

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) Ravatt, Albrecht & Associates, Inc. with an address at PO Box 2267 Santa Maria, CA 93457-2267 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform architectural and design services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth; and

WHEREAS, COUNTY and CONTRACTOR entered into a Purchase Order Agreement for these services beginning on May 23, 2016; and

WHEREAS, the Purchase Order Agreement was amended on June 5, 2017 and August 11, 2017 to extend the term of the agreement and to modify the scope of work to include construction oversight; and

WHEREAS, due to unforeseen changing complexities of COUNTY remodeling projects contained in this agreement and delays in construction due to these changing complexities and natural disasters, the parties wish to nullify and supersede the current Purchase Order Agreement CN 19655 and replace it with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **DESIGNATED REPRESENTATIVE**

Diel McKenzie at phone number 805-681-5146 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Greg Ravatt at phone number 805-786-4391 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Diel McKenzie, Department Business Specialist
Public Health Department
300 N San Antonio Road
Santa Barbara, CA 93110

To CONTRACTOR: Ravatt, Albrecht & Associates, Inc.
PO Box 2267
Santa Maria, CA 93457-2267

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM**

CONTRACTOR shall commence performance upon May 23, 2016 and end performance upon completion, but no later than June 30, 2020 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. **STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. **TAXES**

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

10. **CONFLICT OF INTEREST**

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

11. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. **NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press

releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. **NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. **TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

33. SUSPENSION FOR CONVENIENCE

COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

33. IMMATERIAL CHANGES

CONTRACTOR and COUNTY agree that immaterial changes to the Statement of Work (time frame and mutually agreeable Statement of Work changes which will not result in a change to the total contract amount) may be authorized by the Director of Public Health, or designee, in writing and will not constitute an amendment to the Agreement.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Ravatt, Albrecht & Associates, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective May 23, 2016 through June 30, 2020 hereby canceling, nullifying, and superseding Purchase Contract CN 19655.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

Steve Lavagnino

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Van Do-Reynoso, MPH, PhD

By: _____
Department Head

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

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IN WITNESS WHEREOF, the parties have executed this Agreement to be effective May 23, 2016 through June 30, 2020 hereby canceling, nullifying, and superseding Purchase Contract CN 19655.

CONTRACTOR:

Ravatt, Albrecht & Associates, Inc.

By: _____
Authorized Representative

Name: _____

Title: _____

EXHIBIT A
STATEMENT OF WORK

ASSUMPTIONS. The following assumptions have been made in providing the Architectural and Engineering/Mechanical, Electrical and Plumbing drawings and plans for the projects.

1. A/E Efforts to Include:

- A. Coordinate the complete A/E package of construction drawings per the request for proposal.
- B. Architectural Design and Construction Documentation of interior improvements, including layout, design, details, materials and furnishings needed, limited to the stated remodel areas. Interior Design to include Finishes, Fixtures and Materials.
- C. Mechanical, Electrical and Plumbing Design and Construction Documentation limited to the stated remodel areas.
- D. Initial Site visit, Design Development Site Visit and Final Design Submittal Review meeting included in fees

2. Limited Administration/Construction Support

- A. The contract Administration Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time that are consistent with the intent of the Contract Documents. The Contract Administration Architect shall prepare Change Orders and Construction Change Directives for the COUNTY's approval and execution in accordance with the Contract Documents. The Contract Administration Architect shall decide matters relating to the aesthetic effect, and shall consult with the COUNTY before deciding such matters. Such decisions shall be final if consistent with the intent expressed in the Contract Documents.
- B. In accordance with the Contract Administration Architect-approved submittal schedule, the Contract Administration Architect shall review and approve or take other appropriate action upon the Contractor's Submittals as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Contract Administration Architect's approval of a specific item shall not indicate approval of an assembly for which the item is a component.
- C. The Contract Administration Architect shall review and responds to request for information about the Contract Documents. The Contract Administration Architect shall set forth in the Contract Documents requirements for request for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Contract Administration Architect's response to such requests shall be made in writing within any time limited agreed upon or otherwise with reasonable promptness. If appropriate, the Contract Administration Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.
- D. Contract Administration Architect shall prepare addendums related to changes in the construction documents and shall perform necessary design revisions, plan revisions, answer questions and visit the site to assure satisfactory construction of the project.
- E. Project Schedule is per COUNTY request.

3. **A/E Efforts Do Not Include the Following:**

- A. Hazardous materials, including asbestos survey and abatement
- B. Fire Protection Engineering
- C. Engineered Fire Sprinkler System and Fire Alarm System
- D. Civil Engineering / Land Survey / Landscape Design
- E. Structural Engineering
- F. Determination of available existing electrical power, i.e. on-site recordings.
- G. Design of upgrades to the Existing Facilities for American with Disabilities Act, Fire or Life Safety and /or other code compliance for areas not within the area of work or path of travel to the new work.
- H. Permitting and Fees for the project.
- I. As-built engineering of the existing building systems and structure. Our efforts shall be based on accurate as-built drawings in pdf or CAD format being available.
- J. LEED certification.
- K. Commissioning of the building's HVAC, Lighting and Energy systems.

EXCEPTION TO SECTION 11 OF THE AGREEMENT: USE OF PROJECT DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- 1. **Architect's Reserved Rights.** The Drawings, Specifications and other documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright.
- 2. **Limitations on Use.** The COUNTY shall be permitted to retain copies, including reproducible copies, of the Project Drawings, Specifications and other documents for information and reference in connection with the COUNTY's use and occupancy of the Project. The Project Drawings, Specifications or other documents shall not be used by the COUNTY or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

COUNTY RESPONSIBILITIES

- 1. Ravatt, Albrecht and Associates, Inc. shall be entitled to rely upon the accuracy and completeness of all information provided by COUNTY.
- 2. **Information.** The COUNTY shall provide full information regarding requirements for the Project to include:
 - A. Geotechnical soils report
 - B. Civil survey
 - C. Utility plan
 - D. Landscaping plan

- E. Public improvement plan
- 3. **Tests, Inspections and Reports Furnished by COUNTY.** Where necessary, the COUNTY will take full responsibility for structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports required by this Agreement or by law, unless otherwise provided in this Agreement.
 - A. Cost estimate by Private Consultant
 - B. Soils/Geological Reports
 - C. Seismeni retrofit/analysis of the existing building (s)
 - D. All reproduction/printing for COUNTY Usage, ie Design submittals, permit review, etc.
 - E. All Construction Testing and Insepections
 - F. Communications/Data and low voltage Consultation
 - G. Schematic Design Services
 - H. Master Plan Development
 - I. Out of scope design elements

CONTRACTOR RESPONSIBILITIES

CONTRACTOR shall complete renovation elements to be detailed in drawings and plans for 4 locations to include:

Lompoc Health Care Center, 301 North R Street, Lompoc CA:

1. Treatment Room B 314 Conversion to joint MA/RN workstation
 - A. Architectural
 - i. Removal of (E) cabinets and furnishings
 - ii. Clean, patch and paint all surfaces
 - iii. Confirm ADA access as required
 - iv. New ceiling tiles as needed
 - v. New furnishings/cabinets
 - vi. New flooring
 - B. Plumbing
 - i. Sink removal and cap plumbing
 - C. Electrical
 - i. Add power and data lines as required
 - ii. Electrical, data, lights updated or relocated
 - D. Mechanical
 - i. Balance heat/air systems
2. B 319 (E) Office Converted to Exam Room
 - A. Architectural
 - i. Remove (E) cabinets and furnishings
 - ii. Confirm ADA access as required
 - iii. Clean/Patch/Paint all surfaces
 - iv. New ceiling tiles as needed
 - v. New furnishings/cabinets
 - vi. New flooring
 - B. Plumbing
 - i. Add sink for handwashing

- C. Electrical
 - i. Add power and data lines as required
 - ii. Electrical/data/lights updated or relocated
- D. Mechanical
 - i. Balance heat/air systems
- 3. B311/B309 Renovate (E) 2 offices into one larger provider work area
 - A. Architectural
 - i. Remove (E) wall between rooms
 - ii. Remove (E) cabinets and furnishings
 - iii. Clean/Patch/Paint all surfaces
 - iv. New ceiling tiles as needed
 - v. New furnishings/cabinets
 - vi. Remove (E) carpeting. Add new carpeting
 - vii. Add Glass Storefront System/Sliding Door
 - B. Plumbing
 - i. None
 - C. Electrical
 - i. Add power and data lines as required
 - ii. Electrical/data/lights updated or relocated
 - D. Mechanical
 - i. Balance heat/air systems
- 4. Confirm ADA compliance of all new spaces and Fire Exiting to new work area and path to new work area.
- 5. Sheets
 - A. Sheet 0- Title Sheet
 - B. Sheet 1 Overall Location Plans/ADA and Existing
 - C. Sheet 2 Demolition Plan
 - D. Sheet 3 New Floor Plans
 - E. Sheet 4 Demolition Reflected Ceiling Plans
 - F. Sheet 5 New RCPs
 - G. Sheet 6 Details
 - H. Sheet 7 Details
 - I. Sheet 8 Notes and Symbols
 - J. Sheet 9 Demo Mechanical
 - K. Sheet 10 New Mechanical
 - L. Sheet 11 Demo Electrical
 - M. Sheet 12 New Electrical
 - N. Sheet 13 Demo Plumbing
 - O. Sheet 14 New Plumbing

Franklin Health Care Center, 1156 E. Montecito Street, Santa Barbara, CA

- 1. Convert (E) Interview Room to ADA Exam Room
 - A. Architectural
 - i. Removal of (E) cabinets and furnishings
 - ii. Clean, patch and paint all surfaces
 - iii. Confirm ADA access as required
 - iv. New ceiling tiles as needed
 - v. New furnishings/cabinets
 - vi. New flooring
 - B. Plumbing
 - i. Add handwashing sink

- C. Electrical
 - i. Add power and data lines as required
 - ii. Electrical/data/lights updated or relocated
- D. Mechanical
 - i. Balance heat/air systems
- 2. Convert (E) Room 37 to Office/Workstation/Copier Room
 - A. Architectural
 - i. Removal of (E) cabinets and furnishings
 - ii. Move (E) door to adjacent wall
 - iii. Add new wall
 - iv. Clean, patch and paint all surfaces
 - v. Confirm ADA access as required
 - vi. New ceiling tiles as needed
 - vii. New furnishings/cabinets
 - viii. New call stations
 - ix. New flooring
 - B. Plumbing
 - i. None
 - C. Electrical
 - i. Add power and data lines as required
 - ii. Electrical/data/lights updated or relocated
 - D. Mechanical
 - i. None
- 3. Sheets
 - A. Sheet 0- Title Sheet/Overall Location Plan
 - B. Sheet 1 Overall Location Plans/ADA and Existing
 - C. Sheet 2 Demolition Plans/New Floor Plans
 - D. Sheet 3 Demolition Reflected Ceiling Plans/New RCPs
 - E. Sheet 4 Details/Notes
 - F. Sheet 5 Demo Plumbing/New Plumbing
 - G. Sheet 6 Demo Electrical/New Electrical

Carpinteria Health Care Center 931 Walnut Street, Carpinteria CA (Completed July 2018)

Santa Barbara Health Care Center, 345 Camino del Remedio, Building 4, 2nd Floor

- 1. Lobby Area
 - A. Architectural
 - i. Enclose FOP intake area with wall and ballistic glass
 - ii. Convert OB patient intake area into new waiting area
 - iii. Convert (E) kiosk area into possible office or reception area
 - iv. Create kiosk/patient portal area
 - v. ADA checkout incorporated into new reception area
 - vi. Main entrance adjusted to create positive, welcoming experience
 - vii. Combine Rooms 247 + 248 into larger office
 - viii. New flooring throughout
 - B. Electrical
 - i. Add power and data lines as required
 - ii. Electrical/data/lights updated or relocated
 - C. Mechanical
 - i. Balance heat/air systems

- D. Plumbing
 - i. None
- 2. Sheets
 - A. Sheet 1- Title Sheet/Overall Location Plans
 - B. Sheet 2 Demolition Plan
 - C. Sheet 3 New Floor Plans
 - D. Sheet 4 Demolition Reflected Ceiling Plans
 - E. Sheet 5 New RCPs
 - F. Sheet 6 Details
 - G. Sheet 7 Details
 - H. Sheet 8 Notes and Symbols
 - I. Sheet 9 Demo Mechanical
 - J. Sheet 10 New Mechanical
 - K. Sheet 11 Demo Electrical
 - L. Sheet 12 New Electrical
 - M. Sheet 13 Demo Plumbing
 - N. Sheet 14 New Plumbing

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, up to but not to exceed \$156,826.68 that includes \$99,389.68 under Purchase Contract CN 19655.

- A. Payment for services and/or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.

- B. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.

- C. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

**Attachment B1
Schedule of Fees**

DESIGNATED ARCHITECTURAL SERVICES AND ITEMIZATION OF FEES:

Construction Drawings Additional Services:

Architectural, Mechanical, Electrical, and Plumbing

Fixed Fee \$18,441

- Design revisions related to minor changes requested of the County and Tennant
- Submit for review by the Tennant and County Architect
- One combined plan check corrections review and response

Construction Administration Additional Services:

Architectural

Fixed Fee \$38,906

- Review and answer contractor requests for information
- Review and approve contractor submittals
- Provide an RFI and Submittal log
- Provide Punch List
- Attend site meetings as requested by the County to review work at the following intervals:
 - Rough-in
 - Finishes
 - Punch List
 - Final walk through

EMPLOYEE RATES* and ADDITIONAL COSTS contained with Fixed Fee indicated above

Principal Architect	\$150.00
Professional Architect/Project Manager	150.00
Principal Engineer	150.00
Plumbing Engineer	150.00
Mechanical Project Engineer	150.00
Electrical Engineer	150.00
Professional Mechanical Engineer	150.00
Mechanical Engineer	150.00
Senior Designer	110.00
Staff Engineer	110.00
Designer	95.00
Senior CAD	85.00
Drafting/CAD/Clerical	75.00

**All rates include indirect and overhead costs.*

MILEAGE RATE (REIMBURSABLE) .545 per mile

REPRODUCTION COSTS (REIMBURSABLE)

Copies	\$.20 (8 ½ x 11)
	.25 (8 ½ x 14)
Transparencies	1.00 (8 ½ x 11)
Blueprints	2.50 (24 x 36)
	4.00 (30 x 42)
Mylar Prints	25.00 (24 x 36)
	43.75 (30 x 42)
Cad Plots Bond Paper	5.00 (11 x 17)

	8.00 (24 x 36)
	10.00 (30 x 42)
Color Glossy Paper	15.00 (24 x 36)
	20.00 (30 x 42)
Typesetting, Graphics, Printing	Actual Invoice plus 15%

CONSULTANT FEES (REIMBURSABLE)

The fees charged by all consultants used by our company will be charged at the actual cost plus 15% to cover overhead and administrative expenses.

EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR's proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay County's cost of defense to the fullest extent permitted by law.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

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

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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