes or modifications to this PSA.

C. Applicability to Subcontracts

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

PART 12 - TERMINATION

12.01 Owner's Rights

A. Termination for Convenience

1. Owner's Authorized Representative may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant shall 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 Owner's Authorized Representative 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 as allowed by this PSA for a termination for convenience.

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

12.02 Consultant's Compensation Upon Termination

- A. In the event of Owner's termination of this PSA for convenience, Consultant will receive compensation as follows:

1. For fully performed and accepted items of Service, and authorized Reimbursable Expenses pursuant to the PSA, compensation will be in the amount specified 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.



County of Santa Barbara
General Services
Capital Projects Division

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

12.03 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.

PART 13 - DISPUTE RESOLUTION

13.01 Consultant's Questions & Concerns

- A. Should disputes arise regarding the terms, conditions and Services of this PSA, and in the event the Consultant remains dissatisfied with direction provided by the OAR, Consultant may appeal a determination in writing. The Director of the County of Santa Barbara General Services Division will render a decision to the Consultant in writing within thirty (30) Days after receiving a written request for appeal from Consultant.

13.02 Dispute Resolution During Construction

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

13.03 Negotiations Before and During Mediation

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

13.04 Mediation

- A. Voluntary Mediation
1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant agree to attempt to resolve the matter by Mediation.
 2. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable solution.
 3. These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration.
- B. Initiation of Mediation
1. Either the Owner or Consultant may initiate Mediation by notifying the other party in writing of its dispute or claim.
- C. Request for Mediation
1. A Request for Mediation shall 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.



County of Santa Barbara
General Services
Capital Projects Division

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 shall have expertise in the area of the dispute and be knowledgeable in the Mediation process.
 2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
 3. Before accepting an appointment, the prospective Mediator shall 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 shall have full authority to negotiate.
 2. The names and addresses of such person(s) shall 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 shall 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.



County of Santa Barbara
General Services
Capital Projects Division

4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further efforts at Mediation would not contribute to a resolution of the dispute between the parties.
- K. Privacy
1. Mediation sessions are private.
 2. The parties and their representatives may attend Mediation sessions.
 3. Other persons may attend only with the permission of the parties and with the consent of the Mediator.
- L. Confidentiality
1. The Mediator shall agree not to divulge confidential information disclosed to the 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, shall be treated as confidential.
 3. The Mediator shall 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;
 - 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 shall be paid by the party producing the witnesses.



County of Santa Barbara General Services Capital Projects Division

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

13.05 Compensation for Participation in Mediation

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

PART 14 - MISCELLANEOUS PROVISIONS

14.01 Capitalization and Formatting

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

14.02 Force Majeure

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

14.03 Waiver

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

14.04 Exclusion of Contractor's Means & Methods

- A. Consultant has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques, sequences, or procedure required for the Contractor to perform its Work except as required by [Labor Code §6705](#). Omitted services include but are not limited to:
 1. Scaffolding;
 2. Temporary erection methods and temporary bracing.
- B. Pursuant to [Labor Code §6705](#), no contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the contractor and acceptance by the awarding body or by a registered civil or structural engineer,



County of Santa Barbara General Services Capital Projects Division

employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. Consultant is responsible for reviewing submissions provided by the Contractor pursuant to Labor Code [Labor Code §6705](#).

14.05 Timely Approvals

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

14.06 Ownership & Use of Instruments of Service

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

14.07 Reliance

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



County of Santa Barbara
General Services
Capital Projects Division

PART 15 - NOTICES

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

PART 16 - LIMITS OF AGREEMENT

- A. This PSA constitutes the entire and integrated agreement between Owner and Consultant and supersedes 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 as specified in Part 4-Amendments, or as otherwise authorized herein.

PART 17 - EXHIBITS

- A. The following listed Exhibits referred to herein are incorporated in this PSA as though set forth in full:
1. [Exhibit A](#), "Consultant's Hourly Rate Schedule"
 2. [Exhibit B](#), "Consultant's Staff & Subconsultants"
 3. [Exhibit C](#), "Compensation of Project Phases"
 4. [Exhibit D](#), "Project Description"
 5. [Exhibit E](#), Not Used
 6. [Exhibit F](#), "Indemnification And Insurance Requirements"
 7. [Exhibit G](#), "Notices"

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County of Santa Barbara
 General Services
Capital Projects Division

PART 18 - SIGNATURES:

Agreement for Architectural/Engineering and related professional design services between the County of Santa Barbara and Ravatt, Albrecht & Associates, Inc.

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

ATTEST:

Mona Miyasato
 County Executive Officer
 Clerk of the Board

By: _____
 Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
 Peter Adam, Chair
 Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

General Services

By: Greg Sr. on behalf of Matthew P. Pontes
 Matthew P. Pontes, Director

CONSULTANT:

Ravatt, Albrecht & Associates, Inc.

By: _____
 Greg Ravatt
 Soc Sec or Tax ID Number _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
 County Counsel

By: [Signature]
 Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
 Auditor-Controller

By: [Signature]
 Deputy

APPROVED AS TO FORM:

Risk Management

By: [Signature]
 Risk Management

Dept 063 Fund 0030 Program 1930 Account 8700 Project 8765

END OF PART 18 - END OF AGREEMENT



County of Santa Barbara
General Services
Capital Projects Division

COPY

PART 18 - SIGNATURES:

Agreement for Architectural/Engineering and related professional design services between the County of Santa Barbara and Ravatt, Albrecht & Associates, Inc.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Peter Adam, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

General Services

CONSULTANT:

Ravatt, Albrecht & Associates, Inc.

By: _____
Matthew P. Pontes, Director

By: _____

Greg Ravatt
Soc Sec or Tax ID Number 77-0514583

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

Dept 063 Fund 0030 Program 1930 Account 8700 Project 8765

END OF PART 18 - END OF AGREEMENT

EXHIBIT A

CONSULTANT'S HOURLY RATES

The following 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 OAR 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 OAR.

RAVATT, ALBRECHT & ASSOCIATES, INC (RA):

Position	Rate
Principal Architect	\$150.00/hr
Professional Architect/Project Mgr.	\$150.00/hr
Senior Designer	\$110.00/hr
Designer	\$95.00/hr
Principal Engineer	\$150.00/hr
Professional Engineer Electrical	\$150.00/hr
Professional Engineer Mechanical	\$110.00/hr
Senior CAD	\$85.00/hr
Drafting/CAD/Clerical	\$75.00/hr

STRUCTURAL:

Smith Structural Group, LLP (SSG)

Position	Rate
Principal Structural Engineer	\$160.00/hr
Principal Engineer	\$150.00/hr
Senior Structural Engineer	\$120.00 /hr
Senior Project Engineer	\$110.00/hr
Project Engineer	\$95.00/hr
Staff Engineer	\$85.00/hr
CAD Operator	\$70.00/hr
CAD Technician	\$60.00/hr
Administrative Professional	\$35.00/hr

COST ESTIMATION:

AC&E Support Services	\$75.00/hr
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END EXHIBIT A

EXHIBIT B

CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the Principal-in-Charge will be Greg Ravatt, AIA.
- B. Consultant will employ Subconsultants it deems appropriate to the complexity and nature of the required Services and said Subconsultants shall, if their specialty is licensable, be licensed by the State of California to perform their specific Services. Consultant shall obtain Owner's approval of all Subconsultants. Upon Owner's request Consultant shall provide copies of all Subconsultant contract agreements to Owner.
- C. None of the above named Staff or Subconsultants shall be replaced without OAR'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 OAR. In that event Consultant shall submit the name of a qualified replacement for OAR's approval.

CONSULTANT'S STAFF & SUB-CONSULTANTS:

ARCHITECTURE

Greg Ravatt, AIA, Principal Architect
Ravatt, Albrecht & Associates, Inc.

STRUCTURAL

Michael E. Parolini, S.E., Principal, LEED AP
Smith Structural Group, LLP (SSG)

MECHANICAL / ELECTRICAL / PLUMBING ENGINEERING

James Albrecht, PE, Principal Engineer
Ravatt, Albrecht & Associates, Inc.

COST ESTIMATION

Mike Lewis
Owner
AC&E Support Services

FIRE PROTECTION ENGINEERING (through Assessment phase)

Collings & Associates

SECURITY (If Needed)

HDR

END EXHIBIT B



County of Santa Barbara
General Services
Capital Projects Division

EXHIBIT C

COMPENSATION OF PROJECT PHASES

<p>PSA BETWEEN THE COUNTY OF SANTA BARBARA AND Ravatt, Albrecht & Associates, Inc. FOR ARCHITECTURAL – ENGINEERING AND RELATED PROFESSIONAL DESIGN SERVICES</p>
<p>PROJECT TITLE: Santa Maria Juvenile Hall 2nd Tier Fall Protection</p>

COMPENSATION

Project Phase	Fixed Fee	Other Cost Item	Supplementary Services	Maximum Compensation Limit for Project Phase
Pre-Design Assessment, Cost Estimate and Schedule (20%)	\$11,000			\$11,000
50% Construction Documents (25%)	\$13,750			\$13,750
100% Construction Documents (20%)	\$11,000			\$11,000
Plan Check Approval (10%)	\$5,500			\$5,500
Bidding (5%)	\$2,750			\$2,750
Construction Administration / Warranty (20%)	\$11,000			\$11,000
* All internal Design Team printing and included meetings and site travel costs are included in proposed fees.				
Maximum Compensation Limit on PSA:				\$55,000

Consultant shall submit appropriate documentation and information to support each invoice, including a narrative description of services performed during the period; completed milestones and deliverables. Consultant shall break-out cost items by line items identified in the Compensation Summary table, and label each category the same title.

END EXHIBIT C



County of Santa Barbara
General Services
Capital Projects Division

EXHIBIT D
PROJECT DESCRIPTION

Ravatt Albrecht & Associates, Inc. (RA) will provide complete design and engineering services, including as needed, Design Team Coordination, Architecture Design, Structural Engineering, Mechanical and Electrical Engineering, Fire Protection Engineering (through Assessment phase), and Cost Estimating to support the design, contract documents, agency approvals, bidding and construction administration of the Santa Maria Juvenile Hall Balcony Fall Protection Project.

The project requires Board of State and Community Corrections (BSCC) and Office of the State Fire Marshal (OSFM) review and approval.

Fall Protection shall consist of full-height screen barriers along entire mezzanine guardrail and down stairs to about 4 feet from the bottom. There are 3 identical housing units requiring the same improvements at each unit. Construction shall be in 3 phases in order for only one housing unit to be vacated at a time.

END EXHIBIT D



County of Santa Barbara
General Services
Capital Projects Division

EXHIBIT E

Not Used

END EXHIBIT E



County of Santa Barbara
General Services
Capital Projects Division

EXHIBIT F
Indemnification and Insurance Requirements
(For Design Professional Contracts)

INDEMNIFICATION

CONSULTANT 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, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT and its employees, subconsultants, 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.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONSULTANT 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

CONSULTANT 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 CONSULTANT, its agents, representatives, employees or subconsultants.

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 CONSULTANT 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.



County of Santa Barbara
General Services
Capital Projects Division

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONSULTANT maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT. 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT'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 CONSULTANT'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** – CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONSULTANT 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 CONSULTANT 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.



County of Santa Barbara
General Services
Capital Projects 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** – CONSULTANT 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 CONSULTANT's obligation to provide them. The CONSULTANT 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. **Subconsultants** – CONSULTANT shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that COUNTY is an additional insured on insurance required from subconsultants.
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 CONSULTANT 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.



County of Santa Barbara
General Services
Capital Projects Division

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONSULTANT 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 F



County of Santa Barbara
General Services
Capital Projects Division

EXHIBIT G

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
General Services Department
Capital Projects Division
912 W. Foster Road
Santa Maria, CA 93455

Attention: Todd Morrison

b. **Consultant:**

RAVATT, ALBRECHT & ASSOCIATES, INC.
1371 Pacific Street
San Luis Obispo, CA 93401

Attention: Larry Mitchell

END EXHIBIT G