



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

2008 JAN -3 PM 5:01
COUNTY OF SANTA BARBARA
CLERK OF THE BOARD OF SUPERVISORS

Department Name: General Services
Department No.: 063
For Agenda Of: January 15, 2008
Placement: Administrative
Estimated Tme: N/A
Continued Item: No
If Yes, date from: N/A
Vote Required: Majority

TO: Board of Supervisors
FROM: General Services Robert Nisbet, Director (805-560-1011) *Robert Nisbet*
Contact Info: Paddy Langlands, Assistant Director (805- 568-3096)
SUBJECT: Betteravia Governement Center, Bldg D Expansion Project # 8667- Award PSA

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions: That the Board of Supervisors:

Approve and authorize Chair to execute the Professional Services Agreement with Ravatt Albrecht & Associates Inc. (a local vendor) to provide pre- design and schematic design services, for the Betteravia Government Center Building D Expansion Project, in the amount of \$60,000 including reimbursable expenses.

Summary Text:

An addition to the Betteravia Government Center Administration Building in Santa Maria is proposed to help alleviate space deficiencies for the occupying departments and public meetings. The proposed expansion will add roughly 9,425 sq. ft. to the existing facility to enhance work efficiency, increase ease of access for the public and improve safety in the workplace. Ravatt Albrecht and Associates Inc. (a local vendor) was the firm selected by General Services to perform the initial architectural services needed for schematic design phase. This architectural firm has served the County of Santa Barbara on other projects and is familiar with County requirements.

Background:

The existing 14,661 sq. ft. Betteravia Government Center Administration Building in Santa Maria houses the Auditor Controller, Clerk Recorder- Assessor, CRA Elections, Treasurer Tax Collector,

Veterans Administration, and the Fourth and Fifth District supervisor offices. Additionally, the building is the location of the Northern Santa Barbara County Board of Supervisors Hearing Room.

There are long standing space deficiencies within the Betteravia Government Center Administration Building. The buildings main lobby has become condensed by other departmental expansions which have critically impacted lobby space, making it inadequate to current occupancy standards. The Board of Supervisors hearing room is often times at or near capacity during Board proceedings.

The proposed expansion project will add roughly 9,425 sq. ft. to the existing facility bringing the total combined area to approximately 23,825 sq. ft. Within the addition there will be a new, more sufficient board hearing room, larger lobby, and additional supervisor office space. The existing board hearing room will be converted into office space to relieve the other building occupant's space needs. Additionally, the space is being considered to serve as a potential "back-up" Emergency Operations Center (EOC) in the event that the primary EOC is non-operative, or if there is an event in the north county that can be better served from a localized EOC.

Performance Measure: The addition to the Betteravia Government Center Administration Building will provide additional space needed for the buildings multiple occupants, provide adequate facilities needed for public hearings, and provide a back-up EOC.

With approval of the recommended action, General Services will begin the schematic design phase for this project.

Fiscal and Facilities Impacts:

Budgeted: No

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
General Fund			\$ 60,000.00
State			
Federal			
Fees			
Other:			
Total	\$ -	\$ -	\$ 60,000.00

Narrative:

The funding for this initial part of the project is available in Dept. 063, Fund 0030, Program 1930, Account 8700, Project 8676.

Special Instructions:

Contract Summary Form:

Contract Number: BC 08 082

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than \$100,000, submit a purchasing requisition to the Purchasing Division of General Services. See "Online Purchasing Manual" under "General Services", "Purchasing", "Policies and Procedures." *"See also "Contracts for Services" policy. Form not applicable to revenue contracts.*

D1. Fiscal Year: FY 2007-08
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's): 063
 D3. Requisition Number:
 D4. Department Name.....: General Services, Capital Projects
 D5. Contact Person.....: John Green
 D6. Phone: 934-6229

K1. Contract Type (check one): Personal Service Capital Project/Construction
 K2. Brief Summary of Contract Description/Purpose.....: Betteravia Government Center- Building D Expansion Project
 K3. Original Contract Amount.....: \$60,000.00
 K4. Contract Begin Date.....: January 15, 2008
 K5. Original Contract End Date.....: when scope of work is complete as defined in contract
 K6. Amendment History (leave blank if no prior amendments):

Seq#	EffectiveDate	ThisAmndtAmt	CumAmndtToDate	NewTotalAmt	NewEndDate	Purpose (2-4 words)
		\$	\$	\$		

K7. Department Project Number: 8676

B1. Is this a Board Contract? (Yes/No).....: Yes
 B2. Number of Workers Displaced (if any): none
 B3. Number of Competitive Bids (if any):
 B4. Lowest Bid Amount (if bid).....: \$N/A
 B5. If Board waived bids, show Agenda Date.....: N/A
 B6. ... and Agenda Item Number.....: #
 B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : differs due to phase PSA was initiated for

F1. Encumbrance Transaction Code.....: 1701
 F2. Current Year Encumbrance Amount.....: \$N/A
 F3. Fund Number: 0030
 F4. Department Number.....: 063
 F5. Division Number (if applicable).....: Program / 1930- Project / 8667
 F6. Account Number.....: 8700
 F7. Cost Center number (if applicable): 1930
 F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing): N/A
 V2. Payee/Contractor Name: Ravatt, Albrecht & Associates
 V3. Mailing Address.....: 3203 Lightning St.
 V4. City State (two-letter) Zip (include +4 if known).....: Santa Maria, CA 93455
 V5. Telephone Number.....: 805-928-5002
 V6. Contractor's Federal Tax ID Number (EIN or SSN): 77 0514583
 V7. Contact Person: Paul Reinhardt
 V8. Workers Comp Insurance Expiration Date.....: 8/14/08
 V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) ...: 7/7/08
 V10. Professional License Number: # C 20808
 V11. Verified by (name of County staff): John Green
 V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature  1/02/08

ARTICLE 2. RESPONSIBILITIES OF THE COUNTY:

The COUNTY shall cooperate with the ARCHITECT on all phases of the work covered by this Agreement and will make available to him/her, upon request, all existing plans, specifications, maps, photographs, reports and other data in possession of the COUNTY covering the Project/site as selected. The COUNTY'S responsibilities shall also include the following items:

- A. The COUNTY will provide information regarding requirements for the Project and construction budget. COUNTY will provide a Project program during the Pre-design Phase. The program will set forth the COUNTY'S design objectives, constraints, and criteria, including site requirements, space requirements and relationships, flexibility and expandability, and special equipment and systems.

- B. The COUNTY will review with the ARCHITECT, the COUNTY'S lines of authority, decision processes, and other procedures regarding the Project. To provide a single reliable source of decisions on the Project, the COUNTY'S designated representative who is authorized to act in the COUNTY'S behalf with respect to this Project is John Green. The ARCHITECT will accept directives from the above-referenced COUNTY designated representative only and not from other COUNTY employees.

- C. The COUNTY will furnish an accurate land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and floor elevations pertaining to the buildings, other improvements and trees; and information describing existing service and utility lines both public and private, including elevations of surface fixtures and subsurface lines.

- D. The COUNTY will furnish soils data when such data is requested by the ARCHITECT, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions and recommendations, interpretations, and opinions regarding such soil data from the responsible soils engineer. The geotechnical report shall also include foundation design recommendations, site preparation and design recommendations, investigation of geologic hazards, and if requested by the ARCHITECT, a ground motion study.

- B. Reimbursements: In addition to the basic fee in Paragraph 3.A., the ARCHITECT shall be reimbursed only for indirect and reimbursable expenses specifically identified and listed with a cost in Attachment B and shall not be in excess of the amounts set forth in Attachment B.
- C. Records: The ARCHITECT shall keep records concerning payment items on a generally recognized accounting basis and make such records available to the COUNTY for audit or inspection upon request. Reasonable records of financial activity shall be maintained for a period of four (4) years following completion of the work assigned. Such records shall be available for COUNTY inspection or audit by COUNTY employees or independent agents during reasonable business hours.
- D. Payments: COUNTY shall process once each month and pay ARCHITECT'S invoices within thirty (30) days. Invoices must be referenced by Board Contract Number or Purchase Order Number, whichever is applicable.

ARTICLE 4. PAYMENT FOR EXTRA WORK, CHANGES, OR EXPENSES:

- A. Compensation for extra work, changes, or expenses shall be in addition to the amount set forth in Article 3 above. Actual cost shall be based upon hourly rates and other information as set forth in Attachment B.
- B. No extra work shall be done, and will not be paid for by COUNTY, unless approved in advance in writing by COUNTY'S Representative.
- C. Compensation for extra work is conditioned on the execution by the parties of a written amendment to this Contract, and, if necessary, the approval of the Board of Supervisors.

ARTICLE 5. CONSTRUCTION COST:

- A. Definitions:
 - 1. **Construction Budget**: Means the COUNTY'S statement of funds available for the cost of construction work. The construction budget does not include the compensation of the ARCHITECT and the ARCHITECT'S consultants, the

the event that the individual cost estimate exceeds the Construction Budget by more than 10%, the ARCHITECT, at its sole expense, shall redesign the Project to conform to the Construction Budget.

1. If the estimated Project construction cost for the construction documents phase exceeds the construction budget, the COUNTY may at its discretion:
 - a. Give written approval of an increase in the Construction Budget;
 - b. Authorize the solicitation of bids, reserving its rights under item c below; or,
 - c. Require the ARCHITECT, at the ARCHITECT'S expense, to revise the scope of the Project or its quality, or both, in such ways as the COUNTY may approve, in order to reduce the estimated Project construction cost to the amount of the Construction Budget.

2. If the lowest responsible base bid exceeds the approved estimate by more than ten percent (10%), the COUNTY may, at its discretion:
 - a. Require the ARCHITECT, at ARCHITECT'S expense, to modify the Project design and the construction documents, subject to approval by COUNTY, in order to reduce the Project construction cost to within the Construction Budget; and/or all modifications required pursuant to this paragraph shall be completed within a reasonable time, but in no case longer than two (2) months, as required by COUNTY. This provision requires ARCHITECT to consider construction cost escalation in its compliance.
 - b. Authorize re-bidding of the Project within six months of the original bid opening, during which construction cost escalation will be assumed to be negligible.

A. Specific Agency Review. Review and approval of drawings by the following agencies is required at both the design development and working drawing levels, unless otherwise noted:

1. COUNTY Planning and Development Department, Building and Safety Division.
2. COUNTY Architectural Review Boards
3. COUNTY Fire Department.

As an included service, the ARCHITECT will be responsible for attending any meetings of the agencies listed above, or any other County or City agency having authority over the Project; to review the project, when requested by the COUNTY; and for making any changes required by the agencies in order to obtain approval of the construction contract documents and/or drawings.

B. Independent Review. An independent structural and code compliance review of the County plans may be submitted to the ICBO. All communications with the ICBO are subject to limitations as described above for public agency approvals.

ARTICLE 8.

TERMINATION, SUSPENSION, OR ABANDONMENT OF AGREEMENT:

A. COUNTY shall have the right to terminate this Agreement, with or without cause, upon giving a thirty (30) day written notice of such termination to the other party. In the event of the termination of this Project in its entirety, notwithstanding any other fee provision of this Agreement, the COUNTY, based upon work accomplished by the ARCHITECT prior to notice of such termination, will determine the amount of fee to be paid to the ARCHITECT for his service based upon provisions in Attachment B, together with reimbursement then due, less all payments previously made by the COUNTY to the ARCHITECT under this Agreement, and less any damages suffered or reasonably expected to be suffered by the COUNTY due to the ARCHITECT'S breach or failure to perform. Such findings of the COUNTY shall be final and conclusive as to the amount of such fee.

B. In no event shall COUNTY be liable in any manner for consequential damages or extended overhead or any similar expenses or for any unrealized profit which might have been made by ARCHITECT had

ARTICLE 11. OWNERSHIP OF DATA, DRAWINGS, AND OTHER DOCUMENTS:

- A. Ownership: The ownership of all data collected for use by the ARCHITECT under this Agreement, together with working papers, drawings, and other material necessary for a complete understanding of the plans/Project and necessary for their practical use/implementation shall be vested in the COUNTY. Ownership of original data, drawings, documents, reports, etc., shall be vested in the COUNTY. Vesting of ownership, as described in this paragraph, shall occur upon payment of fees and reimbursable expenses due the ARCHITECT, whether such documents and materials are complete or incomplete.
- B. Copies: The ARCHITECT may retain a copy of all instruments of service for his own use. The ARCHITECT shall provide to the COUNTY three (3) copies (unless otherwise noted in this Agreement) of all documents required to be submitted for each phase as outlined in Attachment A, and at ninety-five percent (95%) completion, to the COUNTY as part of this Agreement. At completion of the Project, or upon written request by the COUNTY, all ARCHITECT data, drawings, documents, reports, etc., relative to the Project shall be delivered to the COUNTY as part of this Agreement.
- C. Use of Documents: COUNTY shall thereupon assume the right and privilege to utilize for any purpose whatsoever any completed or incomplete data, drawings, specifications, estimates, reports, etc., or other contract documents which were prepared by the ARCHITECT under this Agreement regardless of continuation, suspension or termination of the Project or the services of the ARCHITECT. In the event the COUNTY elects to reuse documents on another project without employing the services of the ARCHITECT who prepared these documents, the COUNTY shall defend, indemnify, and save harmless the ARCHITECT, its officers, agents, owners, and employees.

ARTICLE 12. RECORDS, AUDIT, AND REVIEW:

ARCHITECT shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of ARCHITECT'S profession and shall maintain such records for at least four (4) years following the termination of the Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall

previously submitted. The ARCHITECT shall have the right to change consultants with COUNTY approval. Nothing in the foregoing shall create any contractual relation between the COUNTY and any consultants employed by the ARCHITECT under terms of this Agreement. The ARCHITECT is responsible for the performance of consultants as if it rendered such performance itself.

ARTICLE 15. INDEMNIFICATION:

Indemnification pertaining to other than Design Professional Services:

ARCHITECT shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the ARCHITECT or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

ARCHITECT shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Design Professional Services:

ARCHITECT shall defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct on the part of the ARCHITECT or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. **Professional Liability Insurance.** Professional liability insurance shall include coverage for the activities of ARCHITECT'S professional staff with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage.

The ARCHITECT shall submit to the office of the designated COUNTY representative certificate(s) of documenting the required insurance as specified above prior to this Agreement becoming effective. Current certificate(s) of insurance shall be maintained at all times in the office of the designated COUNTY representative as a condition precedent to any payment by COUNTY under this Agreement. The approval of insurance shall neither relieve nor decrease the liability of the ARCHITECT.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on revised standards of indemnification or insurance by the COUNTY, changed risk of loss, in light of past claims against the COUNTY or inflation. Any such change of provisions for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. ARCHITECT agrees to execute any such amendment within thirty (30) days of receipt.

ARTICLE 17. INDEPENDENT CONTRACTOR:

ARCHITECT shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. ARCHITECT 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.

ARTICLE 22. COMMUNICATION:

Communications between the parties to this Agreement may be sent to the following addresses:

COUNTY:

ARCHITECT:

ATTN: John Green, Project Manager

County of Santa Barbara
General Services Department
Facilities Services Division
1105 Santa Barbara Street, East Wing, 2nd Floor
Santa Barbara, CA 93101

ATTN: Paul Reinhardt, AIA

Ravatt Albrecht & Associates Inc.
3203 Lightning Street
Santa Maria Airport
P.O. Box 528
Santa Maria, CA 93456-0528

ATTACHMENT A

SCOPE OF SERVICES

1. SCOPE OF SERVICES

Architect selected to perform services for the COUNTY will be expected to adhere to the following required guidelines and procedures:

2. DEFINITIONS

2.1 ARCHITECT: The ARCHITECT is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture who has entered into an AGREEMENT with the COUNTY to serve as ARCHITECT and is referred to throughout the contract documents as if singular in number and neutral in gender. The term ARCHITECT means the ARCHITECT or its authorized representative.

2.2 Designated Representative: The designated representative is the person or entity who has been identified in writing by the COUNTY to serve as its official representative and is referred to throughout the contract documents as if singular in number and neutral in gender.

2.3 Construction Contractor: The construction contractor is the duly licensed person or entity engaged by the COUNTY to construct the Project and is referred to throughout the contract document as if singular in number and neutral in gender. The term contractor means the contractor or its authorized representative. It is the duty of the contractor to construct the Project to comply with all procedures established and implemented by the designated representative and approved by the COUNTY as stated in the construction contract.

2.4 Directed, requested, etc.: Where not otherwise explained, terms such as “directed,” “requested,” “authorized,” “selected,” “approved,” “required,” “accepted,” and “permitted” mean “directed by the ARCHITECT or designated representative,” “requested by the ARCHITECT or designated representative,” etc. However, no such implied meaning will be interpreted to extend to the ARCHITECT or designated representative’s responsibility in the contractor’s area of construction supervision.

2.4.1 ARCHITECT shall not approve any submittal unless it complies with the design documents and all applicable standards. Approval shall signify that a submittal so complies.

- 3.4** **Post-approval Responsibility:** The COUNTY'S approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the ARCHITECT of responsibility for the technical adequacy of its work. Neither the COUNTY's approval, acceptance, or payment for any of the services shall be construed as a waiver of any rights under this AGREEMENT or of any cause for action arising out of the performance of this AGREEMENT.
- 3.5** **Schedules.** To ensure a smooth progression in the administration of the Project, and to meet certain inevitable deadlines, schedules for the conduct of the work are required. If the ARCHITECT realizes that a deadline cannot be met, prompt notice in writing to the designated representative regarding the impending delay is expected. If, in COUNTY'S estimation, circumstances warrant, an extension of time may be granted. The ARCHITECT will also be entitled to an extension of time for delays attributable to the COUNTY, when such delays will cause a departure from the originally approved schedule. A preliminary schedule of Project activities is detailed in Attachment C to this AGREEMENT.
- 3.6** **Minutes and Reports:**
- 3.6.1** **Minutes.** The ARCHITECT is required to prepare typewritten minutes of all meetings with representatives of the COUNTY within two (2) days of the meeting. The designated representative will review, revise if necessary, approve, and return the minutes to the ARCHITECT. ARCHITECT shall, within two (2) days of receiving approved minutes from the designated representative furnish one (1) copy thereof to each person in attendance, revised per COUNTY'S direction.
- 3.6.2** **Reports.** A monthly progress report, which is to be submitted by the ARCHITECT to the designated representative, is to include the following information:
- * The current phase of the Project (design development, construction document, etc.).
 - * The time allotted in the AGREEMENT for that phase.
 - * The milestones within that time frame and their scheduled completion dates.
 - * The percentage of work completed on the current milestone task(s) as of the report date.
 - * The updated construction cost estimate as of the report date.

- 5.1.1 The ARCHITECT shall evaluate the final Program to ascertain the requirements of the Project and shall review his or her understanding of such requirements with the designated representative. The ARCHITECT shall prepare a preliminary evaluation in writing of the Program and the construction budget, each in terms of the other. The ARCHITECT shall review alternative approaches to design and construction of the Project with the designated representative.
- 5.1.2 Upon written authorization by the COUNTY to proceed, the ARCHITECT shall prepare, for approval by the COUNTY, schematic design studies incorporating the Program requirements and including:
- * Site plans, floor plans, elevations, sections, perspectives, and other drawings, or graphic material as necessary to describe the Project;
 - * Outline specifications indicating architectural, structural, mechanical, and electrical systems and materials proposed; and,
 - * A tabulation of both gross and assignable floor areas as compared to the initial Program area requirements. Schematic studies shall be revised until an acceptable design concept has been approved by the COUNTY.
- 5.1.3 The ARCHITECT shall prepare and submit for COUNTY approval a written estimated Project construction cost.
- 5.2 **Design Responsibility.** The following are minimal requirements for all building projects. Drawings and other material produced or collected by ARCHITECT at this phase may be used in the presentation to the COUNTY and may be photographed for presentation to the Board of Supervisors for their approval as required.
- 5.2.1 **Project Requirements.**
- * Site Utilization Plan (Scale: 1" = 40'0").
 - * Depict overall dimensions of proposed building(s).
 - * Locate, outline, and identify existing structures on site within a radius of at least three hundred (300) feet measured from the exterior walls of the proposed building. Indicate easements, rights of way, and future roads.
 - * Indicate all outdoor features (i.e., parking areas, streets, fire hydrants, paved areas, walks, stairs, retaining walls, handicapped access, etc.) with building floor elevations and elevations of major outdoor features noted.

COUNTY. A minimum of six (6) prints/copies of all schematic drawings, specifications, area calculations, and cost estimates will be required for approval.

5.2.5 Projects Other than Building Projects. Certain projects which involve site development, interior design, or infrastructure items of work will require drawings which do not compare with those produced for building type projects. When the projects falls into such categories, the extent and type of schematic presentation material must be discussed with the COUNTY before design work begins.

6. DESIGN DEVELOPMENT PHASE

6.1 General: Based on the approved schematic design documents, any directives by the COUNTY with respect thereto, and any adjustments authorized by the COUNTY in the program or construction budget, and upon written authorization to proceed with the design development phase, the ARCHITECT shall prepare, for approval by the COUNTY, design development documents consisting of drawings, outline specifications, and narratives as necessary to fix and describe the size and character of the entire Project as to architectural, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate.

The ARCHITECT shall prepare and submit for COUNTY approval the design criteria for the structural, mechanical, and electrical systems including structural loading, lighting levels, and other applicable data. The ARCHITECT shall prepare and submit to the COUNTY an analysis report of the codes applicable to the design of the Project. The report shall provide a complete listing of all applicable codes, ordinances, and regulations; and a description of the fire and life safety design criteria for the Project. The ARCHITECT shall prepare and submit an energy analysis of the Project. The Project shall conform to the policies in the County of Santa Barbara's Energy Element as adopted by the Board of Supervisors incorporated by reference. The ARCHITECT shall prepare and submit for COUNTY approval a current estimated Project construction cost.

6.2 Design Responsibilities. The following requirements are minimal for all building projects. The COUNTY will require several sets of design development drawings, usually eight (8) to twelve (12) prints.

6.2.1 Project Requirements.

6.2.1.1 Site Plan (Scale: 1" = 40'0").

* Overall dimensions of proposed building(s).

Toilet rooms, kitchen/lunchroom space, and any spaces identified by the Program that have unusual technical requirements.

- * Include an interior finish schedule which indicates, in general terms, all floor, wall, and ceiling finishes.

6.2.1.5 **Area Tabulation.** Revise schematic area tabulation.

6.2.1.6 **Outline Specifications.** The outline specifications produced under the schematic design phase should be corrected and expanded as required to reflect the completion of preliminary drawings.

6.2.1.7 **Cost Estimate.** Additional information on construction cost is detailed in Article 5 of this AGREEMENT. The cost estimate must be developed from the completed design development plans and outline specifications and be calculated on current ENR based on the date of estimate, and escalated by a factor appropriate for the projected construction period and market conditions. The estimate will be made in sufficient detail so that all of the materials of construction are considered. In general, the cost estimate should be an abbreviated form of a contractor's estimate, giving quantities of materials and unit costs. In addition, the estimate must include unit costs per gross square feet for major divisions of the work as follows:

- * Site development (grading, walks, paving, etc.)
- * Building general construction
- * Heating, ventilation, and air conditioning
- * Plumbing
- * Electrical

6.2.1.8 **Mechanical and Electrical Requirements.**

6.2.1.8.1 **Site Plan** (Scale: Same as architectural site plan). Indicate exterior utility lines from point of connection to existing utilities to the building. The design shall include utility connections to existing systems and all new or reused systems.

6.2.1.8.2 **Floor Plans** (Scale: Not less than 1/8" = 1'0") will include the following:

- * Plumbing. Indicate main wastes and vents, as well as all service mains, including water, air, gas, vacuum, etc. Indicate all pieces of equipment,

drawings and specifications setting forth in detail the requirements for the construction of the entire Project. The construction documents shall be consistent with the approved construction budget and any other standard documents furnished by the COUNTY. The construction documents shall be consistent with the general provisions of the construction contract. A copy of the general provisions can be obtained through the designated representative. Upon fifty percent (50%) and ninety percent (90%) completion of construction documents, the ARCHITECT shall submit for COUNTY review and comment copies of the construction documents and structural calculations. Upon completion of schematic design, design development, and at ninety percent (90%) completion of construction documents, the ARCHITECT shall prepare and submit for COUNTY approval a current estimated Project construction cost.

The ARCHITECT shall review the COUNTY's standard bid documents and complete them as necessary to make them specific to the Project. All final construction document submittals to the COUNTY shall be wet signed by the ARCHITECT and any applicable consultants. The final one hundred percent (100%) documents shall either incorporate changes requested by the COUNTY as a result of COUNTY review of the ninety percent (90%) construction documents or be accompanied by a written statement as to why such changes were not incorporated. The COUNTY may reject the ARCHITECT'S explanation and require the ARCHITECT to make changes to the construction documents as previously requested by the COUNTY.

Upon completion of review by the COUNTY of a final one hundred percent (100%) set of construction documents, the ARCHITECT shall provide to the COUNTY one (1) set of reproducible, four (4) sets of prints, and one (1) complete set of the specifications in reproducible form.

7.2 Construction Document Responsibilities.

7.2.1 Drawing Review. The COUNTY will require construction documents at fifty percent (50%), and ninety percent (90%) levels of completion. Completed tracings must be of excellent quality for the production of clear prints and for later use as record drawings. All construction drawings shall be produced and submitted to the COUNTY on disks, DVD's or other comparable computer data media as specified by COUNTY in Autocad 2000i or most current version using the AIA short form convention. The submissions must contain the following:

- * Civil engineering drawings.
- * Architectural drawings.
- * Plumbing drawings.

7.3. **Requirements for Specifications.**

7.3.1 **Format.** The format should be that recommended by the Construction Specifications Institute (CSI) narrow scope type.

7.3.2 **Material/Product Callout.** Any specification calling for a designated material or product must indicate the names of two (2) manufacturers and must be followed by the phrase "or equal" with the following exceptions: The product is designated to match existing one in use on a particular facility; or if only one brand or trade name is specified because it is the only one known, the ARCHITECT should submit a letter so stating to the designated representative with the final draft of the specifications. If approved, the phrase "no known equal" should follow this designated supplier. The COUNTY will provide the ARCHITECT a list of approved standard fixtures, lights, carpets, key systems, toilets, and other miscellaneous construction items for the project that the County uses as standard construction items.

8. **BIDDING PHASE**

8.1 **General:** The ARCHITECT, following the COUNTY's approval of the construction documents, the ARCHITECT'S compliance with any directives with respect thereto, and written authorization by the COUNTY to proceed, shall, during the bidding phase, be responsible for clarification of documents and for preparation of addenda as required for issuance by the COUNTY. The ARCHITECT shall assist the COUNTY in the review and evaluation of bids.

8.2 **Bidding Phase Responsibilities.** After agency approvals are received by the COUNTY and specifications have been reviewed by the COUNTY's legal counsel, the Project will be ready to bid. The COUNTY will advertise and distribute documents and receive and open bids.

8.2.1 **Information to Bidders.**

8.2.1.1 **Revisions.** Between the time the bidding documents are sent to potential bidders and the date that bids for the Project are to be opened, there may arise a need to change the bidding documents. In this case, an addendum(s) should be sent, via certified mail, to each bidder that received the initial bidding documents. Addendum(a) will be issued at least five (5) days prior to bid opening. The ARCHITECT will prepare all copies of addenda for distribution by the COUNTY. The addendum(a) should include a signature slip that the contractor must sign and submit with its bid, stating that it has received the addendum(a) and understands the change(s). Any bid received without this slip will be rejected.

- 9.1.3 The contractor shall prepare a schedule of required submittals not later than fourteen (14) days after the receipt of the notice to proceed. The designated representative and the ARCHITECT shall review the contractor's submittal schedule for completeness, fulfillment of specification requirements, and compatibility with the anticipated construction schedule.
- 9.1.4 The COUNTY's duties shall include, but not be limited to, administration of all communications, records, and meetings; on-site quality control through testing and inspection; monitoring the schedule; negotiation of price changes; and coordination of close-out.
- 9.1.5 The ARCHITECT'S responsibilities shall include, but not be limited to, interpretation of the contract documents; periodic site observations; review of submittals; provision of documents for proposed changes; and general consultation to the COUNTY on design matters. The ARCHITECT shall be fully responsible for all matters related to the ARCHITECT'S design and all of the ARCHITECT'S recommendations to the COUNTY which are carried out by the COUNTY.
- 9.1.6 The ARCHITECT shall at all times have access to the work wherever it is in preparation and progress. When directed by the designated representative, the contractor shall provide facilities for such access at the contractor's cost so the ARCHITECT may perform his functions under the contract documents.
- 9.1.7 All written communications to the contractor will be issued by the COUNTY with copies sent concurrently to the ARCHITECT. Unless the ARCHITECT provides timely notification to the COUNTY in writing that the ARCHITECT disagrees with the content of a COUNTY communication with respect to design matters, the ARCHITECT shall be deemed to agree with the content of the COUNTY communication.

9.2 **Interpretation of the Contract Documents**

- 9.2.1 The ARCHITECT will be the interpreter of the requirements of the drawings and specifications. Written interpretations necessary for the proper execution or progress of the work, in the form of drawings or otherwise, will be issued with reasonable promptness by the ARCHITECT through the designated representative and in accordance with any schedule agreed upon. The contractor or COUNTY shall make a written dated request through the designated representative to the ARCHITECT for such interpretations. Such interpretations shall be consistent with and reasonable inferable from the contract documents. The contractor or COUNTY shall execute and complete the work in accordance with such interpretations. The ARCHITECT shall not be liable to the contractor for the result of any interpretation or decisions rendered in good faith in such capacity.

unknown conditions in an existing structure be at variance with the conditions indicated by the contract documents, or should unknown physical conditions in an existing structure of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract be encountered, the contractor shall report the conditions to the designated representative before the conditions are disturbed. The designated representative shall thereupon notify the ARCHITECT. Upon such notices, or upon its own observation of such conditions, the ARCHITECT shall promptly make such changes in the contract documents as it finds necessary to conform to the different conditions. Any change in the cost of the work or the time needed for completion resulting from concealed conditions shall be determined in accordance with COUNTY change order procedures provided a notice thereof is made within ten (10) days after the first observance of the conditions. The ARCHITECT shall be compensated, as identified in Attachment B, for any additional services it may have rendered due to the unknown conditions.

9.3.5 **Guarantee Period.** As a basic service, after the completion of the work, the ARCHITECT shall review the work at six (6) months and at one (1) year, unless otherwise agreed, and make written recommendations to the COUNTY for correction of any deficiencies.

9.4 **Construction Responsibilities:**

9.4.1 **Correspondence.** The ARCHITECT and contractor shall communicate with each other only through the designated representative.

9.4.2 **Requests for Substitutions of Labor and/or Materials by the Contractor.**

Pursuant to Section 3400 of the Public Contract Code, any reference in the specifications and plans to any brand name, article, device, product, materials fixture, form, or type of construction by brand name, make, or catalog number shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition; and the contractor, may request to use any article, device, product, materials fixture, form, or type of construction which, in the judgment of the ARCHITECT, expressed in writing, is equal to that specified. The contractor must, within thirty-five (35) days after award of the contract, submit data substantiating a request for substitution or "an equal".

If the contractor proposed to use a material which while suitable for the intended use, deviates in any way from the detailed requirements of the contract documents it shall inform the ARCHITECT through the designated representative in writing of the nature of such deviations at the time that the materials are submitted for approval and shall request a written approval of the deviation from the contract documents.

COUNTY Approval. The designated representative must also approve the progress payment submitted by the contractor. Once approved, the designated representative will process the application for payment and distribute copies to the ARCHITECT and contractor. The designated representative may also decline approval of an application for payment if, in his opinion, the application is not adequately supported.

9.4.4 **Submittal of Shop Drawings by Contractor.** The contractor will submit all shop drawings pertaining to the contract to the ARCHITECT and the designated representative with a dated transmittal form. Subcontractors and suppliers must submit their respective shop drawings through the contractor. The ARCHITECT'S approval shall mean that all aspects of the submittal are in compliance with the construction documents.

9.4.5 **Drawing Submittal and Distribution by Contractor.**

Initial Submittal. A submittal shall consist of a minimum of four (4) prints and one (1) sepia of each drawing. The COUNTY will submit these to the ARCHITECT who will coordinate their review for and/or correction with the COUNTY. After such coordination, the ARCHITECT will note corrections on the sepia and one copy and return them to the contractor, along with one copy to the COUNTY with corrections and/or approvals noted.

Re-submittal. A minimum of four (4) prints and one (1) sepia of corrected submittal shall be submitted to the COUNTY. The ARCHITECT will then follow the same procedure outlined in the preceding paragraph. This re-submittal process should be continued until all corrections have been approved.

Final Distribution: The contractor will send three (3) prints to the COUNTY. Approval by the ARCHITECT will be qualified as stated in this attachment and the general and special provisions of the construction contract. The contractor will obtain and provide such number of prints of the approved submittal as determined for field distribution.

Catalog and Technical Data. All pertinent data should be submitted with shop drawings by the contractor who will then send three (3) copies to the COUNTY.

Materials and Equipment List. A list of materials and equipment must be submitted by the contractor.

Initial submittal. Three (3) bound copies to the COUNTY.

Re-submittals. As required by the ARCHITECT, the ARCHITECT will furnish the COUNTY with one copy of the re-submittal notice. All

9.4.7.4 **Construction Change Authorization.** If the COUNTY approves the proposed adjustment to the contract sum/contract time, it will issue a directive, sometimes known as a Construction Change Authorization, instructing the contractor to proceed with the change in the scope of work. If the parties cannot agree on a sum/time change, they shall proceed as outlined in the general provisions of the construction contract. A written contract change order will be issued pursuant to the following Section, 9.4.7.5.

9.4.7.5 **Contract Change Order.** At the direction of the COUNTY, the ARCHITECT will compile the approved proposal requests with a summary of changes in contract scope, sum, and time with attached documentation. COUNTY will submit a formal request to the Director of General Services, and the Board of Supervisors if applicable, for approval of written amendments to the Construction Contract, incorporating the changes in scope, sum, and time. The contract amendment becomes effective upon approval by the Director of General Services or the Board of Supervisors, whichever is applicable.

9.4.8 **Construction Meetings.**

9.4.8.1 **Partnership Workshop.** If requested, ARCHITECT will participate in a Partnering Workshop for the purpose of establishing working relationships among stakeholders in the project through a mutually developed, formal strategy of commitment and communication.

9.4.8.2 **Preconstruction Meeting.** After the partnering session, all parties (i.e., ARCHITECT, contractor, the COUNTY, etc.) will meet to discuss the Project scheduling, to clarify procedures, etc.

9.4.8.3 **Construction Progress Meetings.** These will be held at the job site and will be attended by the contractor's top field supervisory personnel, representative(s) of the ARCHITECT, and representative(s) of the COUNTY. Typewritten minutes of these meetings must be prepared by the ARCHITECT in accordance with Section 3.6.1 of this Attachment A.

9.4.8.4 **End of Warranty Meeting.** The COUNTY shall schedule an end of warranty review meeting with the designated representative, ARCHITECT, and contractor prior to the end of one year warranty to determine any work requiring correction.

10. CONSTRUCTION CONTRACT COMPLIANCE PHASE

will determine the amount, quality, acceptability and fitness of all parts of the work. The ARCHITECT will recommend suspension of the work whenever suspension may be necessary to ensure the proper execution of the work. The ARCHITECT shall perform all services required of it in the construction contract. The ARCHITECT shall, at the request of the COUNTY, provide guidance to the general contractor as to design requirements expressed or implied in or depicted in the contract documents, the approved shop drawings and samples, and the clarification drawings. Such guidance shall also be provided in relation to or by way of recommendations for or recommended actions in response to: site visits, inspection reports, laboratory reports and test data, contractor proposals, schedules, or other relevant documents. When requested, such guidance shall be in writing.

The ARCHITECT shall review the amounts owing to the contractor based on observations at the site and on evaluations of the contractor's applications for payment; and make written recommendations to the COUNTY regarding payment of the amounts. The ARCHITECT'S recommendation to the COUNTY to pay the amounts on the contractor's applications for payment shall constitute a representation by the ARCHITECT to the COUNTY, based on the ARCHITECT'S periodic on-site observations, that the work has progressed to the point indicated; the work is in accordance with the contract documents; and that the contractor is entitled to payment in the amount approved. Before recommending payment, the ARCHITECT shall review the record drawings being maintained by the contractor and inform the COUNTY in writing of the level of completeness and general accuracy of the record drawings.

The ARCHITECT shall attend one (1) construction progress meeting once a week for the first 2 months, then every (2) weeks thereafter, or as deemed necessary by the COUNTY. If construction progress meetings continue beyond the specified time of the construction contract, through no fault of the ARCHITECT, the ARCHITECT shall be compensated for additional meetings in accordance with Attachment B. Construction meeting notes shall be recorded and distributed by the ARCHITECT in accordance with Section 3.6.1. The COUNTY shall be deemed to have agreed with the contents of construction meeting notes unless the COUNTY gives timely notice in writing to the ARCHITECT to the contrary.

The ARCHITECT shall conduct punch list inspections in conjunction with the COUNTY; and shall recommend based on the progress of the work, the date of final completion. The ARCHITECT shall also review, for general content and completion, the warranties, guarantees, record documents, and other documents required by the contract documents and assembled by the contractor.

10.1.2.1 The ARCHITECT will communicate with the contractor through the designated representative.

10.1.7 **Record Documents**

- 10.1.7.1 The ARCHITECT shall review the contractor's record drawings, guarantees, and operating manuals for compliance with the contract documents and shall either approve the documentation or specify in writing corrective measures to be taken by the contractor.
- 10.1.7.2 Based on Consultant's site visit reviews of Contractor's As-built documents during construction, Consultant will recommend Owner's acceptance of Contractor's As-built documents prior to Consultant's preparation of the final Record Documents.
- 10.1.7.3 Upon Owner's receipt and acceptance of Contractor's As-built documents, Consultant must prepare a reproducible set of Record Documents for the Project including the Drawings and Project Manual. These will include all revisions and/or changes that have been made during the course of the construction, as recorded on the job set maintained by the Contractor. The ARCHITECT must review all such revisions and/or changes during the work and must approve the set of prints maintained by the contractor prior to the ARCHITECT'S final submittal of the record drawings. All computer-generated information shall be copied onto disks or other comparable computer data media as may be specified by COUNTY and given to COUNTY. The record drawings shall:
- a. Be submitted as originals of the revised tracings labeled "record drawings" and specifications and are required by the COUNTY prior to final fee payment.
 - b. Be submitted in Autocad 2000 or higher on disk, DVD or other comparable computer data media as specified by COUNTY.
- 10.1.7.4 Consultant prepared Record Project Manual must incorporate all changes to the Project Manual issued during construction and indicate each product incorporated into the Work.
- 10.1.7.5 Record Project Manual shall also be submitted in electronic format.

10.1.8 **Warranty Phase**

- 10.1.8.1 Acceptance by the Owner of the Consultant-prepared Record Documents constitutes completion of the Consultant's Basic Services for compensation purposes; however, the Consultant is required to conduct an inspection of the Project one month prior to expiration of the Contractor's one-year Warranty/Guarantee period without additional compensation.
- 10.1.8.2 Other than the inspection of the Project one month prior to expiration of the Contractor's one-year Warranty/Guarantee period, should Owner request Warranty Phase Services after Consultant's completion of their Basic Services, and Services are required through no fault of Consultant, Consultant will be compensated pursuant to Attachment B, para. I.B, "Extra Work".

9. Providing interior design and other similar services required for or in connection with the selection, procurement, or installation of furniture, furnishings, and related equipment which are not included as part of the construction documents.
10. Providing services for planning tenant or rental spaces.
11. Making investigations or inventories of materials or equipment; or valuations and detailed appraisals of existing facilities.
12. Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.
13. Providing services after the Notice of Completion is recorded with the COUNTY, provided that such services do not relate to guarantee or warranty services or to corrections of design errors or omissions.
14. Preparing revisions to the documents during the schematic design, design development, and construction documents phases when such revisions are inconsistent with data or written approvals previously given by the COUNTY, excluding corrections of design errors or omissions.
15. Preparing drawings, specifications, and supporting data; and providing other services in connection with change orders required after a 10% change in construction cost (calculated by adding the absolute values of both additive and deductive construction cost changes) has occurred on the Project, provided such change orders are required by causes not within the control of the ARCHITECT.
16. Providing consultation concerning replacement of any work damaged by fire or other cause (excluding any cause resulting from error or omission of the ARCHITECT) during construction; and furnishing services as may be required in connection with the replacement of such work.
17. Providing services as necessary to correct major defects or major deficiencies in the work of the contractor when such defects or deficiencies require services in excess of those reasonably expected on a project of this type, size, and complexity.
18. Providing services in connection with any public hearing, arbitration proceeding, or legal proceeding, except where the ARCHITECT is party thereto.

C. **Reimbursable Expenses.** Reimbursable expenses are in addition to the compensation for basic services and extra work and include actual expenditures made by the ARCHITECT and the ARCHITECT'S employees and consultants in the interest of the Project for the expenses listed below:

E. **Basis of Compensation.** The COUNTY will compensate the ARCHITECT for the scope of services described in Attachment A to this AGREEMENT, in accordance with paragraph D above, and other terms and conditions of this AGREEMENT, as follows:

1. **Compensation for Basic Services.** The fee shall be paid upon the presentation of a written statement, after review and approval by the COUNTY, in accordance with the following schedule:

<u>Phase</u>	<u>Percent of Lump Sum</u>
Pre-Design and Schematic Design:.....	100%
(13% of total 9% fee)	
Design Development:.....	0%
(35% of total 9% fee)	
Construction Documents:	
50% complete	0%
(55% of total 9% fee)	
100% complete	0%
(72% of total 9% fee)	
Bidding:	
Award of Construction Contract	0%
(75% of total 9% fee)	
Construction:	
Proportionate monthly payments of the remaining 25% of the fee to be equal to the proportion of the project construction certified complete.	
Construction Completion:	0%
(95% of total 9% fee)	
Receipt of ARCHITECT'S Record Documents and reproducibles:	0%
(100% of total 9% fee)	

2. **Compensation for Extra Work.** The ARCHITECT will submit to the COUNTY a list of the personnel to be used on the Project and the billing rates associated with each. If the ARCHITECT is required by the COUNTY to perform work, make changes, or incur expenses beyond the original scope of the

F. ARCHITECT'S Disclosure of Hourly Rates for Personnel.

The ARCHITECT shall compile a list of the hourly rates that will be charged in the event that extra work is required for this Project and submit it to the COUNTY before Project work begins. The list shall be broken down according to job classification rather than by individual.

Hourly rates provided by ARCHITECT on 12/18/07 are as follows:

EMPLOYEE RATES

Principal	\$	150.00
Professional Architect		130.00
Professional Designer / Project Mgr		100.00
Professional Engineer		100.00
Senior CAD		95.00
Drafting/CAD/Clerical		80.00

MILEAGE RATE (REIMBURSABLE) .625 a 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.

BILLING AND PAYMENTS

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