

COUNTY OF SANTA BARBARA
General Services Department - Facilities Services Division
PROFESSIONAL SERVICES AGREEMENT
for
Architectural and Engineering Services

This Agreement, made this 23rd day of August, 2007, by and between the County of Santa Barbara, hereinafter referred to as "COUNTY," and the design firm known as Austin Building and Design, Inc. dba The Austin Company, duly licensed under the laws of the State of California to practice Architecture and Engineering and provide the services described herein, in the State of California and hereinafter referenced as "A/E," for the following Project: New Cuyama Aquatics Complex (hereinafter referenced as "Project"), Project No. 8656.

A/E shall perform Architectural and Engineering Services which shall include the following:

- A. deleted
- B. Schematic Design Phase
- C. Design Development through Construction Phases:
 - 1. Design Development
 - 2. Construction Documents
 - 3. Cost Estimates
 - 4. Bid and Award
 - 5. Construction Administration

The Estimated Initial Construction Budget for the Project is \$1.35 million, (plus \$400,000 in add options) excluding construction contingency.

The services listed above are to be performed as detailed in Article I of this Agreement.

W I T N E S S E T H:

In consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1. RESPONSIBILITIES OF A/E:

The A/E will provide the services for the COUNTY Project as described herein and under Attachment A, "Scope of Services." Attachment A is attached hereto and incorporated herein by reference as though here fully set forth. The project location is just south of Richardson Park and east of Wasioja Street, New Cuyama, CA (APN 149-040-003). The proposed

project identified for the site is an Aquatics Complex anticipated to include the following:

- Recreational Pool
- Wading Pool
- Future Wet Play Area
- Restroom / Shower / Pool Equipment Building
- Parking

ARTICLE 2. RESPONSIBILITIES OF THE COUNTY:

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

- A. The COUNTY will provide information regarding requirements for the Project and construction budget. COUNTY will provide a Project program during the Pre-design Phase. The program will set forth the COUNTY'S design objectives, constraints, and criteria, including site requirements, space requirements and relationships, flexibility and expandability, and special equipment and systems.
- B. The COUNTY will review with the A/E, the COUNTY'S lines of authority, decision processes, and other procedures regarding the Project. To provide a single reliable source of decisions on the Project, the COUNTY'S designated representative who is authorized to act in the COUNTY'S behalf with respect to this Project is Jill Van Wie. The A/E will accept directives from the above-referenced COUNTY designated representative only and not from other COUNTY employees.
- C. The COUNTY will furnish an accurate land survey of the site, giving, as applicable, grades and lines of streets, alleys, pavements and adjoining property; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and floor elevations pertaining to the buildings, other improvements and trees; and information describing existing service and utility lines both public and private, including elevations of surface fixtures and subsurface lines.

- D. The COUNTY will furnish soils data when such data is requested by the A/E, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions and recommendations, interpretations, and opinions regarding such soil data from the responsible soils engineer. The geotechnical report shall also include foundation design recommendations, site preparation and design recommendations, investigation of geologic hazards, and if requested by the A/E, a ground motion study.
- E. The COUNTY will furnish structural, mechanical, chemical, soils, and other laboratory tests, inspections, and reports as required by law or the contract documents.
- F. The COUNTY will provide the necessary forms or models of the COUNTY'S standard construction documents, such as advertisement for bids, information for bidders, bid form, bonds, agreement (construction contract), and the general and special provisions of the construction contract.
- G. The COUNTY will provide a Project schedule at the beginning of the Project showing any fixed dates or durations applicable to the Project (such as, funding deadlines, review periods, anticipated periods of Project suspension, and construction deadlines) and shall update this schedule as additional dates and durations become known.
- H. The services, information, surveys, and reports required in items A through G above shall be furnished at the COUNTY'S expense.

ARTICLE 3. FEE AND PROVISION FOR PAYMENT:

- A. Fee: Based on the terms defined in Article 5 below, the COUNTY will pay the A/E a Fee of **Two Hundred Sixty-Six Thousand Four Hundred (\$266,400)** which includes \$190,400 for Schematic Design through Plan Check (based on the \$1.75 million Construction Budget), and \$76,000 for Construction Administration phase; all for work as described in this Agreement and in Attachment A.

In the event of a Construction Budget expansion up to, but not greater than, \$2.5 million, the Schematic Design through Plan Check portion of the Fee shall be 11% of the Estimated Project

Construction Cost at completion of Schematic design, and all other portions of the Fee remain the same. For an expansion of the Construction Budget greater than \$2.5 million, the 11% for Schematic Design through Plan Check portion of the Fee shall be renegotiated downward, and the Construction Administration portion of the fee shall be increased proportional to any construction duration increase from that stipulated in Attachment C. However, the combined fee for Schematic Design through Construction Administration phases shall not exceed 16% of the Project Construction Cost. Fee shall not be less than the above stated amount.

Fee shall be invoiced based on Attachment B. Any additional applicable hourly rate billings as authorized in Article 4 shall be based on the information contained in Attachment B. Attachment B is attached hereto and incorporated herein by reference as though here fully set forth. ~~Each portion of the Project let separately on a segregated bid basis shall be considered a separate Project only for the purpose of determining the fee for services for Design Development through Construction Administration in accordance with the Schedule of Fees in Attachment B.~~

- B. Reimbursable Expenses: Included in Fee in Paragraph 3.A.
- C. Records: The A/E shall keep records concerning payment items on a generally recognized accounting basis and make such records available to the COUNTY for audit or inspection upon request. Reasonable records of financial activity shall be maintained for a period of four (4) years following completion of the work assigned. Such records shall be available for COUNTY inspection or audit by COUNTY employees or independent agents during reasonable business hours.
- D. Payments: COUNTY shall process once each month and pay A/E's invoices within thirty (30) days. Invoices must be referenced by Board Contract Number or Purchase Order Number, whichever is applicable.

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

- A. Compensation for extra work, changes, or expenses shall be in addition to the amount set forth in Article 3 above. ~~Actual~~ Cost shall be based upon hourly rates and other information as set forth in Attachment B.

- B. No extra work shall be done, and will not be paid for by COUNTY, unless approved in advance in writing by COUNTY'S Representative.
- C. Compensation for extra work is conditioned on the execution by the parties of a written amendment to this Contract, and, if necessary, the approval of the Board of Supervisors.

ARTICLE 5. CONSTRUCTION COST:

A. Definitions:

1. **Construction Budget:** Means the COUNTY'S statement of funds available for the cost of construction work, excluding construction contingency. The construction budget does not include the compensation of the A/E and the A/E's consultants, the cost of the land, rights of way, or other costs which are the responsibility of the COUNTY as provided in Article 2. **The Construction Budget for the Project is \$1.75 million.** The Construction Budget may be modified upward based on A/E's Estimated Project Construction Cost at completion of Schematic Design.
2. **Estimated Project Construction Cost:** Means the A/E's estimate for the entire Project's current cost of construction. The County will apply a 10% construction contingency on top of this estimate. The estimate shall include the major categories of work with such significant subdivisions of cost as may be indicated by the construction specifications categories, and the type, size, and complexity of the Project.
3. **Designated Cost Index** is derived from Means Building Data for the current calendar year. The Means City Cost Index used shall be the City Cost Index weighted average for Santa Barbara, CA.
4. **Approved Estimate:** Means the latest estimated Project construction cost approved in writing by the COUNTY, as adjusted to the designated cost index.

5. **Project Construction Cost:** Means the construction cost of the Project based on awarded low bid, and excludes construction contingency and change orders.

B. Responsibility for Construction Cost:

Funding for the estimated Project construction cost, prepared and submitted by the A/E, is conditioned and becomes effective only following approval of the COUNTY Representative, and, if applicable, the Santa Barbara County Board of Supervisors, at which time it becomes known as the "Construction Budget." The Means City Cost Index (MCCI) is recognized as the official cost index, and the A/E is to use this index in the preparation of construction cost submittals, with appropriate adjustments calculated on current costs in COUNTY, based on the date of estimate.

The A/E will employ ~~contract at its own expense with~~ a qualified ~~independent~~ cost estimator approved in writing in advance by COUNTY. The cost estimator shall perform an estimate of the cost of constructing the Project as designed. The cost estimator shall not ~~be an employee of the A/E or any other consultant on the Project, nor is the estimator to~~ be an employee of the COUNTY. In the event that the individual cost estimate exceeds the Construction Budget by more than 10%, the A/E, at its sole expense, shall redesign the Project to conform to the Construction Budget.

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

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

ARTICLE 6. CODE COMPLIANCE:

- A. California Code of Regulations. It is the responsibility of the A/E to assure that the design of the Project complies with all applicable design and construction standards set forth in the California Code of Regulations, including but not limited to Title 8, 17, 19, 21, 22, and 24. The A/E shall prepare and submit a code analysis report to the COUNTY at the Design Development phase. The report shall provide a complete listing of all applicable codes, ordinances, and regulations in effect at that time.
- B. Working Drawings. The currently adopted Uniform Building Code (UBC), published by the International Conference of Building Officials (ICBO), will be used to plan check the working drawings for this Project.
- C. Other Applicable Codes. Construction work on COUNTY projects shall comply with the most recent State-adopted codes, National Fire Protection Association (NFPA), Life Safety Code, Fire Protection Code, and the Health and Safety Code.
- D. Persons With Disabilities. All facilities must be accessible to, and usable by, persons with disabilities. Construction will comply

with current standards established by the Office of the State Architect, Access Compliance Section and Federal ADA Accessibility Guidelines (ADAAG). Where the standards established by the Office of the State Architect conflict with the Federal ADAAG, the A/E shall comply with the Office of the State Architect Guidelines.

ARTICLE 7. AGENCY REVIEWS:

The COUNTY is subject to the building codes and regulations of local political subdivisions referred to in Article 6, and shall obtain any related building permits. Liaison with local utilities, fire-fighting and alarm systems, and compliance with roadway standards is required. This interface will be handled by the COUNTY, its designated representatives, and supported by the A/E. The COUNTY will submit applications for agency approval for all projects, and will arrange all meetings with these agencies. A/E or their staff shall not discuss projects with representatives of government agencies or public utilities unless a representative of the COUNTY is present or they have been given specific instructions on matters to be discussed.

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

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

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

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

ARTICLE 8. TERMINATION, SUSPENSION, OR ABANDONMENT OF AGREEMENT:

- A. COUNTY shall have the right to terminate this Agreement, with or without cause, upon giving a thirty (30) day written notice of such termination to the other party. In the event of the termination of this Project in its entirety, notwithstanding any other fee provision of this Agreement, the COUNTY, based upon work accomplished by the A/E prior to notice of such termination, will determine the amount of fee to be paid to the A/E for his service based upon provisions in Attachment B, together with reimbursement then due, less all payments previously made by the COUNTY to the A/E under this Agreement, and less any damages suffered or reasonably expected to be suffered by the COUNTY due to the A/E's breach or failure to perform, limited to the cost of architectural and engineering services to complete the work not performed by A/E, less the remaining unpaid balance of the A/E's contract. Such findings of the COUNTY shall be final and conclusive as to the amount of such fee.
- B. In no event shall COUNTY or A/E be liable to the other in any manner for consequential damages or extended overhead or any similar expenses or for any unrealized profit. ~~which might have been made by A/E had A/E completed the services required by this Agreement.~~ The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.
- C. In the event of termination of any portion of this Project, the COUNTY will use the following approach in determining fair compensation: For fully performed and accepted items of Service, and authorized Reimbursable Expenses pursuant to any Project Agreement, compensation will be in the amount specified in the Project Agreement for that item of Service or expense. For items of Service on which COUNTY has issued an Authorization to Proceed but which have not been fully completed and accepted, A/E will be compensated for its Services accepted by COUNTY in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service. It is the COUNTY's intent that A/E shall be entitled to the reasonable value of his services up to the date of the termination, as determined by the COUNTY.
- D. In ascertaining the amount of compensation hereunder, consideration shall be given to both completed work and work in process but shall not

exceed the stated fee for any given work item as set forth in this Agreement. All work, charts, plans, records, and other documents pertaining to the Project which are in the possession of the A/E shall be delivered promptly to the COUNTY upon termination of this Agreement.

ARTICLE 9. TERM:

The term of this Agreement shall commence on the 23rd day of August, 2007. An initial completion schedule clearly delineating all important increments and review dates as shown in Attachment C. Attachment C is attached hereto and incorporated herein by reference as though here fully set forth. This Agreement shall terminate as set forth in Attachment C unless terminated earlier as provided herein.

ARTICLE 10. CONFLICTS OF INTEREST:

No member, official, or employee of the COUNTY during his tenure, or for one (1) year thereafter, shall have any personal interest, direct or indirect, in this Agreement or the proceeds thereof. No party hereto shall take any action which is inconsistent with the provisions of this Article.

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

- A. Ownership: The ownership of all data collected for use by the A/E under this Agreement, together with working papers, drawings, and other material necessary for a complete understanding of the plans/Project and necessary for their practical use/implementation shall be vested in the COUNTY. Ownership of original data, drawings, documents, reports, etc., shall be vested in the COUNTY. Vesting of ownership, as described in this paragraph, shall occur upon payment of fees and reimbursable expenses due the A/E, whether such documents and materials are complete or incomplete.

- B. Copies: The A/E may retain a copy of all instruments of service for his own use. The A/E shall provide to the COUNTY three (3) copies (unless otherwise noted in this Agreement) of all documents required to be submitted for each phase as outlined in Attachment A, and at ninety-five percent (95%) completion, to the COUNTY as part of this Agreement. At completion of the Project, or upon written request by the COUNTY, all A/E data, drawings, documents, reports, etc., relative to the Project shall be delivered to the COUNTY as part of this Agreement.

- C. Use of Documents: COUNTY shall thereupon assume the right and privilege to utilize for any purpose whatsoever any completed or incomplete data, drawings, specifications, estimates, reports, etc., or other contract documents which were prepared by the A/E under this Agreement regardless of continuation, suspension or termination of the Project or the services of the A/E. In the event the COUNTY elects to reuse documents on another project without employing the services of the A/E who prepared these documents, the COUNTY shall defend, indemnify, and save harmless the A/E, its officers, agents, owners, and employees.

ARTICLE 12. RECORDS, AUDIT, AND REVIEW:

A/E shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of A/E'S profession and shall maintain such records for at least four (4) years following the termination of the Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during A/E'S regular business hours or upon reasonable notice.

ARTICLE 13. COVENANT AGAINST CONTINGENT FEES:

- A. Warrant: The A/E warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure the Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the A/E, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award of making of this Agreement. For breach or violation of this warranty, the COUNTY shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.
- B. Current or Future Interest: The A/E maintains no agreement, employment, or position which would be in conflict with the duties to be performed for the COUNTY under this Agreement. The A/E further agrees that, during the term of this Agreement, the A/E will not obtain, engage in, or undertake any interest, obligation, or duty which would be in conflict with, or interfere

with, the services or duties to be performed under the provisions of this Agreement.

ARTICLE 14. CONTRACT PERSONNEL:

The work to be done pursuant to this Agreement shall be managed by Daniel Brooking, and such other personnel in the employ or under the supervision of the A/E who are expressly approved in writing by the COUNTY. The official who shall be vested with the right of approval of such additional personnel or outside contracting parties shall be the Director of General Services or the designated representative. The COUNTY reserves the right to reject any of the A/E'S personnel or proposed outside consultants and the COUNTY reserves the right to require that acceptable replacement personnel be assigned to the Project.

To the extent deemed necessary by the A/E, the A/E shall employ planners and aquatic, mechanical, electrical, structural, and civil engineers licensed as such by the State of California and such other consultants necessary for the provision of services under this Agreement. The A/E shall use those consultants named in the A/E'S Statement of Qualification previously submitted, for each professional element of service of the Project. The A/E shall have the right to change consultants with COUNTY approval. Nothing in the foregoing shall create any contractual relation between the COUNTY and any consultants employed by the A/E under terms of this Agreement. The A/E is responsible for the performance of consultants as if it rendered such performance itself.

ARTICLE 15. INDEMNIFICATION:

A. Indemnification pertaining to Design Professional Services:

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

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

- B. A/E shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.
- C. A/E shall have no obligation to defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct on the part of the COUNTY or its agents or employees or other independent contractors responsible to it.

ARTICLE 16. INSURANCE:

- A. Without limiting the A/E'S indemnification of the COUNTY, A/E shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of not less than A VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place A/E in default. Upon request by the COUNTY, A/E shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.
 - 1. **Worker's Compensation Insurance.** Statutory Workers' Compensation and Employers Liability Insurance shall cover all A/E'S staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, major change in coverage, or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event A/E is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by Department of Industrial Relations for State of California. This provision does not apply if A/E has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and A/E submits a written statement to the COUNTY stating that fact.
 - 2. **General and Automobile Liability Insurance.** The general liability insurance shall include personal injury

liability coverage, shall afford coverage for all premises and operations of A/E and shall include contractual liability coverage for this Agreement between COUNTY and A/E. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles which are operated on behalf of A/E pursuant to A/E'S activities hereunder. COUNTY, its officers, employees, and agents shall be named as Additional Insureds on any policy. A copy of the endorsement evidencing that the COUNTY has been added as a named additional insured on the policy, must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. Personal injury liability coverage shall also be in the amount of not less than \$1,000,000 per occurrence and aggregate. Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form: "Such insurance as is afforded by this policy shall be primary and contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only." Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. **Professional Liability Insurance.** Professional liability insurance shall include coverage for the activities of A/E'S professional staff with a combined single limit of not less than \$1,000,000 per occurrence and aggregate for bodily injury and property damage. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the A/E is required to maintain such coverage for a minimum of three (3) years following completion of the performance or attempted performance of the provisions of this agreement.

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

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

ARTICLE 17. INDEPENDENT CONTRACTOR:

A/E shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. A/E understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance retirement, unemployment insurance, workers' compensation and protection of tenure.

ARTICLE 18. NON-DISCRIMINATION:

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

ARTICLE 19. ENTIRE AGREEMENT AND AMENDMENT:

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of

the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest, or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver, or estoppel.

ARTICLE 20. LAW GOVERNING:

This Agreement shall be governed by the laws of the State of California.

ARTICLE 21. ASSIGNATION OF CONTRACT:

Neither the COUNTY nor the A/E shall assign, sublet, or transfer any right, privilege, or interest in this Agreement or any part thereof without prior written consent of the other. However, nothing in this Agreement shall restrict the COUNTY from obtaining the same or similar service through COUNTY employees, other architects, other resources, or by arrangements with other agencies. The A/E may engage in similar activities to the extent that such work does not conflict with the proper performance of services to the COUNTY under this Agreement.

ARTICLE 22. COMMUNICATION:

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

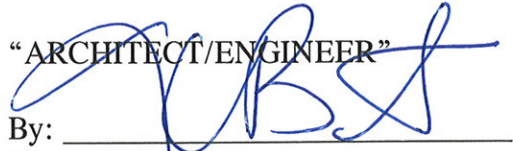
COUNTY:

ATTN: Jill Van Wie
County of Santa Barbara
General Services Department
Facilities Services Division
1105 Santa Barbara Street, East Wing, 2nd Floor
Santa Barbara, CA 93101

ARCHITECT/ENGINEER:

ATTN: Ken Stone
The Austin Company
6410 Oak Canyon
Irvine, CA 92618

ACCEPTED AND AGREED this 23rd day of August, 2007.

“ARCHITECT/ENGINEER”


By: _____
Kenric B. Stone
VICE PRESIDENT AND GENERAL MANAGER

“COUNTY”
COUNTY OF SANTA BARBARA

ATTEST:

By: _____
Brooks Firestone _____, CHAIR
BOARD OF SUPERVISORS

By: _____
MICHAEL F. BROWN
CLERK OF THE BOARD

APPROVED AS TO FORM:
FORM:

APPROVED AS TO ACCOUNTING

By: _____
STEPHEN SHANE STARK
COUNTY COUNSEL

By: _____
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

APPROVED AS TO INSURANCE FORM:

By: _____
RAY AROMATORIO
RISK PROGRAM ADMINISTRATOR

ATTACHMENT A

SCOPE OF SERVICES

1. SCOPE OF SERVICES

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

2. DEFINITIONS

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

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

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

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

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

2.4.2 Approval, where required for an item, shall be obtained by the contractor from the A/E through the designated representative in writing.

2.5 Suitable, reasonable, proper, correct, and necessary: Such terms shall mean as suitable, reasonable, proper, correct or necessary for the purpose intended as required by the contract documents, subject to the judgment of the designated representative.

3. GENERAL

3.1 **Coordination**: In the performance of the A/E'S services under this AGREEMENT, the A/E agrees that it will maintain such coordination with COUNTY officials as may be requested and desirable, including primary coordination with the County's designated representative in the Department of General Services, Facilities Services Division. The A/E shall assist the COUNTY as required in fulfilling requirements set forth by appropriate authorities and funding agencies whose interests bear on the design, cost, and construction of the Project, including the Arts Commission. The A/E shall abide by all regulations imposed by the appropriate authorities and funding sources (e.g., auditing requirements and payroll affidavits). The A/E shall cooperate with other professionals employed by the COUNTY for design of other work related to the Project. The A/E shall consult, to the extent required by the COUNTY, with authorized employees, agents, and/or representatives of the COUNTY relative to the design and construction of the Project.

3.2. **Administration**: The A/E shall provide all required personnel, supervision, and supplies in a timely manner to adequately perform the responsibilities, as set forth in this AGREEMENT, in a reasonable and competent manner. It is the responsibility of the A/E to obtain and administer the employment of personnel having the background, training, and experience to perform the work; to coordinate and arrange the schedules; to withhold for FICA and Federal and State unemployment payments; and to review and assure the maintenance of any necessary licenses, certificates, memberships, and other qualifications necessary for the services to be provided.

3.3 **Quality of Service**: The A/E is responsible for reasonable and customary professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the A/E under this AGREEMENT. The A/E shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the designs, drawings, specifications, reports, and other services.

3.4 **Post-approval Responsibility:** The COUNTY'S approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the A/E of responsibility for the technical adequacy of its work. Neither the COUNTY's approval, acceptance, or payment for any of the services shall be construed as a waiver of any rights under this AGREEMENT or of any cause for action arising out of the performance of this AGREEMENT.

3.5 **Schedules.** To ensure a smooth progression in the administration of the Project, and to meet certain inevitable deadlines, schedules for the conduct of the work are required. If the A/E realizes that a deadline cannot be met, prompt notice in writing to the designated representative regarding the impending delay is expected. If, in COUNTY'S estimation, circumstances warrant, an extension of time may be granted. The A/E will also be entitled to an extension of time for delays attributable to the COUNTY, when such delays will cause a departure from the originally approved schedule. A preliminary schedule of Project activities is detailed in Attachment C to this AGREEMENT.

3.6 **Minutes and Reports:**

3.6.1 **Minutes.** The A/E is required to prepare typewritten minutes of all meetings with representatives of the COUNTY within two (2) days of the meeting. The designated representative will review, revise if necessary, approve, and return the minutes to the A/E. A/E shall, within two (2) days of receiving approved minutes from the designated representative furnish one (1) copy thereof to each person in attendance, revised per COUNTY'S direction.

3.6.2 **Reports.** A monthly progress report, which is to be submitted by the A/E to the designated representative, is to include the following information:

- * The current phase of the Project (design development, construction document, etc.).
- * The time allotted in the AGREEMENT for that phase.
- * The milestones within that time frame and their scheduled completion dates.
- * The percentage of work completed on the current milestone task(s) as of the report date.
- * The updated construction cost estimate as of the report date.
- * Any deviations from the approved construction documents.

3.7 **Design Change Authorization.** Under some circumstances, extra services may be required of the A/E. Authorization for extra services shall be conveyed to the A/E in writing by designated representative. A written design change authorizes the A/E to commence with the design change immediately. Contract amendments are used to incorporate design changes that directly affect the AGREEMENT between the COUNTY and the A/E, such as change in time of service, change in Project scope, or change of budget. Additional payments to the A/E will be authorized simultaneously by the same contract amendment.

3.8 **Data Review.** The A/E shall review site surveys; existing record documents; seismic data; mechanical, soils, and other test reports; environmental documents; etc., furnished to the A/E pursuant to Article 2 of this AGREEMENT. After also examining the site, A/E shall advise the COUNTY as to whether such data are sufficient for purposes of design or whether additional data are needed and, if so, recommend the manner in which it be provided.

3.9 **Compliance.** The A/E shall prepare construction documents in compliance with applicable requirements of all laws, codes, rules, regulations, ordinances, and standards, including, but not limited to, those specified in Article 6 and Article 7 of this AGREEMENT.

3.10 **Submittal Review.** All submittals from the COUNTY or the contractor must be reviewed by the A/E and returned within fifteen (15) calendar days except as otherwise specified by the COUNTY.

4. **deleted**

5. **SCHEMATIC DESIGN PHASE**

5.1 **General**

5.1.1 The A/E shall evaluate the final Program to ascertain the requirements of the Project and shall review his or her understanding of such requirements with the designated representative. The A/E shall prepare a preliminary evaluation in writing of the Program and the construction budget, each in terms of the other. The A/E shall review alternative approaches to design and construction of the Project with the designated representative.

5.1.2 Upon written authorization by the COUNTY to proceed, the A/E shall prepare, for approval by the COUNTY, schematic design studies incorporating the Program requirements and including:

- * Site plans, floor plans, elevations, sections, perspectives, and other drawings, or graphic material as necessary to describe the Project;
- * Outline specifications indicating architectural, structural, mechanical, and electrical systems and materials proposed; and,
- * A tabulation of both gross and assignable floor areas as compared to the initial Program area requirements. Schematic studies shall be revised until an acceptable design concept has been approved by the COUNTY.

5.1.3 The A/E shall prepare and submit for COUNTY approval a written estimated Project construction cost.

5.2 **Design Responsibility.** The following are minimal requirements for all building projects. Drawings and other material produced or collected by A/E at this phase may be used in the presentation to the COUNTY and may be photographed for presentation to the Board of Supervisors for their approval as required.

5.2.1 **Project Requirements.**

- * Site Utilization Plan (Scale: 1" = 40'0").
- * Depict overall dimensions of proposed building(s).
- * Locate, outline, and identify existing structures on site within a radius of at least three hundred (300) feet measured from the exterior walls of the proposed building. Indicate easements, rights of way, and future roads.
- * Indicate all outdoor features (i.e., parking areas, streets, fire hydrants, paved areas, walks, stairs, retaining walls, handicapped access, etc.) with building floor elevations and elevations of major outdoor features noted.
- * Include section(s) of site, if necessary, to explain changes in level in the proposed building as related to the site.
- * Floor Plans (Scale: Not less than 1/8" = 1'0").
- * Indicate location, sizes, and names of all programmed spaces and other required gross area spaces, including corridors, stairs, toilets, custodial and mechanical areas, and storage rooms.
- * Indicate overall dimensions of each major area of the building(s).

- * Elevations and Sections (Scale: Not less than 1/8" = 1'0").
- * Show all principal elevations of the building(s). Indicate grades and other exterior features. Provide floor-to-floor dimensions.
- * Include sections as necessary to explain the structure and any unusual features of design.
- * Area Tabulation. Tabulate assignable (ASF) and overall gross square foot (OGSF) areas. Develop a space-by-space comparison of schematic design assignable areas with the detailed Project program assignable areas. Tabulations should be by floors and include totals for the building. Efficiency ratios (ASF/OGSF) must also be calculated.

5.2.2 **Cost Estimate.** The cost estimate will be developed from the completed schematic documents and general description of the project. The method of estimating should be appropriate to the type and scale of the Project. Any unusual items of cost should be brought to the attention of the COUNTY at this time.

5.2.3 **Outline Specifications.** The general description will include information pertaining to site, structure, and type of construction. Include brief descriptive statements regarding plumbing, heating, ventilating and air conditioning, and electrical portions of the facility, as well as any unusual features of design. The Construction Specifications Institute (CSI) format is to be used in outline fashion.

5.2.4 **Presentation Drawings.** Prepare one in-house color sketch perspective to convey the overall design to the COUNTY. A normal (eye-level) view of the structure is preferred, but, in some instances, a "birds-eye" view may be needed to convey the full scope of the Project. Landscape features of the site development should be shown in a realistic manner, but should not obscure the structure. One (1) copy of all floor plans, elevations, and other drawings must be rendered and mounted on heavy 30" x 40" boards for ease of presentation and later exhibition by the COUNTY. A minimum of six (6) prints/copies of all schematic drawings, specifications, area calculations, and cost estimates will be required for approval.

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

presentation material must be discussed with the COUNTY before design work begins.

6. DESIGN DEVELOPMENT PHASE

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

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

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

6.2.1 **Project Requirements.**

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

- * Overall dimensions of proposed building(s).
- * Existing and proposed contours at 1'0" intervals.
- * Method of general drainage of the site as affected by the proposed building.
- * Floor and grade elevations including those for stairways, walls, terraces, etc.

- * COUNTY location (key) plan.

6.2.1.2 **Floor Plans** (Scale: Not less than 1/8" = 1'0").

- * Location of doors and windows. Indicate door swings. Indicate area fire separations.
- * Location of all plumbing fixtures such as lavatories, floor drains, water closets, urinals, service sinks, drinking fountains, fire hose cabinets, fire extinguishers, and sprinkler systems as required.
- * Indicate all principal built-in features such as fixed auditorium seats, kitchen equipment, display cases, counters, shelves, lockers, etc.

6.2.1.3 **Elevations and Sections** (Scale: Not less than 1/8" = 1'0").

- * All elevations for the building will show windows, doors, vents, stairs, platforms, retaining walls, etc. Indicate grades, paved areas, etc.
- * Indicate floor, ceiling, and window sill heights.
- * Include longitudinal and transverse sections for each major area, indicating floor elevations, finish exterior grades, ceiling heights, pipe chases, unexcavated areas, basement and area-ways, roof lines, and parapets.
- * Reference all sections and elevations to building plans.
- * Include larger scale drawings (1/4") indicating special design features with notes related to materials and design.

6.2.1.4 **Interior Details.**

- * Detail plans, sections, and elevations should be drawn at not less than 1/4" = 1'0" scale.
- * Specialty space types including, but not limited to, the following should be thoroughly studied in all respects to illustrate the details clearly for review by the COUNTY:

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

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

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

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

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

- * Site development (grading, walks, paving, etc.)
- * Building general construction
- * Mechanical
- * Plumbing
- * Electrical

6.2.1.8 **Mechanical and Electrical Requirements.**

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

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

- * Plumbing. Indicate main wastes and vents, as well as all service mains, including water, air, gas, vacuum, etc. Indicate all pieces of equipment, showing location and required piping connections including pumps, tanks, generators, PRV's, etc.

- * Heating, ventilating, air conditioning, and high-temperature water fitting. Indicate all service mains, including high-temp water supply and return, domestic hot water, chilled water, industrial water, etc. Indicate all air handling equipment and single line duct runs to all outlets including supply and exhaust fan systems, fume hoods, etc. Indicate all pieces of equipment, showing location and required piping connections including pumps, tanks, etc.
- * Electrical. The power and signal layouts should be shown on one set of drawings and the lighting layouts on a different set of drawings using standard symbol conventions. Indicate single line electrical distribution diagram showing primary service to substations and secondary service to distribution switchboards, motor control centers, and panelboards for power and lighting. This should include and show the point of connection to external utilities; i.e., high voltage, telephone, and all signal systems. Indicate each load center unit substation, motor control center, distribution and switchboards, telephone equipment rooms, and closets. Indicate type and locations of lighting fixtures in typical offices, laboratories, corridors, examination rooms, etc., and use a schedule for detail.

6.2.1.8.3 **Drawings of Equipment Rooms** (Scale: Not less than 1/4" = 1'0") shall indicate the layout of equipment to assure adequate space allowance. Include elevations of built-up fan units to assure proper air flow and access to component parts of the units. Telephone/data equipment rooms shall conform to the requirements of the Data Services Division of the General Services Department.

6.2.1.8.4 **Outline Specifications and Descriptions of Materials, Equipment, and Systems** shall include an analysis of mechanical and electrical systems. Include with submission a brief and summary analysis of the principles of operation of the heating, ventilating, and air conditioning system and its controls. The analysis should consist of schematic diagrams and written material. Provide alternate energy efficient systems with comparative costs for construction, operation and maintenance.

7. CONSTRUCTION DOCUMENTS PHASE

7.1 **General.** Based on the approved design development documents (including the estimated Project construction cost), any directives by the COUNTY with respect thereto, and any further adjustments in the scope or quality of the Project, and upon written authorization to proceed with the preparation of construction documents, the A/E shall prepare, construction documents consisting of drawings and specifications setting forth in detail the requirements

for the construction of the entire Project. The construction documents shall be consistent with the approved construction budget and any other standard documents furnished by the COUNTY. The construction documents shall be consistent with the general provisions of the construction contract. A copy of the general provisions can be obtained through the designated representative. Upon fifty percent (50%) and ninety percent (90%) completion of construction documents, the A/E shall submit for COUNTY review and comment copies of the construction documents and structural calculations. Upon completion of schematic design, design development, and at seventy-five percent (75%) completion of construction documents, the A/E shall prepare and submit for COUNTY approval a current estimated Project construction cost.

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

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

7.2 Construction Document Responsibilities.

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

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

- * Mechanical.
- * Lighting and power drawings.
- * Structural drawings.
- * Technical specifications.
- * Cost estimate (itemized material/labor breakdown).

7.2.2 **Title Block.** The A/E will be provided, on computer data media, the COUNTY'S standard title block for use on 24" x 36" vellum. All drawings prepared for the COUNTY will be on 24" x 36" vellum only, unless specified otherwise by the designated representative.

7.2.3 Intentionally Left Blank

7.2.4 **Final Cost Estimate.**

7.2.4.1 **Construction Documents.** The A/E will submit to the COUNTY for review and comment, ninety percent (90%) complete construction documents with a final cost estimate.

7.2.4.2 **Final Corrections.** The final cost estimate should be calculated on current prices based on the date of estimate and be in abbreviated form of a building contractor's estimate giving quantities of materials and unit prices. The COUNTY will return to the A/E a set of these 90% complete construction documents marked with corrections to be made. The A/E is required to correct the construction documents before the COUNTY issuance to bidders.

7.2.5 **Area Calculations.** The A/E should include, with the final submission of ninety percent (90%) construction documents, a calculation of the overall gross and assignable square footage.

7.2.6 **Specifications Review.** When the technical specifications are complete, five (5) copies shall be submitted to the COUNTY for review. A/E shall provide written clarification of all submitted material within ten (10) days of COUNTY'S written request.

7.2.7 **Constructability Review.** A/E shall have a third party perform a constructability review of the drawings and specifications. After review, A/E shall correct the drawings and specifications accordingly along with COUNTY comments.

7.3. Requirements for Specifications.

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

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

8. BIDDING PHASE

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

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

8.2.1 Information to Bidders.

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

slip will be rejected. Revisions to the bidding documents shall be made by addendum only. In the event that A/E receives telephonic or other requests from potential bidders for information or clarification, all such requests shall be immediately referred to COUNTY for response. All addenda will be issued through the COUNTY.

8.2.1.2 Job Walk-Through. In conjunction with the COUNTY designated representative, A/E will conduct a pre-bid job walk and meeting with potential bidders to familiarize the bidders with the Project. Interpretations and clarifications of the construction documents ~~rendered at the pre-bid job walk~~, in response to bidders questions, shall be compiled by the A/E and issued by addenda through the COUNTY.

8.2.1.3 Last Minute Questions. Where questions arise too close to the bid opening for an addendum to be issued, and where the subject matter does not justify deferral of the bid opening in order to issue an addendum, no information is to be given other than that the documents "stand as issued".

8.2.2 Bids Over Budget. Procedures are in place that outline actions that the COUNTY may take in the event the lowest responsible bid received exceeds the adjusted Project budget by more than ten percent. Said procedures are set forth in Article 5.B.2. of the contract to which this document is attached and are incorporated by this reference as though fully set forth herein.

9. CONSTRUCTION ADMINISTRATION PHASE

9.1 General: The construction phase will commence on the date the construction contract is signed and will terminate one year after notice of completion; or, in the absence of a notice of completion, one year after the Project is fully completed.

9.1.2 ~~Within a reasonable time after execution and prior to issuance of a notice to proceed, A/E shall participate in a comprehensive review of construction documents along with COUNTY representatives and the General Contractor. A/E shall participate in a comprehensive review of construction documents along with COUNTY representatives and the General Contractor. A/E, at its sole expense shall obtain the participation of its consultants on previous phases as deemed necessary by COUNTY. The purpose of this session shall be to reduce construction and/or maintenance costs through all possible means. The A/E shall be compensated as an Additional Service for any revisions made to the contract documents arising out of value engineering undertaken pursuant to the terms of this paragraph.~~

9.1.3 The contractor shall prepare a schedule of required submittals not later than fourteen (14) days after the receipt of the notice to proceed. The designated representative and the A/E shall review the contractor's submittal schedule for completeness, fulfillment of specification requirements, and compatibility with the anticipated construction schedule.

9.1.4 The COUNTY's duties shall include, but not be limited to, administration of all communications, records, and meetings; on-site quality control through testing and inspection; monitoring the schedule; negotiation of price changes; and coordination of close-out.

9.1.5 The A/E's responsibilities shall include, ~~but not be limited to~~, interpretation of the contract documents; periodic site observations; review of submittals; provision of documents for proposed changes; and general consultation to the COUNTY on design matters. The A/E shall be fully responsible for all matters related to the A/E's design and all of the A/E's recommendations to the COUNTY which are carried out by the COUNTY.

Periodic Site Visits	Allowance
Structural at foundations (rebar/Concrete pour)	8hrs
Structural at wall construction/structural framing	8hrs
Structural at pre roofing (deck inspection)	8hrs
Architectural at mid point of construction	8hrs
Architectural at punch list	8hrs
Plumbing at rough-in	8hrs
Plumbing at punch list	8hrs
Mechanical at punch list	8hrs/PM
Electrical at punch list	8hrs/PM
Pool consultant at pool rough-in (pre gunite)	Consultant
Pool Consultant at punch list	Consultant
Landscape at pre-planting	Consultant
Landscape at punch list	Consultant
Civil at rough grading	Consultant
Civil at pre-paving	Consultant
Civil at punch list	Consultant
Recommendation: Minimum Site visits shown above	Consultant
General consultation with County	32hrs

9.1.6 The A/E shall at all times have access to the work wherever it is in preparation and progress. When directed by the designated representative, the contractor shall provide facilities for such access at the contractor's cost so the A/E may perform his functions under the contract documents.

9.1.7 All written communications to the contractor will be issued by the COUNTY with copies sent concurrently to the A/E. Unless the A/E provides timely

notification to the COUNTY in writing that the A/E disagrees with the content of a COUNTY communication with respect to design matters, the A/E shall be deemed to agree with the content of the COUNTY communication.

9.2 Interpretation of the Contract Documents

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

9.2.1.1 The A/E shall interpret the requirements of change orders and decide all other questions of design intent in connection with the work.

9.2.2 It shall be the responsibility of the A/E to make interpretations and render opinions in regard to all claims to the COUNTY or designated representative involving questions of interpretation of the intent of the drawings and specifications. Such opinions and interpretations, together with the reasons therefore, shall be furnished in writing by the A/E to the COUNTY, designated representative, and contractor within ten (10) days after a request is made thereof.

9.2.3 Neither the contractor, the designated representative, nor the COUNTY shall be bound by any determination, interpretation, or opinion of the A/E if it is determined that such is not in accord with the true intent of the contract documents. The party taking issue with the determination, interpretation, or decision of the A/E shall give the other party or parties, as the case may be, written notice of such fact within ten (10) days after the determination, interpretation, or opinion is rendered by the A/E. However, it is the intent of this Section that in the actual performance of the work, the contractor and the designated representative shall, in the first instance, proceed in accordance with the instruction given by the A/E unless the COUNTY and the designated representative mutually agree that the contractor and the designated representative shall proceed otherwise.

9.3 Changes to the Contract Documents:

9.3.1 **Change Order Authority.** The A/E has no authority to issue change orders. All requests for proposals shall be prepared by the A/E, shall be approved by the COUNTY or Director of General Services, and shall be issued to the contractor through the designated representative.

9.3.2 Intentionally left blank.

9.3.3 **Minor Changes.** The A/E will have the authority to order, through the designated representative, minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents. Such changes will be effected by written order and such changes shall be binding on the COUNTY, the designated representative and the contractor. The contractor shall carry out such written orders promptly.

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

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

9.4 **Construction Responsibilities:**

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

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

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

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

In requesting approval of deviations or substitutions, the contractor shall provide evidence leading to a reasonable certainty that the proposed substitutions or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the A/E, the evidence presented by the contractor does not provide a sufficient basis for such reasonable certainty, the A/E shall inform the COUNTY of this opinion.

The A/E will judge the design and appearance of proposed substitutes on the basis of their suitability in relation to the overall design of the Project, as well as for their intrinsic merits, such as quality of materials and manufacturing, utility and life expectancy. The A/E will not approve proposed substitutes as equal to items specified which, in its opinion, would be inharmonious, or otherwise inconsistent with the character or quality of design of the Project.

Any additional cost, or any loss or damage, arising from the substitution of any material or method for those originally specified or drawn shall be borne by the contractor notwithstanding approval or acceptance of such substitution by the COUNTY or the A/E, unless such substitution was made at the written request or direction of the COUNTY and the A/E. Third-time review of contractor's submittals will be considered additional service.

9.4.3 Schedule of Values and Progress Payments.

The contractor will submit a detailed breakdown, by task, of cost for the Project total (including contract amendment costs) to the A/E and the COUNTY for review and approval. This breakdown is to be used as a basis for making progress payments and will be referred to as the Schedule of Values. The Schedule of Values, submitted by

the contractor shall be evaluated by the A/E within ten (10) days. This evaluation shall determine that the schedule represents an accurate assignment of values to the various divisions of work.

The designated representative must also approve the Schedule of Values submitted by the contractor. Once approved, the designated representative distributes signed copies to the A/E, contractor, and to the General Services Department Accounting Office.

~~The A/E shall review and approve Contractor's applications for progress payments to recommend COUNTY approval or not based on A/E's latest knowledge. Once approved, the A/E forwards the document to the designated representative. The A/E may decline approval of an application for payment if, in its opinion, the application is not adequately supported.~~

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

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

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

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

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

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

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

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

Initial submittal. An ~~Three (3) bound~~ electronic copy to the COUNTY.

Re-submittals. As required by the A/E, the A/E will furnish the COUNTY with one electronic copy of the re-submittal notice. All communication and correspondence between the A/E and the contractor should take place through the designated representative.

Final submittal. Within fifteen (15) days after receipt of Notice of Approval, the contractor will submit two (2) corrected bound copies to the A/E and two (2) corrected bound copies to the COUNTY.

9.4.6 Field Orders. To be used only for emergency instructions to the contractor where the time required for preparation and execution of a formal contract amendment would result in delay or stoppage of the work. The COUNTY must approve a field order before it is issued. A duly authorized contract amendment will replace field orders as soon as possible and will reference the appropriate field order.

Following signature by the A/E, the contractor, and the COUNTY, the COUNTY will distribute copies to the contractor and the A/E.

9.4.7 Contract Change Orders. In accordance with the general and special provisions of the construction contract and this AGREEMENT, changes in the work will be authorized using the COUNTY's contract change order procedure. Requests for any changes that might result in a change in contract price or contract time will be directed to the COUNTY.

9.4.7.1 Proposal request. A proposal request is a request from the COUNTY to the contractor for submittal of an itemized quote for a proposed change in the scope of the contract work. The A/E will prepare a Proposal Request form at the direction of the COUNTY, for the COUNTY's submittal to the contractor with a

copy going to the A/E. The designated representative will maintain a log of proposal requests.

9.4.7.2 **Cost proposal.** In response to the proposal request, the contractor will submit a quote, or cost proposal. The cost proposal should include documentation from subcontractors and should itemize any adjustments to the contract sum or to the Project Schedule. The cost proposal will be submitted to the COUNTY with one copy going to the A/E.

9.4.7.3 **A/E's Recommendation.** The A/E will review the contractor's cost proposal and submit a recommendation to the COUNTY. The COUNTY will review both the contractor's cost proposal and the A/E'S recommendation and either approve or disapprove the proposed adjustment to the contract sum/contract time. When requested by COUNTY, A/E shall provide a cost estimate independent of the contractor's proposal. Such A/E'S review and estimate will be considered an additional service and shall be billed at the hourly rates set forth in this Agreement.

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

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

9.4.8 **Construction Meetings.**

9.4.8.1 **Partnership Workshop.** If requested, A/E will participate in a Partnering Workshop for the purpose of establishing working relationships among stakeholders in the project through a mutually developed, formal strategy of commitment and communication. Such A/E'S participation will be considered an additional service and shall be billed at the hourly rates set forth in this Agreement.

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

9.4.8.3 **Construction Progress Meetings.** These will be held biweekly at the job site and will be attended by the contractor's top field supervisory personnel, representative(s) of the A/E, (attendance by conference call) and representative(s) of the COUNTY. Minutes of these meetings ~~must~~ will be prepared by the designated representative. ~~A/E in accordance with Section 3.6.1 of this Attachment A.~~

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

10. CONSTRUCTION CONTRACT COMPLIANCE PHASE

10.1 General:

10.1.1 The A/E shall assist the COUNTY in assuring the contractor's compliance with the construction contract by providing periodic construction observation; evaluation of construction data; ~~evaluation of contractor's applications for payment;~~ consultation at construction meetings; and inspection for beneficial occupancy, if applicable, and final completion, in accordance with the following:

10.1.2 Review by the A/E:

The A/E shall make on-site observations of construction as necessary to ensure conformance to construction documents while work progresses and upon completion ~~and;~~

Such visits shall be for the purpose of observing: the progress of the work; that the character, scope, and detail of construction comply with the design; and that the quality of workmanship and materials conform to the intent of the A/E as expressed in the contract documents, the A/E'S directives, approved shop drawings and samples, and the clarification drawings.

The A/E shall consider the need to reject work which does not conform to the contract documents. Whenever, in its opinion, A/E considers it necessary or advisable for the implementation of the intent of the contract documents, it will have authority to require special inspection or testing of the work in accordance with the general provisions of the construction contract whether or not such work is then fabricated, installed, or completed. However, neither the A/E'S authority to act under this paragraph, nor any decision made by it in good faith either to

exercise or not to exercise such authority, shall give rise to any duty or responsibility of the A/E to the contractor, any subcontractor, any of their agents or employees, or any other person performing any of the work.

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

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

The A/E shall attend ~~one (1)~~ construction progress meetings as defined in 9.4.8.3 ~~a week as deemed necessary by the COUNTY.~~ If construction progress meetings continue beyond the specified time of the construction contract, through no fault of the A/E, the A/E shall be compensated for additional meetings in accordance with Attachment B. ~~Construction meeting notes shall be recorded and distributed by the A/E in accordance with Section 3.6.1. The COUNTY shall be deemed to have agreed with the contents of construction meeting notes unless the COUNTY gives timely notice in writing to the A/E to the contrary.~~

The A/E shall conduct punch list inspections in conjunction with the COUNTY; and shall recommend based on the progress of the work, the date of final completion. The A/E shall also review, for general content and completion, the

warranties, guarantees, record documents, and other documents required by the contract documents and assembled by the contractor.

10.1.2.1 The A/E will communicate with the contractor through the designated representative.

10.1.3 **Construction Development Responsibilities.**

10.1.3.1 **Field Observation.**

10.1.3.2 The COUNTY may provide its own resident inspectors, as it deems advisable, during construction. This action on the part of the COUNTY will in no way relieve the A/E from performing their responsibilities as specified in the AGREEMENT.

10.1.3.3 As required to ensure conformance during the construction phase, the A/E shall provide to the contractor and the COUNTY interpretations of the contract documents. ~~This can only be done effectively with a thorough knowledge of the documents and maintenance of accurate records of the progress of the work. Photographic progress recording is suggested, but is not mandated.~~ The A/E (and its consultants) shall provide, at A/E'S sole cost and expense, all design work deemed necessary by the COUNTY to correct an item of error and/or omission in the contract documents.

10.1.4 **Punch List.** The A/E will walk the Project with COUNTY representative(s) when requested to do so. The A/E will compile the punch list using the COUNTY template and indicate any lack of compliance with the contract documents. The A/E is to distribute two copies each of the punch list to the COUNTY and the contractor. ~~The A/E must include a timetable for the corrective work to be completed by the contractor and do follow up inspection of corrected punch list items. The A/E shall update the list and redistribute after each inspection.~~

10.1.5 **Owner Move-in/Training Orientation**

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

10.1.6 **Record Documents**

10.1.6.1 The A/E shall review the contractor's record drawings, guarantees, and operating manuals for compliance with the contract documents and shall either approve the

documentation or specify in writing corrective measures to be taken by the contractor.

10.1.6.2 Based on A/E's site visit reviews of Contractor's As-built documents during construction, ARCHITECT will recommend COUNTY's acceptance of Contractors As-built documents prior to A/E's preparation of the final Record Documents.

10.1.6.3 Upon COUNTY's receipt and acceptance of Contractor's As-built documents, Consultant must prepare a set of Record Documents for the Project including the Drawings and Project Manual. These will include all revisions and/or changes that have been made during the course of the construction, as recorded on the job set maintained by the Contractor. The A/E must review all such revisions and/or changes during the work and must approve the set of prints maintained by the contractor prior to the A/E'S final submittal of the record drawings. All computer-generated information shall be copied onto disks or other comparable computer data media as may be specified by COUNTY and given to COUNTY. The record drawings shall:

a. Be submitted as originals of the revised tracings labeled "record drawings" and specifications and are required by the COUNTY prior to final fee payment.

b. Be submitted in Autocad 2000i or higher on disk, DVD or other comparable computer data media as specified by COUNTY.

10.1.6.4 Consultant prepared Record Project Manual must incorporate all changes to the Project Manual issued during construction and indicate each product incorporated into the Work.

10.1.6.5 Record Project Manual shall also be submitted in electronic format.

10.1.7 Warranty Phase

10.1.7.1 Acceptance by the Owner of the A/E-prepared Record Documents constitutes completion of the A/E's Basic Services for compensation purposes; however, the A/E is required to conduct an inspection of the Project one month prior to expiration of the Contractor's one-year Warranty/Guarantee period without additional compensation.

10.1.7.2 Other than the inspection of the Project one month prior to expiration of the Contractor's one-year Warranty/Guarantee period, should Owner request Warranty Phase Services after A/E's completion of their Basic Services, and Services are required through no fault of A/E, A/E will be compensated pursuant to Attachment B, para. I.B, "Extra Work".

ATTACHMENT B

PRICING AND PAYMENT

I. PRICING AND PAYMENT

- A. **Compensation.** The A/E agrees to perform the services as stated in Attachment A to this AGREEMENT and will be compensated by the COUNTY for those services in the amount shown in Article 3.
- B. **Extra Work.** The following services are not included in scope of services detailed in Attachment A unless so identified in this AGREEMENT. They shall be paid for by the COUNTY as provided in this AGREEMENT in addition to the compensation for the basic services. The A/E shall provide additional services when authorized in a written amendment to this AGREEMENT or by design change authorization signed by the COUNTY. No additional services shall be compensable unless so authorized.
1. Providing analysis of the COUNTY's needs and programming the requirements of the Project.
 2. Providing financial feasibility or other special studies except for those called out as basic services in Attachment A.
 3. Providing planning surveys, site evaluations, environmental studies, or comparative studies of prospective sites.
 4. Preparing special surveys, environmental studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.
 5. Providing services to investigate existing conditions or facilities or to make measured drawings thereof or to verify the accuracy of drawings or other information furnished by the COUNTY beyond those reasonably and customarily provided in basic services.
 6. Providing coordination of work performed by separate contractors or by the COUNTY's own staff.
 7. Providing analyses of owning and operating costs, except as noted in this AGREEMENT.
 8. Providing detailed quantity surveys or inventories of material, equipment, and labor.

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

shall be appropriate to: the progress, character, and complexity of the work, design issues, or questions of concern to the A/E or its consultants, or noted in the daily inspection reports furnished to the A/E; the observed quality of the contractor's performance during previous visits; the review of construction of crucial components of the work; and the necessity for observation of the performance of specified or design-professional-directed tests significant to the acceptability of crucial components of the work. Such observations shall also be performed when requested by the COUNTY.

C. **Reimbursable Expenses.** Reimbursable expenses are included in the Fee specified in Article 3.A of this Agreement. ~~These include actual expenditures made by the A/E and the A/E'S employees and consultants in the interest of the Project for the expenses listed below:~~

- ~~1. Expense of transportation and per diem when traveling outside the COUNTY of Santa Barbara. Travel expenses shall be on the same basis and subject to the same conditions as are in effect for employees of the COUNTY. Such expenses shall not be compensable unless authorized in advance by the COUNTY.~~
- ~~2. Expense of reproducing photographs, printing costs, postage and handling of drawings, specifications, and other documents, excluding reproductions for the office use of the A/E and the A/E'S consultants.~~
- ~~3. Expense of data processing and photographic production techniques when used in connection with additional services.~~
- ~~4. If authorized in advance by the COUNTY, expense of overtime work requiring higher than regular rates.~~
- ~~5. Expense of renderings, models, and mock ups, including color slides thereof requested by the COUNTY.~~
- ~~6. Fees advanced for securing approval of authorities having jurisdiction over the Project.~~

D. **Payment Schedule.**

1. **Basic Services.** Payments for basic services shall be made monthly unless otherwise agreed, and shall be in proportion to services performed within each phase of services as set forth below.
2. **Extra Work.** Payments on account of the A/E'S extra work as defined in paragraph B above and for reimbursable expenses ~~as defined in paragraph C above~~ shall be made monthly upon presentation of the A/E'S statement of services rendered or expenses incurred.

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

1. **Compensation for Basic Services.** The portion of Fee based on a percentage of construction cost shall be paid upon the presentation of a written statement, after review and approval by the COUNTY, in accordance with the following schedule:

<u>Phase</u>	<u>Percent of Lump Sum</u>
1. Site Planning Phase	NA. This portion of Fee will be paid as specified for Extra Work.
2. Design Phase	
Schematic Design.....	15%
Design Development:	40%
Construction Documents:	
60% complete	70%
100% complete.....	100%
3. Bidding and Construction Phase	
Award of Construction Contract.....	10%
Construction:	
Proportionate monthly payments of 85% of the Construction portion of Fee to be equal to the proportion of the project construction certified complete.	
Construction Completion:.....	95%
Receipt of A/E'S Record Documents and reproducible.....	100%

2. **Compensation for Extra Work.** The A/E will submit to the COUNTY a list of the personnel to be used on the Project and the billing rates associated with each. If the A/E is required by the COUNTY to perform work, make changes, or incur expenses beyond the original scope of the AGREEMENT, the A/E will be compensated for actual costs incurred by the A/E in providing

the work in accordance with the provisions listed in subparagraphs a and b. No extra work shall be performed, and the COUNTY shall not be liable for the costs incurred by the A/E or any sub-consultant in performing any such extra work in advance of written approval by the designated representative of the Director of General Services.

- a. ~~Each portion of the Project let separately on a segregated bid basis shall be considered a separate Project for purposes of determining the fee.~~
- b. ~~Extra payment shall include the cost only of reimbursable expenses defined in paragraph C above.~~

F. **A/E'S Disclosure of Hourly Rates for Personnel.**

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

Hourly rates provided by A/E on April 16, 2007 are as shown below:



THE AUSTIN COMPANY
Irvine Office

HOURLY RATE SCHEDULE
Architectural, Engineering, and Project Management Services

The hourly rates for each billing classification are listed below.

MANAGEMENT

Principal	168.00
Senior Project Manager	142.00
Project Manager	126.00
Project Coordinator	112.00

ARCHITECTURAL

Managing Architect	152.00
Lead Architect	116.00
Senior Architect	108.00
Architect/Lead Designer	88.00
Designer/Drafter	74.00

ENGINEERING

Managing Engineer	152.00
Lead Engineer	118.00
Senior Engineer	110.00
Engineer/Lead Designer	92.00
Designer	76.00

TECHNICAL/SUPPORT

Estimator	120.00
Administrative	76.00
Clerical / Reprographics	60.00

Project N

The above rates are effective December 1, 2006, and are subject to change annually.

ATTACHMENT C**PROJECT SCHEDULE****I. SCHEDULE OF PROJECT ACTIVITIES**

The following schedule of Project activities has been established by the COUNTY for this project, and is based on one-week submittal review periods by the County.

<u>Date</u>	<u>Task</u>
September 6, 2007	Board of Supervisors approval of Architect contract.
September 20, 2007	Draft Schematic Design Submitted to County
October 12, 2007	Draft Design Development Submitted to County
November 9, 2007	60% Construction Documents Submitted to County
December 11, 2007	90% Construction Documents Submitted to County
December 27, 2007	100% Construction Documents Submitted to Plan Check
December 27, 2007	Submit Corrections To Date and Advertise for Bids
February 1, 2008	Complete Plan Check and Required Changes
February 1, 2008	Bid Opening
February 22, 2008	Award Contract and Notice to Proceed
August 22, 2008	Construction completed (6 months)
August 29, 2008	Pool Open for Business
September 6, 2008	Grand Opening Ceremony