

**PROFESSIONAL SERVICES AGREEMENT**

Between

**THE COUNTY OF SANTA BARBARA**

And

***Blackbird Architects Inc.***

For

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

For

**Jalama Beach Park, Affordable Overnight Accommodations**

**PROJECT NUMBER: 8703**

**October 18, 2016**

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**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 Blackbird Architects Inc., 235 Palm Ave., Santa Barbara, CA 93101 (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 Jalama Beach Park, Affordable Overnight Accommodations ; and
- 1.02 **WHEREAS**, pursuant to County Purchase Order CN 17102, Consultant completed and was paid in full for concept design and master planning services; and
- 1.03 **WHEREAS**, the work completed pursuant to County Purchase Order CN 17102 will form the basis of the scope of the work to be completed pursuant to this PSA; and
- 1.04 **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
- 1.05 **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 County for the Jalama Beach Park, Affordable Overnight Accommodations Project 8703.

**2.02 Maximum Compensation**

- A. The maximum compensation pursuant to this PSA shall not exceed **\$183,350.00 (Dollars) plus any amounts authorized by Owner pursuant to this PSA.** 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/or Deliverables that may be authorized by the Owners Authorized Representative (OAR) within the scope of this PSA.



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## **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) Shop drawings, vendor support and all data required for design and coordination of movable furniture & equipment unless otherwise provided in the PSA.
  - (iv) Capital Projects Standards Manual, current revision.
  - (v) County Commissioning Policy, current revision.
- 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.

### **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 approval 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



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the Owner's request, notify Owner in writing that Consultant contends Owner has requested a 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 when specifically authorized. 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 accordance with applicable 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.



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4. All Construction Documents shall comply with current revisions of County Capital Projects Standards Manual, and County Commissioning Policy.
  5. 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 Exhibit D.
  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.



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2. Original ink signed and stamped documents shall be provided in the quantity required by the OPM for each deliverable.
- 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. Before submitting the completed Construction Documents to Owner, Consultant shall check all Documents for compliance with Capital Projects Standards Manual, most recent revision. If Documents deviate from Capital Projects Standards Manual, the consultant shall bring documents into compliance at no additional charge excepting differences by specific Owner's Project Manager request.
  4. 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.
  5. 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;





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- I. When three or more manufacturers offer on the open market materials, equipment or devices of equal quality and usability needed for the project, a minimum of three such known manufactured products shall be specified for potential use on the Project.
  6. 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.
  7. 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.
  8. 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 Capital Projects Standards Manual check and 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.
  9. If Owner's review of the documents submitted by the Consultant reveals that the coordination check was incomplete or inadequate, Owner will notify Consultant and allow Consultant to complete the review. If Consultant's review is not satisfactorily completed within ten (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.
  10. 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 files containing the Drawings, Project Manual, and other Instruments of Service in the following electronic formats: unlocked Adobe PDF files, AutoCAD 2004 or newer files, Microsoft Office 2010 or newer files.
- 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 Exhibit D, 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



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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. The Capital Projects Standards Manual will be presented at this meeting.

- 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 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. Commissioning meetings relevant to size and scale of project per County Commissioning Policy.
4. In addition to meetings noted above the Consultant's fee for attendance at and preparation of minutes for all meetings specifically identified in [Exhibit D](#) will be considered included in the overall fee.
- J. Owner's Project Manager will coordinate all meetings between Consultant, Owner's user groups, and the public. Consultant's Staff and Subconsultants
  1. Consultant's staff and Subconsultants are identified in [Exhibit B](#), "Consultant's Staff and Subconsultants" and are subject to the requirements set forth therein.
  2. Changes to Consultant's staff and Subconsultants are subject to approval as an amendment to the PSA by the OAR.
- K. Energy Efficiency
  1. Consultant shall incorporate designs and efficiency requirements per Capital Projects Standards Manual, most recent revision.
  2. Consultant shall utilize state of the art system designs and equipment selections to minimize overall consumption of energy by the proposed project. (Includes active, such as variable frequency drives and controls, as well as passive, such as insulation selections and equipment positioning.)

## 5.04 Basic Services & Deliverables

- A. Unless the requirements for the Services and Deliverables described in [Exhibit D](#) are specifically modified in writing, Consultant shall provide its Services and Deliverables as required in [Exhibit D](#).

## 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. Submit Schematic Design Documents (Shower Structure Only) January, 2017



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2. Submit 50% Construction Documents	March, 2017
3. Submit 100% Construction Documents	June, 2017
4. Complete Plan Check and Permitting	November, 2017
5. Completion of Bidding and Award of Contract	January, 2018
6. Completion of Construction	July, 2018

## **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 \$1,360,000 including restroom construction, modular building construction and all site work.

### **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.
- 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 10% 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.



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- 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. Revising such documents is the limit of Consultant's responsibility pertaining to construction cost.
- C. Consultant may, with Owner's agreement, include contingencies not exceeding 10% in the Statements of Probable Construction Cost for design, bidding, and price escalation.

#### 7.06 Addendum Estimates

- A. The Consultant 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 E Requirements



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

## **PART 9 - REPRESENTATION BY COUNSEL**

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

## **PART 10 - HAZARDOUS MATERIALS**

### **10.01 Responsibility for Hazardous Materials**

- A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.
- 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 Schedule is 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
    - 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. Administrative mark-up by Consultant on Subconsultant invoices is not permitted.



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- 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. 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 and Registration
  - a. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
  - b. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
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

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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 PSA'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 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.
- B. Owner's Auditing Rights



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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 - TERM & TERMINATION**

### **12.01 Owner's Rights**

- A. Termination for Convenience
  1. Owner's Authorized Representative may, by written notice to Consultant, terminate all or part of this PSA 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.
- B. In no event will the total compensation paid for any item of Service exceed the value specified for that item of Service.





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

### 13.02 Dispute Resolution During Construction

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

### 13.03 Negotiations Before and During Mediation

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

### 13.04 Mediation

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



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## 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.



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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.



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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. Text that is deleted by ~~strike through~~ indicates not applicable to this agreement.
- 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. Shoring;
  2. Scaffolding;
  3. Underpinning;
  4. Temporary erection methods and temporary bracing.



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

#### 14.05 Timely Approvals

- A. Whenever the approval of Owner or Consultant is required pursuant to this PSA, 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.



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- D. When the Contract Documents require Contractor to provide professional certification of performance characteristics of materials, systems or equipment, Consultant will be entitled to rely on such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

**PART 15 - NOTICES**

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

**PART 16 - LIMITS OF AGREEMENT**

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

**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 and Scope of Work"
  5. [Exhibit E](#), "Indemnification And Insurance Requirements"
  6. [Exhibit F](#), "Notices"

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**PART 18 - SIGNATURES:**

Agreement for Architectural - Engineering and Related Professional Design Services between the County of Santa Barbara and Blackbird Architects, 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:**  
 Blackbird Architects, Inc.

By: Janette D. Pell for  
 Matthew P. Pontes, Director

By: Ken Radtkey  
 Ken Radtkey, AIA, President  
 Soc Sec or Tax ID Number 20-023 0325

**APPROVED AS TO FORM:**  
 Michael C. Ghizzoni  
 County Counsel

**APPROVED AS TO ACCOUNTING FORM:**  
 Theodore A. Fallati, CPA  
 Auditor-Controller

By: [Signature]  
 Deputy County Counsel

By: [Signature]  
 Deputy

**APPROVED AS TO FORM:**  
 Risk Management

By: [Signature]  
 Risk Management

Dept 052 Fund 0031 Program 1931 Account 8700 Project 8642 (GS-8703)

**END OF PART 18 - END OF AGREEMENT**





## **EXHIBIT B**

### **CONSULTANT'S STAFF & SUBCONSULTANTS**

- A. Consultant declares that the Principal-in-Charge will be Ken Radtkey, AIA, and Consultant's Project Manager will be Adam Sharkey.
- 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.

#### **Subconsultants:**

Civil Engineer: Above Grade Engineering, Inc.

Mechanical Engineering: MEC, Inc.

Electrical Engineering: Alan Noelle Engineering

Cost Estimator: C.P.O'Halloran & Associates

- 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.

**END EXHIBIT B**



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**EXHIBIT C**

**COMPENSATION OF PROJECT PHASES**

PSA BETWEEN THE COUNTY OF SANTA BARBARA AND  
**Blackbird Architects Inc.**  
 FOR  
**ARCHITECTURAL – ENGINEERING AND RELATED PROFESSIONAL DESIGN  
 SERVICES**

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**PROJECT TITLE:**  
**Jalama Beach Park Affordable Overnight Accommodations**

**1. COMPENSATION SUMMARY**

Consultant's <b>Fixed Fee</b> for the <b>Basic Services</b> described in <b>Exhibit D</b> shall be:	
Concept Design & Master Planning, County Development Approval, Cost Estimate	\$0.00
Schematic Design, Design Development (Shower Structure Only)	\$15,400.00
Construction Documents / Cost Estimate @ 50% CD, SWPPP Preparation, Permitting Assistance, Planning Commission Review / Coastal Permit / CBAR ( as required)	\$119,100.00
Bidding Phase	\$4,350.00
Construction Phase	\$43,300.00
<b>SUBTOTAL: Fixed Fee for Basic Services</b>	<b>\$182,150.00</b>
Allowance for Reimbursable Expenses pursuant to Part 11.02 Not to Exceed	\$1,200.00
<b>SUBTOTAL: Fee for Basic Services Not To Exceed</b>	<b>\$183,350.00</b>

Dept 052 Fund 0031 Program 1931 Account 8700 Project 8642 (GS-8703)

END EXHIBIT C



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**EXHIBIT D**

**PROJECT DESCRIPTION**

The Jalama Beach Affordable Accommodations project will provide planning, conduct the necessary environmental review and ultimately construct approximately five to eight additional cabins and related facilities that make up the Jalama Beach Affordable Overnight Accommodations Project. The project would require minor reconfiguration of the existing park facility, including removal of an existing unoccupied ranger residence, relocation of an existing group campsite, installation of approximately five to eight new cabins, renovation / expansion of two existing restroom facilities to support the new accommodations and reconfiguration of the existing development.

The project will be accomplished within two separate phases. Phase one will be the environmental and design work needed to construct the project. The second phase would construct and complete the project and only occur after Board of Supervisors approvals.

**PREVIOUSLY COMPLETED SCOPE:**

*Work effort previously completed and paid for in full under PSA with Blackbird Architects by Purchase Order CN17102*

**1. Concept Design & Master Planning:**

**Architectural:**

- *Site review of existing conditions & archive plan materials*
- *One initial design meeting to confirm program, and key issues to address.*
- *Concept design for comfort station replacements:*
  - *Type A is to be comprised of two single-occupant restrooms with a toilet and lavatory in each.*
  - *Type B is to be comprised of two-multiple occupant restrooms with two toilet fixtures and two sinks in each.*
- *Three concept site plans illustrating options for locating 5-8 new prefabricated cabins on site, illustrating relocated facilities. Areas of study may include the upper bench of existing RV sites, the empty ranger residence and adjacent RV site area, the group camping area and host trailer site, and the tent camping facilities at the west side of the park. Hardscape and landscape improvements will be conceptually shown, with accompanying info provided by the civil engineer.*
- *One in-progress design meeting with the County to discuss design issues.*
- *Final meeting with the County to present final concept design materials and review the conceptual construction cost estimate.*
- *Coordination of consultant work product and deliverables.*
- *Management and coordination with the County throughout the project.*

**Civil Engineering:**

- *Schematic Grading, Drainage, and Site Utility Plans: based on a digital topographic map provided by the County and up to 3 conceptual site plan options provided by the architect, preparation of preliminary grading and drainage plans. Preliminary spot elevations, finished grade contours and rates of grade will be shown to depict the extent of the grading required for each option. Earthwork estimates will be performed for site grading.*
- *Schematic Utility Layouts: Based on record information provided by the client on location and sizing of existing utilities, preparation of schematic layout of the utility extension to serve any new RV or trailer locations for the three options.*



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- *Electrical Service: review of the electrical service and ability to expand if necessary for new RV or trailer locations for the three options.*
- *Up to one site visit and one project coordination meeting on site or in the client's office.*
- *This scope assumes that the existing septic system is sufficient for this desired program.*

### **Additional Civil Service – If Needed – Septic System Review**

*It is our understanding that a recent report was prepared that looked at the existing size and flows to the existing septic system on site. If requested, the civil engineer will review this report against data provided by the campground on metered water or sewer flow and propose alternatives to increasing the capacity of the system if needed for additional RV or trailer sites.*

### **Cost Estimating:**

#### **Conceptual Construction Cost Estimate**

- *Consultation with Project Team*
- *Initial Draft Estimate Construction Estimate - Type A & B comfort stations and 3 campground reconfiguration options to accommodate the new prefab cabins*
- *Review of Construction Estimate with Project Team*
- *100% Submittal to the County*

### **Additional Services for Consideration:**

*Civil Engineering – Septic System Review*

***Deliverables from the Concept Design / Master Planning Phase will include 1 CD in .PDF format, an electronic file, or the link to an FTP site, and three (2) hard copy sets of:***

- *Concept drawings*
- *Concept construction cost estimate*

### **SCOPE OF WORK: (Per Blackbird Architects, Inc. proposal dated August 11, 2016)**

- *Site design for the installation of up to eight new prefabricated cabins (cabin design by others) per the concept plans.*
- *Up to five replacement restroom structures (three in a larger configuration of four single occupant restrooms, and two in a smaller configuration of two single-occupant restrooms) per the concept plans.*
- *One shower structure containing 4 to 8 single-occupant showers.*
- *Site design for relocating the Starfish cove group campsite to the area occupied by campsites 37-40.*

### **Architectural: (Blackbird Architects, Inc.)**

#### **Schematic Design Phase: (Shower structure only)**

- *Concept/Schematic design for a new shower structure of four single-occupant showers.*
- *Architectural design documentation of the proposed project including plans, elevations, sections, details, schedule, and specifications.*
- *Basic 3D modeling to indicate the proposed building form.*
- *Coordination of consultant work product and deliverables.*
- *One in-progress design meetings with the County to discuss design issues and obtain direction and feedback on the project.*
- *Management and coordination with the County throughout the project.*

### **Construction Documents Phase:**

- *Updates of project drawings based on comments from the Concept Design Phase.*
- *Architectural design documentation of the proposed project including site plans, floor plans, elevations, sections, details, schedule, and book specifications.*
- *Coordination of consultant work product and deliverables.*



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- Two in-progress design meetings with the County to discuss design issues and obtain direction and feedback on the project.
- Coordination of Construction Documents construction cost estimate.
- Management and coordination with the County throughout the project.
- One meeting to present the 50% drawings and review the construction cost estimate, and one final meeting to present the 100% drawings.

#### **Bidding Phase:**

- Attendance at pre-bid conference
- Responses to questions from bidding contractors.
- Assistance in evaluating bids if requested by the County.

#### **Construction Observation Phase:**

- Attendance at preconstruction meeting.
- Attendance at regular construction meetings throughout the duration of the project.
- Site visits to observe progress of the construction.
- Coordination with the County throughout the project.
- Review of submittals.
- Responses to RFIs.
- Generation of punch-list items.

#### **Structural Engineering:**

##### **Construction Documents thru Construction Observation Phases:**

- Consultation throughout All Phases: Consult with Blackbird Architects, Inc., County Park personnel, the Civil Engineer, the Soils Engineer, the Special Deputy Inspector(s), the Materials Testing Company, the Building Department, the General Contractor, and other consultants as needed.
- Design Phase: Prepare structural engineering calculations, specifications, and structural plans for the project. Satisfy Building Department structural plan check requirements for code compliance for the new restroom structures.
- Construction Phase: Provide construction assistance by responding to Contractor's RFIs and questions via telephone and e-mail. Review of materials testing data and shop drawings. Visit the project site (a) to perform a structural observation of construction for general conformance with the approved structural documents, and (b) upon request of the Contractor to observe and resolve any structural issues revealed during demolition or construction. A brief written report shall be prepared and left on site for the Building Official following each structural observation.

#### **Civil Engineering:**

##### **Construction Documents thru Construction Observation Phases:**

##### **Grading and Drainage Plans**

- Prepare grading and drainage plans for new restrooms, cabins, roadways, camping area and retaining walls. Prepare the retaining wall design based on a soils report provided by the client.
- Spot elevations, finished grade contours and rates of grade will be shown as deemed necessary by the Engineer. Site storm water will continue to flow in the historical path. It is assumed that the existing storm drain system is sized to handle this drainage and analysis of the drainage system is not included in this scope. Earthwork estimates will be performed for site grading.

##### **Site Utility Plan**

- Provide engineered construction plans for domestic water and sewer utilities from a point of connection adjacent to the project site to within five feet of the building. Sizing of the utility piping will be determined based on information provided by the mechanical engineer. This scope assumes that the existing utilities



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(including site septic tanks & drywells/leach fields) have adequate capacity for the site development and that analysis or upgrades to the existing utility mains are not included in this proposal.

## **Erosion Control Plans**

- Prepare plans for temporary erosion control facilities. Temporary facilities will be proposed for protection of graded areas and drainage devices. Details and erosion control notes will be provided to assist in implementation.

## **Technical Specifications**

- Prepare technical specifications for all civil engineering aspects of the project. These specifications will control quality of workmanship, quality of materials and methods of construction. The specifications will follow CSI format.

## **Bidding Assistance**

- Assist during the bidding phase of the project. Prepare addenda and respond to Requests for Clarifications as determined by the Architect to be reasonable or necessary for the bidding process.

## **Construction Observation:**

- Owner Assistance during construction, including review and responses to Requests for Information (RFI), Change Orders (CO), submittals, and contractor supplied shop drawings. This scope includes up to two site visits throughout construction.

## **Plumbing Engineering: (MEC):**

### **Schematic Design (Shower Structure Only):**

- Schematic plumbing design & consultation on recommended configuration of plumbing elements.

### **Construction Documents thru Construction Observation Phases:**

- It is assumed that the following are not required:
  - Sand/oil interceptor
  - Heating or mechanical ventilation
  - Grease interceptor
  - Rainwater diversion system for showers
  - Hot water - except for the showers
- Demolition drawings indicating removal of existing fixtures and capping of piping where required.
- Plumbing for new restroom buildings. Plumbing plans will tie into the existing sewer and water at 5 feet outside of the building per Civil.
- Project specifications as related to plumbing scope of work.
- Plan check corrections if required.
- Construction Observation services including review and process RFI's, review of submittals and shop drawings including initial review and subsequent correction review.
- One scheduled site observation of the mechanical work in progress with a written report.
- Punch list site observation and report.

## **Electrical Engineering: (Alan Noelle Engineering):**

### **Construction Documents thru Construction Observation Phases:**

- One site visit during the design phase
- Electrical plan, symbols list, panel schedule, and one line diagram
- Specifications on the plans, light fixture schedule, lighting Title 24 documentation
- Miscellaneous details if required by the Engineer or plan check authority, and any changes required by the plan check authority to obtain a building permit.



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- It is assumed that Southern California Edison coordination will not be required. If SCE coordination is required, this will be handled as an additional service.
- All low voltage, fire alarm, and communications systems are considered outside the scope of this work. Raceways, backboards, and line voltage power shall be provided based on requirements provided by the client.
- Construction observation including review of electrical submittals, responses to RFI's, and up to two site visits during the construction phase.

**Cost Estimating: (C.P. O'Halloran & Associates):**

**Construction Documents Phases:**

One estimate for the project at the 50% Submittal of the Construction Documents Phase.

The estimate will consist of:

- Consultation with Project Team
- Initial Draft Estimate Construction Estimate
- Review Construction Estimate with Project Team
- 100% Submittal to the County

**END EXHIBIT D**



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**EXHIBIT E**

**INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**ARCHITECTS & ENGINEERS (Consultants) SERVICES CONTRACTS**

**INDEMNIFICATION**

A. Indemnification pertaining to other than Design Professional Services:

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, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, arising out of or related to the CONSULTANT'S work or activities for the COUNTY and for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by COUNTY on account of any such claim except where such indemnification is prohibited by law. CONSULTANT's indemnification obligation does not apply to the COUNTY's sole negligence or willful misconduct

B. Indemnification and Hold Harmless pertaining to Design Professional Services:

CONSULTANT agrees to indemnify and hold harmless COUNTY, and its directors, officers, and employees, from all liability, damages, costs, losses, and expenses, including the reimbursement of reasonable attorney's fees, but only to the extent caused by Consultant's or its sub-consultants' negligent acts, errors or omissions or willful misconduct under this Agreement (including, but not limited to such liability, cost, damage, loss, claim or expense arising from the death of or injury to, or damage to property of Consultant, County, or their respective employees or agents). Consultant shall not be responsible for liability, damages, costs, losses, claims or expenses caused by the sole negligence or willful misconduct of County or any of its directors, officers, agents, consultants or employees.

**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 subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:





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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.
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.



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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.
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. **Subcontractors** – CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:



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- 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.

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 E**



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**EXHIBIT F**

**NOTICES**

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

- a. **Owner:**

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

Attention: Leann Anderson, Project Coordinator

- b. **Consultant:**

Blackbird Architects Inc.  
235 Palm Ave.  
Santa Barbara, CA 93101

Attention: Ken Radtkey, AIA

**END EXHIBIT F**