

# **Attachment 1**

## **ATTACHMENT 1**

### **Professional Services Agreement**



County of Santa Barbara: General Services  
**Capital Division**

**PROFESSIONAL SERVICES AGREEMENT**

Between

**THE COUNTY OF SANTA BARBARA**

And

**RRM Design Group, Inc.**

For

**Architectural Design Services  
Construction Administration Services  
Commissioning Services  
Sustainability Certification Services**

For

**Regional Fire Communication Facility  
Cathedral Oaks Road, Santa Barbara, CA**

**PROJECT NUMBER: 19005**

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**END LIST OF EXHIBITS**

**PROFESSIONAL SERVICES AGREEMENT**

**FOR**

**PROFESSIONAL SERVICES**

**This is an agreement between THE COUNTY OF SANTA BARBARA (hereinafter "Owner" or "County") and RRM Design Group (RRM) (hereinafter "CONSULTANT" or "CONTRACTOR").**

**PART 1 - RECITALS**

- 1.01 WHEREAS**, this Professional Services Agreement (hereinafter "PSA") sets forth the terms and conditions pursuant to which Consultant, as a Professional, will provide professional design services (hereinafter "Services") for Owner's Regional Fire Communications Facility (RFCF) project; and
- 1.02 WHEREAS**, Consultant was selected by means of the County's qualifications based selection (QBS) process, represents itself as a Professional having the requisite qualifications, licenses and agrees to perform such Services; and

**NOW, THEREFORE, Owner and Consultant agree as follows:**

**PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION**

**2.01 Agreement For Services**

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

**2.02 Maximum Compensation**

- A. The sum of all Project Agreements issued pursuant to this PSA shall not exceed One Million Three Hundred Sixty Two Thousand Five Hundred Ninety Two Dollars (\$1,362,592.00). If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

**2.03 Term**

- A. This Agreement is effective upon the date of full execution by both parties, and shall remain in effect for a period of 48 months ("Term"), unless earlier terminated under Section 11 of this Agreement.

**2.04 Scope**

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

**PART 3 - OWNER'S RESPONSIBILITIES**

**3.01 Owner Provided Information**

- A. If required and where available, Owner may provide any of the following for Consultant's use in connection with the Services:



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- (i) Specialized studies of existing site conditions, including the presence of hazardous materials, soil, air, water, pollution, etc.
- B. Consultant must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

### **3.02 Approval & Permit Fees**

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

## **PART 4 - PROJECT SCOPE OF WORK (SOW)**

### **4.01 Changes in Scope**

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

## **PART 5 - CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES**

### **5.01 Consultant as Independent Contractor**

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

### **5.02 Consultant's Use of Subconsultants**

- A. Notwithstanding the foregoing, Consultant may use subconsultants in performing the Services under this Agreement. Consultant shall be responsible for directing the work of authorized subconsultants, and for any compensation due to subconsultants. County assumes no



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responsibility whatsoever concerning such compensation. Consultant may add subconsultants to those identified in Exhibit B only with the prior written approval of the OPM.

### **5.03 Consultant's General Responsibilities**

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

#### **A. Standard of Care**

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

#### **B. Funding by Governmental Agencies**

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

#### **C. OSHPD Jurisdiction**

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

#### **D. Sequence of Consultant's Services**

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

#### **E. Submittal of Deliverables**

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

#### **F. Printing & Reproduction**

1. Consultant must pay for all printing and reproduction cost incurred in the performance of its Services.
2. Owner will print coordination check documents to be used by the Owner beyond the number of copies identified in the SOW at Owner's expense.



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3. If applicable to the scope defined within the PSA, Owner will print Bid Documents for distribution to Bidders at Owner's expense.

**G. Meetings**

1. Required meetings are as specifically identified in Exhibit D "Consultant's Services and Deliverables".
2. Unless otherwise requested by the OPM, Consultant must prepare agendas for and take minutes of all meetings conducted/attended by Consultant. This includes meetings that are chaired by the OPM.
3. The Consultant's fee for attendance at and preparation of minutes for all meetings specifically identified in Exhibit A "Consultant's Scope of Work & Hourly Rates" will be considered included in the overall fee identified for this PSA.

**H. Consultant's Staff and Subconsultants**

1. Consultant's staff and Subconsultants are identified in Exhibit B, "Consultant's Staff and Subconsultants" and are subject to the requirements set forth therein.
2. Changes to Consultant's staff and Subconsultants are subject to approval as an amendment to the PSA by the OPM.

**5.04 Basic Services & Deliverables: See Exhibit A**

**PART 6 - CONSULTANT'S SCHEDULE**

**6.01 Schedule**

- A. Consultant shall schedule and promptly perform all Services and Deliverables in coordination with the County.
- B. Consultant shall perform all Services and Deliverables within the time and project schedule shown. Time is of the essence in accordance with the Standard of Care in this Agreement.
- C. Consultant must provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the project schedule.

**PART 7 - INDEMNIFICATION & INSURANCE**

**7.01 Exhibit D Requirements**

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

**PART 8 - REPRESENTATION BY COUNSEL**

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

**PART 9 - HAZARDOUS MATERIALS**

**9.01 Responsibility for Hazardous Materials**





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

**9.02 Hold Harmless Clause**

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

**PART 10 - COMPENSATION & PAYMENT**

**10.01 Compensation**

- A. Payments will be made as set forth herein
  - 1. Maximum Compensation Limit
    - a. The Maximum Compensation Limit (MCL) includes all authorized Services and authorized Reimbursable expenses. Total payment by Owner will not exceed the MCL specified in Exhibit C and Consultant is fully responsible for provision of all Services and Deliverables, compensation for which will not exceed the specified MCL.
  - 2. Consultant's Hourly Rate Schedule
    - a. Consultant's Hourly Rate Schedule is set forth in Exhibit A, "Consultant's Scope of Work & Hourly Rates."
    - b. Modifications to Consultant's Hourly Rate Schedule will not be allowed for the duration of this PSA.
    - c. Non-Fixed fee Services provided by Subconsultants are subject to approval by the OAR and are to be identified in this PSA.
  - 3. Changes
    - a. If, during the term of a this PSA, circumstances constituting a material change in scope as described in Part 4.01, "Changes In Scope", arise, Consultant will be entitled to compensation therefore, within the MCL. If such changes mean that the SOW cannot be completed as originally envisioned, then Consultant must immediately inform the OPM and assist OPM in allocating the remaining compensation among the unfinished Services in order to accomplish as much of the original intent as possible within the Total Compensation Limit of this PSA.
  - 4. Prevailing Wages
    - a. Consultant acknowledges that work performed on site to support the Services under this PSA is a public work within the meaning of California Labor Code Section 1720 and that the requirements of Section 1771, et. seq. apply to such public work. Consultant has included (and will include) consideration for this obligation in calculating compensation and cost estimates under this PSA.



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5. Errors and Omissions

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

**10.02 Reimbursable Expenses**

- A. When travel is authorized as a reimbursable expense, Consultant agrees to comply with the Santa Barbara County and Federal travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found in the Capital Projects Division.
- B. All reimbursable expenses, including travel, mileage, copying, printing, etc. should be included in the MCL and not billed separately.

**10.03 Supplementary Services & Deliverables**

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

**10.04 Payment**

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

**10.05 Release of All Claims**

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

**10.06 Timely Billings**

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

**10.07 Consultant's Accounting Records**

- A. Accounting System & Records Retention
  1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years from expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.
- B. Owner's Auditing Rights



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1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices affecting the performance or administration of this PSA, or affecting any changes or modifications to this PSA.
- C. Applicability to Subcontracts
1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts exceeding Ten Thousand Dollars (\$10,000) in value pursuant to this PSA or any modification thereof.

## **PART 11 - TERM & TERMINATION**

### **11.01 Owner's Rights**

- A. Termination for Convenience
1. Owner's Authorized Representative may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work as specified in the notice.
  2. If this PSA is so terminated, Consultant will be compensated as set forth below.
- B. Termination for Breach
1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from the County's OPM specifying such failure or violation, Owner may terminate this PSA.
  2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.
  3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment, which is allowed by this PSA for a termination for convenience.
- C. Suspension for Convenience
1. Owner's Authorized Representative may, without cause, order Consultant in writing to suspend, delay, or interrupt the services under this PSA in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach in this Agreement.
- D. The rights and remedies provided herein to Owner are in addition to any other rights and remedies provided by law in this PSA.

### **11.02 Consultant's Compensation Upon Termination**

- A. In the event of Owner's termination of this PSA, Consultant will receive compensation as follows:
1. For fully performed and accepted items of Service, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for that item of Service or expense.
  2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee



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otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.

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

**11.03 Delivery of Documents**

- A. Upon any termination of this PSA, Consultant must furnish Owner all documents and Instruments of Service prepared pursuant to this PSA, whether complete or incomplete. Consultant may retain a copy for its records.

**PART 12 - DISPUTE RESOLUTION**

**12.01 Consultant's Questions & Concerns**

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

**12.02 Dispute Resolution During Construction**

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

**12.03 Negotiations Before and During Mediation**

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

**12.04 Mediation**

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



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**E. Qualifications of a Mediator:**

1. Any Mediator selected must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the parties will confer and decide whether to select another Mediator.

**F. Vacancies**

1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the parties agree otherwise.

**G. Representation**

1. Any party may be represented by person(s) of their choice who must have full authority to negotiate.
2. The names and addresses of such person(s) must be communicated in writing to all parties and to the Mediator.

**H. Time and Place of Mediation**

1. The Mediator will set the time of each Mediation session.
2. The Mediation will be held at a convenient location agreeable to the Mediator and the parties, as determined by the Mediator.
3. All reasonable efforts will be made by the parties and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.

**I. Identification of Matters in Dispute**

1. Unless a longer period of time is required by the Mediator, at least ten (10) Days before the first scheduled Mediation session, each party must provide the Mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the Mediator, or otherwise agreed by the parties, the parties may mutually exchange such memoranda.
2. At the first session, the parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each party to supplement such information.

**J. Authority of Mediator**

1. The Mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute.
2. The Mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement.
3. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice will be made by the Mediator or the parties, as determined by the Mediator.
4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further efforts at Mediation would not contribute to a resolution of the dispute between the parties.

**K. Privacy**



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1. Mediation sessions are private.
2. The parties and their representatives may attend Mediation sessions.
3. Other persons may attend only with the permission of the parties and with the consent of the Mediator.

**L. Confidentiality**

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

**M. No Stenographic Record**

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

**N. Termination of Mediation**

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

**O. Exclusion of Liability**

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

**P. Interpretation and Application of These Mediation Provisions**

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

**Q. Expenses**

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

**12.05 Compensation for Participation in Mediation**

- A. Consultant is not entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and Owner arising out of this PSA.

**PART 13 - MISCELLANEOUS PROVISIONS****13.01 Capitalization and Formatting**

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

**13.02 Force Majeure**

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

**13.03 Waiver**

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

**13.04 Timely Approvals**

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

**13.05 Ownership & Use of Instruments of Service**

- A. Owner shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Consultant shall not release any of such items to other parties except after prior written approval of Owner.
- B. Unless otherwise specified herein, Consultant hereby assigns to Owner all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Consultant pursuant to this PSA (collectively referred to as "Copyrightable Work and Inventions"). Owner shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Consultant agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Consultant warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any



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Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay any damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this PSA.

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

### **13.06 Reliance**

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

### **13.07 Taxes**

- A. Consultant shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this PSA and shall make any and all payroll deductions required by law. Owner shall not be responsible for paying any taxes on Consultant's behalf, and should Owner be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse Owner for the full value of such paid taxes plus interest and penalty, if any. 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.

### **13.08 Conflicts of Interest**

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

### **13.09 No Publicity or Endorsement**

- A. Consultant shall not use Owner's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Consultant shall not use Owner's name or logo in any manner that would give the appearance that the Owner is endorsing Consultant. Consultant shall not in any way contract on behalf of or in the name of Owner. Consultant shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Owner or its projects, without obtaining the prior written approval of Owner.

### **13.10 Non-Discrimination**

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

### **13.11 Execution in Counterparts**





County of Santa Barbara: General Services  
**Capital Division**

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

### **13.12 Governing Law**

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

## **PART 14 - NOTICES**

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

## **PART 15 - LIMITS OF AGREEMENT**

- A. This PSA constitutes the entire and integrated agreement between Owner and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral, preceding this PSA.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant or as otherwise authorized herein.
- C. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## **PART 16 - EXHIBITS**

- A. The following listed Exhibits referred to herein are incorporated in this PSA as though set forth in full. In the event of conflict between provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.
1. Exhibit A, "Consultant's Scope of Work & Hourly Rates"
  2. Exhibit B, "Consultant's Staff & Subconsultants"
  3. Exhibit C, "Consultant's Compensation"
  4. Exhibit D, "Indemnification And Insurance Requirements"
  5. Exhibit E, "Notices"



County of Santa Barbara: General Services  
**Capital Division**

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

**County of Santa Barbara**

By: \_\_\_\_\_  
**Bob Nelson, CHAIR**  
**BOARD OF SUPERVISORS**

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

**CONSULTANT:**  
RRM Design Group  
3765 S. Higuera, Suite 102  
San Luis Obispo, CA 93401

By: \_\_\_\_\_  
Deputy

By: Michael Scott  
Authorized Representative

Name: Michael Scott  
Title: Principal / Vice President  
Address: 3765 S. Higuera St. Ste. 102  
City/State/Zip: San Luis Obispo, CA 93401

**APPROVED AS TO FORM:**  
Rachel Van Mullem  
COUNTY COUNSEL

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

DocuSigned by:  
[Signature]  
By: \_\_\_\_\_  
Deputy County Counsel

DocuSigned by:  
[Signature]  
By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

**RECOMMENDED FOR APPROVAL:**  
JANETTE D. PELL, DIRECTOR  
GENERAL SERVICES DEPARTMENT

DocuSigned by:  
Ray Aromatorio  
By: \_\_\_\_\_  
Risk Manager

DocuSigned by:  
Janette D. Pell  
By: \_\_\_\_\_  
Department Head

**END OF AGREEMENT**

**EXHIBIT A**

**CONSULTANT'S SCOPE OF WORK HOURLY RATES**

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

CONSULTANT FIRM NAME: RRM Design Group & Subconsultants

SCOPE OF WORK: As described on the attached sections of the County RFQ and priced according to Phase 1-3 and Optional Tasks O.1, O.2 and O.6 of attached RRM proposal.

**END EXHIBIT**

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Regional Fire Communication Facility: Request for Qualifications - Full Design Services

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#### 4.0 SCOPE OF WORK

**PHASE 1 – Schematic Design (SD):** This phase has one (1) deliverable: the 100% SD deliverable. The general goal of this phase is to further develop and define the interior and exterior space plans from the Concept Design, and to incorporate all the Program requirements. All designs shall comply with Americans with Disabilities Act (ADA) design standards and ADA Accessibility Guidelines (ADAAG).

- AE Team shall conduct the following program verification meetings:
  - County Fire (quantity 2)
  - Office of Emergency Management (2)
  - General Services County Energy manager (1)
  - General Services County Facilities Maintenance (1)
  - County Environmental (1)

The purpose of these meetings will be to review and confirm departmental needs, space planning, County standards, NZE requirements, and approaches to incorporating specific elements into the design. Meetings shall be coordinated with the County Project Manager and have an anticipated length of 3hrs each.

- **Existing Conditions:** The project will require extensive review of the existing conditions – site, EOC building, and utility tie in’s – in order to develop the design. AE shall allot five (5) site visits specifically to review and investigate existing conditions.
- **Survey:** All Boundary and Topographic survey work is included within the AE scope and shall be performed during the Schematic Phase. The information shall be incorporated into the Schematic Design. In addition, copies of the boundary and topographic survey shall be submitted separately as a part of the Schematic Design Deliverable.
- **Preliminary Plans and Specifications:** The 95% SD Deliverable shall include preliminary plans and specifications sufficient to represent the entirety of the program and confirm all elements of the design have been accounted for. Overall building location, size, layout and interior space alignment and flow should be finalized by the end of Schematic Design. Site planning and civil design shall be to the point that County environmental and the RWQB can review and preliminarily approve of the approach. Verification of existing conditions (structural, MEP, etc.) shall be complete, and necessary tie-in requirements confirmed.
- **Schedule:** AE shall develop a detailed project schedule including milestones for each of the three (3) project Phases described herein, including dates for deliverables and County reviews.
- **Constructability Reviews:** The AE shall submit the 95% SD plans to an independent general contractor for a comprehensive constructability review. Revisions based on the constructability review shall be incorporated for the 100% SD deliverable to the County. All constructability review comments and responses shall also be submitted separately as part of the Schematic Phase deliverable. Note the interface with the existing Emergency Operations Center (EOC) shall be considered as part of the constructability review.
- **Cost Estimate:** Submit an independent cost estimate for the Schematic Phase after incorporation of all constructability review comments. Note this process requires a third-party general contractor and cost estimating firm for these tasks, retained by the AE as part of this RFQ. **Submittal of the revised 100% schematic plans and the cost estimate are considered the deliverable due August 6, 2021 per the schedule in Section 7.0.**
- **Estimate Reconciliation:** Prior to proceeding to the Construction Document phase, the AE and their selected third party cost estimating firm will be expected to participate with the County (and any outside County consultants), in estimate reconciliation and possible value engineering activities to maintain the project budget. AE shall allot three (3) separate meetings of up to three (3) hours each for this activity.

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 Regional Fire Communication Facility: Request for Qualifications - Full Design Services
 

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- **Resolution and Incorporation of County Comments to the Schematic Design:** The AE shall review, incorporate and/or respond to all County comments to the Schematic Design Package. The County will provide all comments back to the design team within three (3) weeks of receipt of the deliverable. County requests that may have potential cost impacts to the project shall be flagged for discussion and resolution between the County and the Architect.

Additional Requirements Include:

- **Architecture:** Develop preliminary finish and hardware schedules. Develop any necessary facility hardening design parameters. *Exterior architectural design plans shall be compatible with the current aesthetics of the existing EOC.* As part of the Schematic Design deliverable, Architect shall provide a complete list of all proposed deferred approval items for review and approval by the County (for all design disciplines). The County is under no obligation to approve any, or any minimum or maximum amount, of Deferred Approval items.
- **Structural:** Identify the structural system. Develop critical clear span and bay spacing along with vertical height requirements. Review and determine structural impacts and solutions for connection to the existing EOC building.
- **Mechanical, Electrical, Plumbing, Fire Sprinklers and Fire Alarm:** Define and set system service parameters for basic systems, specialized systems and essential service systems. Establish energy design goals and performance criteria. Review current generator system for connection to, and verification of load capacity for new construction. Obtain County Standards for MEP trade fixtures for incorporation into the design and verification with NZE requirements.
- **Civil / Site Design:** Develop design parameters for site design that are consistent with the programming needs of the facility and include CEQA / ADA approval constraints, drainage, utilities, traffic, acoustical, site balance and access. Design should incorporate any modifications to the existing retention basin and inlets as required. Civil designer of Record shall be the Qualified SWPPP Designer (QSD) for the project.
- **Landscape:** Develop a conceptual landscaping and irrigation design narrative.
- **Specialized Design and/or Equipment:** Provide design performance criteria to integrate the facility with specialized equipment including but not limited to: generators, door hardware, NZE equipment, security equipment, cameras and access controls.
- **Signage:** Provide a signage narrative.
- **Net Zero Energy:** Identify and explain the NZE approach.
- **CPTED Design Coordination:** Conduct teleconference with County's Physical Security Coordinator for CPTED Design review.

**PHASE 2 – Construction Documents (50% CD, 95% CD, and BID SET):** This phase has three (3) deliverables: the 50% CD deliverable, the 95% CD deliverable and the Bid Set deliverable. The general goal of this phase is to advance (50%) and finalize (95%) the interior and exterior space plans developed in the Schematic Design phase and issue the documents for bid (Bid Set). All designs shall comply with Americans with Disabilities Act (ADA) design standards and ADA Accessibility Guidelines (ADAAG).

- **Code Compliant Design:** The selected AE shall deliver a full and complete, code compliant design consisting of Architectural, Structural, Mechanical, Electrical, Plumbing, Telecommunications, Audio-Visual, Physical and Electronic Security Systems, Controls, Fire Sprinklers, Fire Alarm, Civil, Landscaping, Acoustical, and specialized equipment services.
- **Plans and Specifications:** The plans and specifications shall include site plans, floor plans, roof plans, exterior and interior elevations, exterior and interior sections, schedules,

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 Regional Fire Communication Facility: Request for Qualifications - Full Design Services
 

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diagrams, sequences of operations, and details sufficient, and in sufficient quantity to ensure a complete, coordinated, code compliant and buildable design.

- **Specifications:** Specifications shall be in CSI Format. The selected AE shall be responsible for coordinating all divisions of the performance specifications with the plan sets. In addition, coordination to include County Standards, and NZE equipment standards shall be required.
- **Deliverables:** For each intermediate deliverable in this phase (50% and 95%), the design team shall submit plans to an independent general contractor for a comprehensive constructability review. Revisions based on the constructability review shall be incorporated into each of the deliverables submitted to the County for this phase. All constructability review comments and responses shall be submitted as part of the Construction Document phase deliverables (at both 50% and 95%). Submit an independent cost estimate for each Construction Document Phase deliverable (50% and 95%) after incorporation of all constructability review comments. Please note this process requires a third-party general contractor and third-party cost estimating firm for these tasks, retained by the AE as part of this RFQ. **Submittal of the revised (post constructability review) 50% construction documents plans and specifications and the cost estimate are considered the deliverable due November 5, 2021 per the schedule in Section 7.0. Submittal of the revised (post constructability review) 95% plans and specifications and the cost estimate is considered the deliverable due February 7, 2022.**
- **Estimate Reconciliation:** Prior to proceeding to the 95% Construction Document phase, the AE and their selected third-party cost estimating firm will be expected to participate with the County (and any outside County consultants) in estimate reconciliation and possible value engineering activities to maintain the project budget. AE shall allot three (3) separate meetings of up to three (3) hours each for this activity.
- **Resolution and Incorporation of County Comments to the Construction Documents:** The AE shall review, incorporate and/or respond to all County comments to the Construction Document deliverables (50% and 95%). The County will provide all comments back to the AE within three (3) weeks of receipt of the deliverable. County requests that may have potential cost impacts to the project shall be flagged for discussion and resolution between the County and the AE.
- **BID SET Deliverable:** The AE shall resolve with the County and incorporate any comments from the 95% CD set into the project which then represents the BID SET deliverable.

Additional Requirements Include:

- **Architecture:** Exterior architectural design plans shall be compatible with the current aesthetics of the existing EOC.
- **Structural:** For any deferred approval items (approved by the County in the Schematic Phase) provide appropriate design parameters to ensure compatibility with the overall structural system.
- **Mechanical, Electrical, Plumbing, Telecommunications, Fire Sprinklers and Fire Alarm:** Ensure redundant systems for HVAC and electrical (generator tie in) are provided within the full design. Coordinate via the County Project Manager to ensure incorporation of County MEP Standards and that NZE requirements are achieved.
- **Civil / Site Design:** Develop, finalize, and detail the site design to include all necessary components required, including CEQA / ADA and SWPPP. Approval of the Regional Water Quality Board (RWQB) for the storm water design shall be required of the AE.
- **Landscape:** Specific coordination with the County and Civil EOR shall be required. Percolation testing requirements, maintenance periods, and extra plants shall be addressed with the County and requirements included within the plans and specifications.

## Regional Fire Communication Facility: Request for Qualifications - Full Design Services

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- **Specialized Design and/or Equipment:** Coordination with the County Energy Manager in relation to UPS systems, batteries, solar, and generator tie in shall be required.
- **Signage:** Provide a complete signage schedule (building, room names/numbers, etc.), specification, mounting details, and sign details in the plans. Signage schedule (other than code required signage) shall be reviewed and approved by the County at the 50% CD phase deliverable for final incorporation at 95%. Signage package shall also include all parking, ADA, and directional signage.
- **Net Zero Energy:** Confirmation the design meets all NZE requirements.

### **PHASE 3 – Bidding and Construction Administration:**

- **BID PHASE:**  
AE shall be responsible for timely review and reply to all pre-bid Requests for Information (RFIs) and any pre-bid product substitution requests to meet County response deadlines. Any required addenda drawings, clarifications, or design team required responses shall be provided to the County for issuance in formal bid addenda. After the bid, final incorporation of all addenda into a conformed set (both plans and specifications) for construction and issuance to the winning bidder shall be the responsibility of the AE.
- **BID RESULTS AND AE RESPONSIBLTIY FOR RE-DESIGN**  
In the event the actual construction bids exceed the reconciled 100% CD estimate by more than 10%, and the County elects - for any reason whatsoever - not to move forward with award based on the bid results, the AE shall be responsible to provide re-design services at no additional cost to the County to bring the project back to the reconciled 100% CD Budget. Re-design modifications shall be coordinated with and approved by the County prior to plan and specification revisions. The timeline for such revisions shall be six (6) weeks from the date of notification from the County.
- **COURSE OF CONSTRUCTION:**  
AE shall be responsible for timely review and responses to RFIs, submittals, and contractor change order requests. AE shall prepare Cost Request Bulletin's for issuance to the Contractor for Owner initiated/requested changes. AE shall be responsible to coordinate with all sub-consultants and issue all Architect's Supplemental Instructions (ASI's), bulletins, or other clarification documents as required. AE shall perform site visits (1 per month) during construction and prepare site visit reports. Sub-consultant site visits shall be in sufficient quantity to observe the work in enough detail to sign off on the final installations. AE shall be responsible for coordinating sub-consultant site visits with the Owner and Contractor, coordinating the Punch list development – including sub-consultants - issuance, and sign-off. AE attendance at weekly Owner-Architect-Contractor (OAC) meetings, special coordination meetings, and pre-installation meetings is required. Coordination of all sub-consultant responses/communications, and coordination with the Owner on cost impact clarifications shall be the responsibility of the AE.

### 5.0 OTHER PROJECT CONSULTANTS

The environmental analysis associated with this project is not included in the AE scope of work. County will be responsible for all processing necessary for the project environmental approvals. The results of this process, as well as required mitigation measures, will be incorporated by the AE into the schematic design documents by the AE as part of the SD package deliverable described in section 4.0.

The boundary and topographic survey **are** included in the AE scope of work – refer to Section 4.0. The geotechnical analysis associated with this project **is not** included in the AE scope of work. County will

**Regional Fire Communication Facility: Request for Qualifications - Full Design Services**

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contract with separate consultants as necessary for this work. Results of this process, as well as site features and recommended site construction work, will be incorporated into the schematic design documents by the Architect as part of the schematic design package deliverable described in section 4.0.

The materials testing and special inspection services associated with this project will be contracted separately by the County (in coordination with the Design team) with an independent consultant during the design of this project.

As described in Section 4.0, the successful proposer will be required to utilize a third-party cost estimating firm for all cost estimates, and an independent construction general contractor to perform constructability reviews.

**6.0. FEES AND TENTATIVE CONSTRUCTION BUDGET OUTLINE**

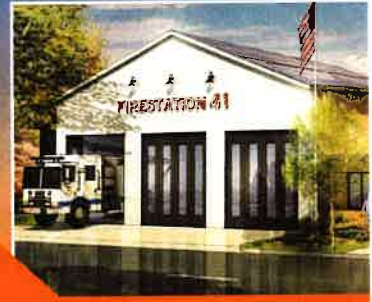
The selected firm will be required to submit billings on a monthly basis, based on the project specific Consultant Services Agreement between the Consultant and County.

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

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

**Construction Budget:** The tentative construction budget for the project is in the \$10M range. Refer to the Concept Estimate in Appendix B.





*Santa Barbara County*

# REGIONAL FIRE COMMUNICATION FACILITY

## COST PROPOSAL



Presented to the  
County of Santa Barbara  
General Services Department  
on February 18, 2021

## SOQ FOR THE REGIONAL FIRE COMMUNICATION FACILITY

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3	<i>Bill Rates</i>
7	<i>Services and/or Information to be provided by Client</i>
8	<i>Limitations of Scope and Exclusions</i>

### GRAPHICS & PHOTOGRAPHS:

*This document features images of RRM Design Group and its subconsultant partners' projects, the graphics and photos of which are owned and copyrighted by our respective firms. There are no stock photos or images of any kind used in this proposal.*

### ABOUT RRM DESIGN GROUP:

*3765 South Higuera St., Ste. 102 • San Luis Obispo, CA 93401*

*p: (805) 543-1794 f: (805) 543-4609 • w: rrmdesign.com*

*California corporation • Leonard Grant, Architect C26973 • Robert Camacho, PE 76597 • Steven Webster, LS 7561 • Jeff Ferber, PLA 2844*

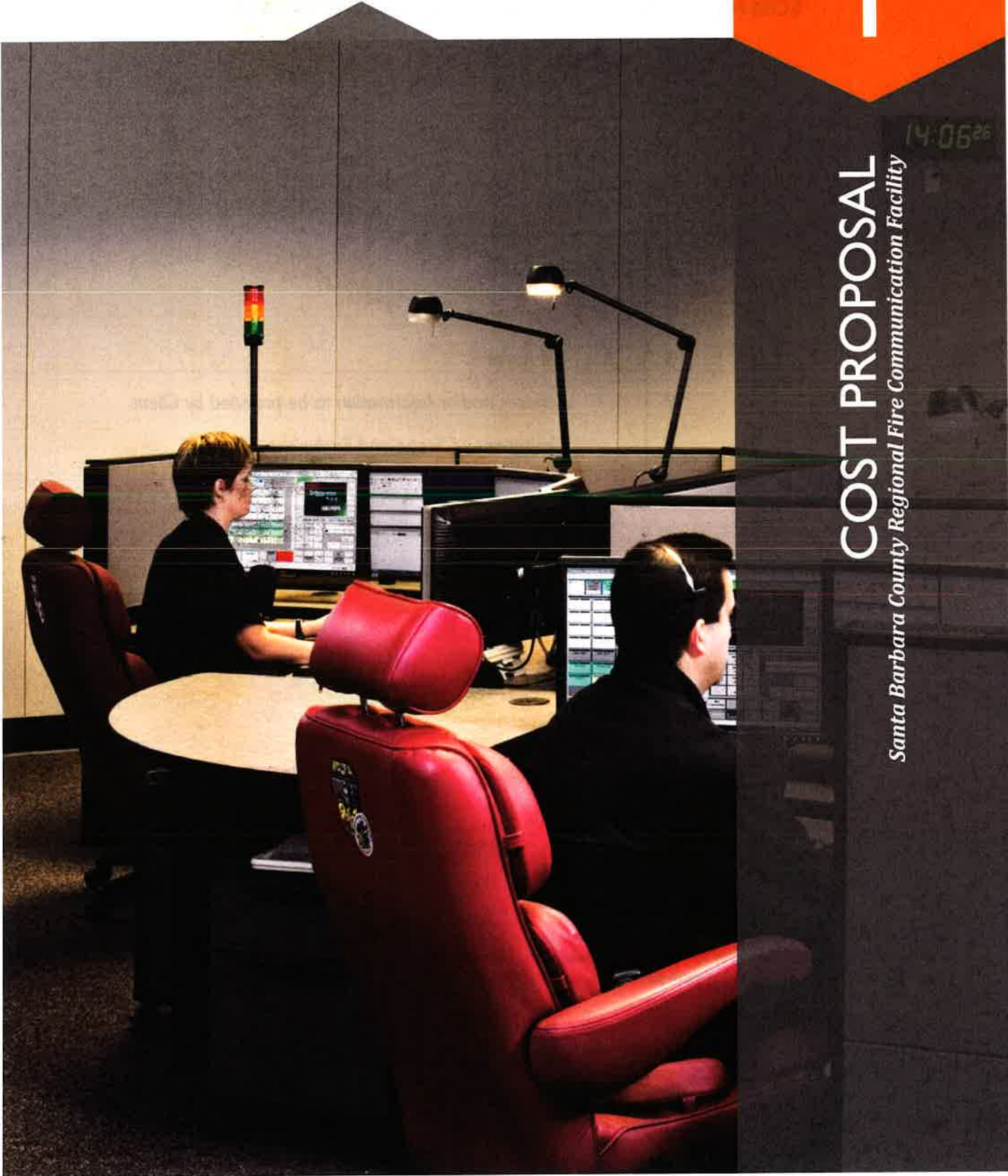
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RRM PROJECT  
*Ventura County Fire Protection District  
Communication Center  
Camarillo, California*



**COST PROPOSAL**  
*Santa Barbara County Regional Fire Communication Facility*

# COST PROPOSAL

		TOTAL FEES
<b>Phase 1 - Schematic Design</b>		
Task 1.0	Project Initiation and Administration	\$ 32,420
	Kickoff Meeting	\$ 5,520
	Goals and Objectives	\$ 4,340
	Project Schedule	\$ 7,600
	Project Budgeting	\$ 780
		\$ -
	PM Meetings	\$ 14,200
Task 1.1	Existing Condition Verification and Site Survey	\$ 29,920
	Existing Condition Assessment (as-built verification)	\$ 8,120
	Geotechnical Coordination	\$ 3,440
	Site Assessment and Recommendation Report	\$ 7,180
	Survey and Utility Mapping	\$ -
	Code and Jurisdictional Analysis	\$ 3,740
	Meetings (5 site visits)	\$ 6,480
Task 1.2	Programming and Conceptual Design	\$ 44,750
	Needs assessment interviews (7 meetings)	\$ 9,040
		\$ -
	Space Need Refinement and Programmatic Sheets	\$ 5,780
	Conceptual Floor Plans / Site Plan	\$ 11,980
	Conceptual Building Massing and Renderings (Ext. and Int. Renderings)	\$ 12,180
	Refined plans	\$ 6,790
		\$ -
	Meetings	\$ 8,040
Task 1.3	Schematic Design	\$ 61,860
	Preparation of Plans (Site, Floor, RCP, Roof, Elevations) (Furn. Plans)	\$ 14,880
	Presentation Renderings and Visualization (VR)	\$ 9,220
	Consultant Coordination	\$ 8,880
	Exterior and Interior Color Boards	\$ 7,510
	Hardware Schedules	\$ 4,700
	Outline Specifications and Narratives	\$ 4,810
	Sustainability Narrative/LEED Checklist	\$ 2,690
		\$ -
	Construction Cost Estimate Review	\$ 2,800
	Meetings	\$ 2,280
	Video Flyby	\$ 4,350
<b>Phase 2 - Construction Documents (50%, 95%, Permitting)</b>		
Task 2.1	50% Construction Documents	\$ 107,580
	Preparation of drawings and code compliance	\$ 58,920
	Preparation of progress specifications	\$ 18,320
	Construction Cost Estimate and Constructability	\$ 8,920
	Exterior and Interior Material Boards	\$ 7,820
	Basis of Design Reports	\$ 4,020
	Interdisciplinary Coordination	\$ 9,080
	Meetings	\$ 6,520
Task 2.2a	Construction Documents	\$ 123,940
	Preparation of drawings	\$ 63,840
	Preparation of specifications	\$ 17,600
		\$ -
	Construction Cost Estimate and Constructability	\$ 8,920
	QAOC Review / Constructability Review	\$ 13,920
	Miscellaneous	\$ 6,080
	Interdisciplinary Coordination	\$ 9,060
	Meetings	\$ 6,520
Task 2.2b	Permitting	\$ 22,420
	Response to comments	\$ 19,540
	Meetings	\$ 2,880
Task 2.3	Bidding	\$ 21,200
Task 2.3a	Response to bidders	\$ 5,800
Task 2.3b	Preparation of addendums - 5	\$ 8,320
	Conformance Set	\$ -
Task 2.3c	Meetings	\$ 6,080
<b>Phase 3 - Construction and Project Completion</b>		
Task 3.1	Construction Administration	\$ 138,200
Task 3.1a	Review of Submittals	\$ 29,080
Task 3.1b	Response to RFIs	\$ 29,080
Task 3.1c	Punch List review	\$ 6,240
Task 3.1d	Job Site Meetings	\$ 73,800
Task 3.2	Record Drawing Review and Project Closeout	\$ 20,600
Task 3.2a	Record Drawings Review	\$ 20,600
<b>Total:</b>		<b>\$1,176,061</b>
Reimbursables:		\$0
<b>Optional Tasks</b>		
Task O.1	LEED Certification	
Task O.1a	LEED Certification	\$ 7,320
Task O.2	ILFI ZE Certification	
Task O.2	ILFI ZE Certification	\$ 7,320
<del>Task O.3</del>	<del>Furniture Design and Procurement Coordination</del>	<del>\$ 9,340</del>
<del>Task O.4</del>	<del>Art Specification and Procurement Coordination</del>	<del>\$ 2,580</del>
<del>Task O.5</del>	<del>Mat Slab Foundation Design</del>	<del>\$ 9,090</del>
<del>Task O.6</del>	<del>Mat Slab Foundation Design</del>	<del>\$ 3,800</del>



**From:** [Dellinger, Charles A.](#)  
**To:** [Tully Wyatt](#)  
**Subject:** SB County Commissioning Scope and Fee  
**Date:** Wednesday, May 12, 2021 3:37:32 PM  
**Attachments:** [Commissioning Proposal SB Fire Station Project.pdf](#)

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**EXTERNAL EMAIL**

Tully,

See the scope below and the attached proposal. The fee includes the fee for Palt, 10% markup, and additional coordination fee on our end. Let me know if you have any questions.

### **Task O.6: Cal Green, LEED Fundamental and Enhanced Commissioning**

RRM will provide required commissioning for Cal Green, LEED Fundamental and Enhanced Commissioning requirements. In addition will provide post construction reviews and coordination as required for ILFI-NZE certification. Task excludes Measurement and Verification commissioning credit.

**Deliverables:**

- Review and comment of Owner's Project Requirements (OPR)*
- Review of the Basis of Design (BOD) as it applies to the OPR with a written explanation as to how the BOD meets the OPR.*
- Design Phase Review*
- Development of Commissioning measures shown in construction documents.*
- Development of a Commissioning Plan based on the requirements of the project documents.*
- Commissioning schedule and commissioning tasks for individual commissioning team members (principals, designers, project manager and mechanical contractors)*
- Development of pre-functional and functional performance testing and validation matrix to verify correct installation and performance of all mechanical systems installed.*
- All mechanical systems are validated per CAL Green and LEED requirements and include all HVAC systems and associated mechanical sub systems consisting of controls, domestic hot water systems, plumbing systems, electrical including interior and exterior lighting systems and irrigation system.*
- Validation of Test and Air Balance.*
- Written System Manual provided by contractors and compiled by CxA.*
- Written final Commissioning Report that will be submitted to the owner as part of the certification process. The report will refer to Operations and Maintenance Manual compiled by the responsible contractor of each trade and will include all field inspection reports of the project.*
- 10-month review of the entire building mechanical system for CAL Green and Enhanced Commissioning.*

**Meetings:**

- Meeting to discuss the design criteria and owners intent for the project. This will be part of the Commissioning Plan and the BOD during the Design Phase.*
- Owner Training Meetings*
- Site visits during the construction phase of the project are projected as follows:*
  - o Kick Off Commissioning Meeting (1)*
  - o Pre-functional Performance Testing (1)*
  - o Start-up of equipment (1)*
  - o Air Balance Validation (1)*

- o Functional Performance testing (2)*
- o Job site visits and attendance of project meetings as needed during the course of the project (2)*
- o 10-month review after completion of the building (1)*

**Includes commissioning of the anticipated solar array**

**Fee:**  
32,500



**CHARLES DELLINGER**  
Senior Project Manager  
3765 S. Higuera Suite 102  
San Luis Obispo, CA 93401  
(805) 543-1794  
[rrmdesign.com](http://rrmdesign.com)







# BILL RATE RANGES

Subject to change effective March 1st each year

ARCHITECTURE	
Architect	\$ 95 - \$ 155
Assistant Manager of Architecture	\$ 130 - \$ 195
Design Director	\$ 145 - \$ 240
Designer I	\$ 70 - \$ 100
Designer II	\$ 80 - \$ 125
Designer III	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Job Captain	\$ 90 - \$ 150
Manager of Architecture	\$ 145 - \$ 255
Principal	\$ 180 - \$ 350
Project Architect	\$ 110 - \$ 185
Project Designer	\$ 110 - \$ 180
Project Manager	\$ 110 - \$ 185
Senior Architect	\$ 135 - \$ 220
Senior Designer	\$ 135 - \$ 210
Senior Project Manager	\$ 135 - \$ 230

ENGINEERING & SURVEYING	
Associate Engineer	\$ 90 - \$ 135
Construction Inspector	\$ 105 - \$ 175
Designer I	\$ 55 - \$ 95
Designer II	\$ 75 - \$ 120
Designer III (Structural)	\$ 90 - \$ 135
Engineer I	\$ 85 - \$ 135
Engineer II	\$ 105 - \$ 160
Land Surveyor	\$ 115 - \$ 160
Manager of Engineering Services	\$ 170 - \$ 280
Manager of Surveying	\$ 150 - \$ 230
Party Chief	\$ 90 - \$ 145
Principal	\$ 180 - \$ 350
Project Engineer	\$ 125 - \$ 180
Project Manager	\$ 145 - \$ 230
Senior Associate Engineer	\$ 110 - \$ 185
Senior Designer	\$ 110 - \$ 185
Senior Land Surveyor	\$ 130 - \$ 195
Senior Party Chief	\$ 115 - \$ 185
Senior Project Engineer	\$ 135 - \$ 225
Supervisor of Surveying	\$ 135 - \$ 205
Survey Technician I	\$ 60 - \$ 90
Survey Technician II	\$ 75 - \$ 115
Survey Technician III	\$ 90 - \$ 155

## Surveying Crew Rates

REGULAR	
One person w/ GPS or Robotic Workstation	\$ 125 - \$ 155
Two person	\$ 175 - \$ 290
Three person	\$ 235 - \$ 390
PREVAILING WAGE	
One person w/ GPS or Robotic Workstation	\$ 150 - \$ 180
Two person	\$ 225 - \$ 340
Three person	\$ 325 - \$ 490

INTERIOR DESIGN	
Designer I	\$ 55 - \$ 85
Designer II	\$ 65 - \$ 115
Interior Designer I	\$ 75 - \$ 125
Interior Designer II	\$ 90 - \$ 150
Intern	\$ 45 - \$ 80
Senior Interior Designer	\$ 110 - \$ 195

LANDSCAPE ARCHITECTURE	
Assistant Designer	\$ 70 - \$ 110
Associate Designer	\$ 80 - \$ 125
Designer	\$ 95 - \$ 135
Intern	\$ 45 - \$ 80
Landscape Architect	\$ 95 - \$ 145
Manager of Landscape Architecture	\$ 150 - \$ 245
Principal	\$ 180 - \$ 350
Principal Landscape Architect	\$ 135 - \$ 235
Senior Designer	\$ 105 - \$ 165
Senior Landscape Architect	\$ 110 - \$ 175

PLANNING	
Assistant Planner	\$ 75 - \$ 120
Associate Planner	\$ 90 - \$ 155
Intern	\$ 45 - \$ 80
Manager of Planning	\$ 145 - \$ 26
Principal	\$ 180 - \$ 350
Principal Planner	\$ 140 - \$ 250
Senior Planner	\$ 115 - \$ 205
Senior Urban Designer	\$ 115 - \$ 205
Urban Designer	\$ 90 - \$ 155

CORPORATE SERVICES	
Accounting Specialist	\$ 60 - \$ 110
Business Development Coordinator	\$ 85 - \$ 135
Chief Executive Officer	\$ 195 - \$ 500
Graphic Designer	\$ 80 - \$ 135
Marketing Manager	\$ 110 - \$ 220
Marketing Specialist	\$ 90 - \$ 150
Office Coordinator	\$ 70 - \$ 125
Project Accountant	\$ 65 - \$ 135
Project Administrator	\$ 70 - \$ 125
Receptionist	\$ 40 - \$ 80



## Exhibit B

### BMA, Inc. - Hourly Rate Schedule

Role	Effective <u>January 1, 2019</u>
<b><u>ENGINEERING/DESIGN/SUPPORT SERVICES</u></b>	
Subject Matter Expert	\$300.00/Hr
Principal Engineer	\$170.00/Hr
Senior Mechanical Designer / Project Manager	\$130.00/Hr
Senior Plumbing Designer / Project Manager	\$130.00/Hr
Senior Fire Sprinkler System Designer	\$130.00/HR
Senior Energy Analyst / Project Manager	\$130.00/Hr
Mechanical Designer	\$110.00/Hr
Plumbing Designer	\$110.00/Hr
Fire Sprinkler System Designer	\$110.00/Hr
Energy Analyst	\$110.00/Hr
Production Team	\$80.00/Hr
Administrative/Clerical Support	\$65.00/Hr
<b><u>COMMISSIONING SERVICES</u></b>	
Commissioning Provider / Project Manager	\$120.00/Hr
Commissioning Technician	\$95.00/Hr
<b><u>REIMBURSEABLE EXPENSES</u></b>	
Travel, Lodging, Transportation	At Cost
Printing, Reproduction, Photography	At Cost
Mileage	Prevailing IRS rate/mile
Miscellaneous	At Cost

**Notes:**

1. Overtime rates are 1.5 times the hourly rates listed above.
2. Rates are subject to change at the outset of each calendar year.

**BMA** \\ Mechanical +  
 100 Cross Street, Suite 204, San Luis Obispo, CA 93401  
 ph: 805.544.4269 | www.bmaslo.com





**Smith, Fause, McDonall personnel charged at the following hourly rate schedule:**

- Principal Consultants/Engineers: \$220.00 per hour
- Associates/Senior Engineers: \$195.00 per hour
- Project Consultants/Engineers: \$180.00 per hour
- Consultants/Engineers: \$160.00 per hour
- Technicians/CAD/BIM: \$120.00 per hour
- Production/Administrative Assistants: \$65.00 per hour



**Thoma Electric personnel charged at the following hourly rate schedule:**

- Professional Electrical Engineer: \$204 per hour
- Electrical Engineer/Designer: \$178 per hour
- Electrical Design Assistant: \$126 per hour
- Electrical Cost Estimator: \$134 per hour
- Field Technician/Electrician: \$129 per hour
- Computer Aided Design/Drafter \$113 per hour
- Secretarial: \$95 per hour



## PROFESSIONAL RATES

### Fee Schedule - 2021

	TITLE	HOURLY RATE
<b>EXECUTIVE:</b>	<i>Principal</i>	\$250
	<i>Director</i>	\$225
	<i>Project/Construction Executive</i>	\$200
	<i>Associate Director</i>	\$200
<b>MANAGEMENT:</b>	<i>Program Manager/PMCM Manager</i>	\$190
	<i>Cost Manager</i>	\$180
	<i>Scheduling Manager</i>	\$180
	<i>Project Controls Manager</i>	\$185
<b>SENIOR PROFESSIONAL:</b>	<i>Senior Constructability Reviewer</i>	\$180
	<i>Senior Project/Construction Manager</i>	\$175
	<i>Senior Estimator</i>	\$175
	<i>Senior Scheduler</i>	\$175
	<i>Senior Project Controls Engineer</i>	\$175
	<i>Senior Software Engineer</i>	\$175
<b>PROFESSIONAL:</b>	<i>Constructability Reviewer</i>	\$160
	<i>Project/Construction Manager</i>	\$160
	<i>Quality Assurance</i>	\$150
	<i>Cost Estimator II</i>	\$155
	<i>Cost Estimator I</i>	\$145
	<i>Scheduler II</i>	\$155
	<i>Scheduler I</i>	\$145
	<i>Project Controls Engineer</i>	\$145
	<i>Software Engineer</i>	\$145
	<i>Assistant Project/Construction Manager</i>	\$145
	<i>Data Engineer/Analyst</i>	\$125
	<i>Project Engineer</i>	\$125
	<i>Document Control Specialist</i>	\$90
<i>Administrative Assistant</i>	\$75	

Rates are valid through 31 December 2021.



# SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT

- Property location and data on the project site(s)
- Environmental assessment of the proposed site, e.g., Phase I Environmental Study
- As-built documentation for all existing structures on building sites
- CEQA documentation and processing
- County Standards and Specifications prior to Schematic Design phase
- Third-party commissioning, if applicable and beyond the scope, identified
- IT hardware and software selection, procurement, installation, configuration, and training
- Testing and inspection services
- Division Zero and One Specifications
- Planning, building, and other permits, agency, or service fees
- County to administer procurement and management of consultants and contractors not included in this contract
- County to be responsible for all LEED registration fees, paid directly to the USGBC
- County to be responsible for all International Living Future Institute Zero Energy Certification fees, paid directly to ILFI

# SCOPE CLARIFICATIONS AND EXCLUSIONS

We understand that scoping a project of this complexity before the design is difficult and leads room for interpretation. We have compiled our fee based on a review of the RFQ, familiarity of the project, familiarity of site conditions, and industry best practices. However, there are still options and refinements that may be needed or desired by the County, or that may be outside of the control of the design team. The qualifications below are intended for clarification and transparency to facilitate a discussion and scope refinement prior to entering into a formal agreement.

Substantive changes requested by the County or changes in the County's program or direction that are inconsistent with prior approvals are subject to additional services fees. Any additional services that RRM Design Group is asked to perform over and beyond those described in the scope will be billed on a negotiated and County-approved, fixed-fee or hourly basis.

- Building design documents will be completed in BIM at a LOD 300/350. Clash Detection is not included but may be provided if it appears pertinent
- The included project schedule work is provided for design phase coordination. The construction schedule will be provided at level one or two for coordination purposes only
- Assumes FEMA, CLOMR, APCD, CEQA, Flood Control, traffic control, cultural studies or other documents, permits, and processing will be conducted and coordinated by the County
- Assumes lot line adjustment or lot mergers will not be required
- Excludes code updates due to County or other project delays outside of the control of RRM
- Survey work includes ground control, mapping, underground utility location services (e.g., Ground Penetrating Radar), utility surveying, Aerial mapping, and supplemental topographic surveying
- Survey work excludes Record of Survey filing, Corner Record filing, and construction staking.
- Excludes design and documentation of off-site: utilities, surface, landscape, lighting, and/or signal improvements, except as identified on concept plans included with RFQ. Sanitary sewer, water, and storm drain design to street nearest adjacent right-of-way connection are included. Assumes photovoltaic system and structural mount design to be a contractor provided deferred submittal. Performance and proprietary specifications will be included as needed to meet design intent
- Design of retaining walls is limited to approx. 50lf at the southeast corner of the new proposed parking area and 50 lf of miscellaneous retaining wall that may be required for walk and driveway modifications. Other site elements (trash enclosures, free-standing canopies/ pergolas, etc.) are not anticipated or included at this time
- It is assumed that temporary shoring and or supports to facilitate construction are a means and methods construction item provided by the contractor
- It is anticipated that the Geotechnical Report will be provided prior to submitting the design. If the geotechnical report is not provided prior to starting the construction documents, an add service may be required for any changes to the design parameters as a result of the report
- It is assumed that plan review will be conducted by a single agency, plan reviews by multiple review agencies or peer review consultants (retained by the County) would be considered an additional service. Assumes a conventional foundation using continuous and spread footings connected by grade beams will be utilized. An optional fee is included for a mat slab foundation if required from geotechnical or County preference. Other non-conventional foundations (piles, PT-slabs), if required following the geotechnical investigation, may require an additional service.
- Excludes County directed revisions/changes to the floor plan or exterior walls that require changes to the structural layout after the release of backgrounds for the 50 % construction documents phase

- It is assumed that internal building stairs will not be required. If the design changes and stairs are required, RRM assumes stairs will be a contractor-provided deferred submittal steel stair. RRM will provide mounting locations and architectural requirements but not complete structural design
- Equipment anchorage is based on standard MEP and equipment shown in the conceptual plans
- RRM assumes no large-scale interior battery storage (H occupancies) to provide solar back-up power supply for the building. UPS systems are assumed to be lower than H occupancy thresholds and will be coordinated with County IT staff
- RRM assumes a dry-agent fire protection system in the server room only
- Excludes a server room humidification system to be provided by County if required
- RRM assumes adequate utility infrastructure for water and fire water service for agency providers. Design of on-site utility systems (e.g., water storage, pump houses, etc.) are not included
- Excludes temporary shoring and or supports to facilitate construction. This is assumed to be a means and methods construction item provided by the contractor as needed
- Assumes utility services are readily available at the project site. Excludes off-site utility, electrical, or lighting coordination and design
- Excludes all final application for service and PV utility company fees and charges
- Excludes undergrounding and/or relocation of existing utility services within, through, or along the property
- Excludes design and permitting of interim equipment in support of methods of procedure to accommodate cutovers
- Excludes design of generator sound control enclosures beyond manufacturers standard products
- Excludes the design of the lightning protection system. Assumes deferred submittal design-build item by the contractor if selected by County
- Assumes final equipment, furnishings, and system standard information is provided by the County prior to starting 50% of construction documents
- Excludes water reclaim/reuse systems, solar thermal systems design, or other specialty systems not identified or industry standard for a similar use facility
- Excludes additional or extended services due to extenuating circumstances beyond the control of the A/E team (e.g., budget or schedule changes, substitution changes, weather, and labor challenges, etc.)
- Excludes LEED or ILFI certification or documentation, unless specifically included as an optional task
- Commissioning Agent to be responsible for uploading reports and completing Commissioning Credits at LEED Online
- Contractor to be responsible for completion of Materials Calculator for LEED Online Materials and Resources Credits
- International Living Future Institute Zero Energy Certification Requirements require zero combustion on-site unless it is an approved exception and methods are enacted to reduce the need and impact of combustion systems. Diesel Emergency Generation is an exception but may require load-shedding or other means to reduce the use of burning diesel and may have operational or preferential impacts.
- County to be responsible for providing all energy performance data for the consecutive 12-months required by ILFI. RRM to compile and submit for verification to ILFI when complete.
- Assumes use of County standard bid forms and General Conditions
- Excludes SWPPP/QSP inspection or monitoring services



P.O. Box 1962, Paso Robles, CA 93447  
805.712.6359, [sarah.palt@paltandassociates.com](mailto:sarah.palt@paltandassociates.com)

Tuesday April 27<sup>th</sup>, 2021

To  
Charles Dellinger  
rrm design group  
3765 S. Higuera #102  
San Luis Obispo, CA 93401

RE: Commissioning Proposal for County of Santa Barbara Regional Fire Communication Facility Project in Santa Barbara, CA.

Dear Charles,

Palt & Associates would like to propose the following fixed total commissioning fee of **\$25,000.00** for the above listed project in Santa Barbara, California. Included in this price are Commissioning work required by CAL GREEN, LEED: Fundamental (EA Prerequisite 1) and Enhanced LEED Commissioning. This proposal does NOT include the LEED "Measurement & verification" credit (EA c3).

Commissioning will be performed according to the California Energy Code, Cal Green and LEED requirements. Listed below are the tasks included in the above commissioning fee.

- Review and comment of Owner's Project Requirements (OPR)
- Review of the Basis of Design (BOD) as it applies to the OPR with a written explanation as to how the BOD meets the OPR. The BOD shall include a description of the following systems:
  - HVAC systems and controls
  - Indoor/Outdoor lighting systems and controls
  - Water heating systems
  - Landscape irrigation systems
  - Water reuse systems
- Design Phase Review: Design Review will be performed by an "in house" engineer of the Mechanical Engineering Company (who is not associated w/ the project) as the building is between 10,000 and 50,000 SQFT. The Commissioning CxA will review the Design review for completeness.
- Development of Commissioning measures shown in construction documents.

*Commissioning Proposal Santa Barbara Regional Fire Communication Facility*

- Development of a Commissioning Plan based on the requirements of the project documents. Included in the Commissioning Plan shall be:
  - General project information
  - Commissioning goals
  - List the systems to be commissioned and the goals expected
  - Commissioning team information
  - Commissioning process activities, schedules and responsibilities
- Meeting to discuss the design criteria and owners intent for the project. This will be part of the Commissioning Plan and the BOD during the Design Phase.
- Commissioning schedule and commissioning tasks for individual commissioning team members (principals, designers, project manager and mechanical contractors)
- Development of pre-functional and functional performance testing and validation matrix to verify correct installation and performance of all mechanical systems installed.
- All mechanical systems are validated per CAL Green and LEED requirements and include all HVAC systems and associated mechanical sub systems consisting of controls, domestic hot water systems, plumbing systems, electrical including interior and exterior lighting systems and irrigation system.
- Validation of Test and Air Balance.  
*(This proposal does not include any Test and Balance services)*
- All validation test equipment provided by Palt & Associates will carry current certificates of calibration.
- Provide agendas and witness owner training for all mechanical, electrical and plumbing components.
- Written System Manual provided by contractors and compiled by CxA.
- Site visits during the construction phase of the project are projected as follows:
  - Kick Off Commissioning Meeting (1)
  - Pre-functional Performance Testing (1)
  - Start-up of equipment (1)
  - Air Balance Validation (1)
  - Functional Performance testing (2)
  - Job site visits and attendance of project meetings as needed during the course of the project (2)
  - 10-month review after completion of the building (1)

A total of 9 site visits are included in this proposal. Project and Contractor meetings will be attended per phone conference whenever possible. If more site visits will be necessary during the duration of the project due to reasons not caused by Palt & Associates, any additional site visit will be billed at \$135.00 per hour including travel time.

*Commissioning Proposal Santa Barbara Regional Fire Communication Facility*

- Written final Commissioning Report that will be submitted to the owner as part of the certification process. The report will refer to Operations and Maintenance Manual compiled by the responsible contractor of each trade and will include all field inspection reports of the project.
- 10-month review of the entire building mechanical system for CAL Green and Enhanced Commissioning.

Should you have any questions concerning this proposal, please feel free to call me at 805-712-6359.

Thank you for the opportunity to provide this proposal to you.

Sincerely,



Sarah Palt, CEO  
Palt & Associates

Proposal accepted by:

---



**EXHIBIT B**

**CONSULTANT'S STAFF & SUBCONSULTANTS**

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

**END EXHIBIT B**



County of Santa Barbara: General Services  
**Capital Division**

**EXHIBIT C**

**CONSULTANT'S COMPENSATION**

**1. COMPENSATION SUMMARY**

a.	Consultant's <b>Fixed Fee</b> for the <b>Basic Services</b> described in <u>Exhibit A, "Consultant's Scope of Work and Hourly Rates"</u> shall be:		
	Design Services for Base Services		\$1,175,061
	Design Services for Optional Tasks O.1, O.2, and O.6		\$151,221
	<b>SUBTOTAL: Fixed Fee for Basic Services</b>		<b>\$1,326,282</b>
b.	<b>Allowance for Reimbursable Expenses pursuant to Part 10.02</b>	1	<b>\$0</b>
c.	Allowance for Additional Basic Services (PSA Part 5.04) and Supplementary Services (PSA Part 10.03) that may be authorized by the Owner in writing pursuant to issuance of a <b>Supplementary Services (SS) Order</b> , issued during the period of the PSA.		<b>\$43,310</b>
1.		1	<b>\$1,369,592</b>
2.	Additional Site Visits Including All Reimbursable Expenses:		
i.			
ii.			
iii.			
<b>2.</b>	<b>MAXIMUM COMPENSATION (a+b+c+d)</b>		<b>\$1,369,592</b>



County of Santa Barbara: General Services  
**Capital Division**

**3. PROGRESS PAYMENTS**

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

b. For **HOURLY FEE** portion, Progress Payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A or B to the PSA.  
**(Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown)**

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

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

**END EXHIBIT C**



County of Santa Barbara: General Services  
**Capital Division**

**EXHIBIT D**  
**Indemnification and Insurance Requirements**  
**(For Design Professional Contracts)**

**INDEMNIFICATION**

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

**NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS**

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

**INSURANCE**

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

A. **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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



County of Santa Barbara: General Services  
**Capital Division**

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.



County of Santa Barbara: General Services  
**Capital Division**

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.

**END EXHIBIT D**

**EXHIBIT E**  
**NOTICES**

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

a. **Owner:**

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

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

b. **Consultant:**

RRM Design Group  
3765 South Higuera, Suite 102  
San Luis Obispo, CA 93401

Attention: Michael Scott, RA, Principal

**END EXHIBIT E**