

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

This Agreement, made this 12th day of May, 2009, 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: Santa Barbara County Emergency Operations Center (EOC) (hereinafter referenced as "Project"), Project No. 8666.

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

- A. deleted
- B. deleted
- C. Design Development through Construction Phases:
 - 1. Completion of Design Development
 - 2. Construction Documents
 - 3. Cost Estimates
 - 4. Bid and Award

The Estimated Initial Construction Budget for the Project is 5.17 million, excluding construction contingency.

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

WITNESSETH:

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 address is north side of cathedral Oaks Rd., west of highway 154, south of 4400 Cathedral Oaks APN: 059-120-003. The size of the proposed facility will be approximately 9,900 SF, and shall contain the program elements as identified and programmed by the A/E in the schematic

design submittal document titled “Revised Schematic Design Submittal”, dated February 25, 2009. In addition, an add alternate will be designed to potentially increase the incident management room by an additional approximate 1,150 SF. The additive alternate is not included in the current construction budget. The EOC will be designed in accordance with LEED™ principles.

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 Celeste Manolas. 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 THREE HUNDRED SIXTY ONE THOUSAND SEVEN HUNDRED NINETY ONE DOLLARS (\$ 361,791) plus reimbursable expenses (estimated at \$9,340) for design development through bidding phase services.

By contract modification, Fee shall be adjusted ONLY due to a change in the scope of work described herein. The amount of any such adjustment shall be negotiated between the COUNTY and the A/E. 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.

- B. Reimbursable Expenses: In addition to the basic fee in Paragraph 3.A., the A/E shall be reimbursed only for indirect and reimbursable expenses specifically identified and listed with a cost in Attachment B and shall not be in excess of the amounts set forth in Attachment B.
- C. Records: The 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. 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 \$5.17 million.**

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 a qualified 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 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 the 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. California Building Code. The currently adopted California Building Code (CBC), published by the International Code Council (ICC), 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 directed by the Project Manager:

1. COUNTY Planning and Development Department, Building and Safety Division.
2. COUNTY 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 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 the 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 in any manner for consequential damages or extended overhead or any similar expenses or for any unrealized profit. 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 12th day of May, 2009. 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 (90%) 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 Jim Robinson, AIA, LEED AP 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 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 its agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

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

A/E:

ATTN: Ken Stone
The Austin Company
6410 Oak Canyon, Suite 150
Irvine, CA 92618

ACCEPTED AND AGREED this 22nd day of April, 2009.

"A/E"

By: 
KENRIC B. STONE
VICE PRESIDENT AND GENERAL MANAGER
THE AUSTIN COMPANY

"COUNTY"

COUNTY OF SANTA BARBARA


ATTEST:

By: _____
JOE CENTENO _____, CHAIR
BOARD OF SUPERVISORS

By: _____
MICHAEL F. BROWN
CLERK OF THE BOARD

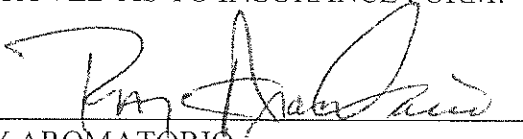
APPROVED AS TO FORM:

APPROVED AS TO ACCOUNTING FORM:

By: 
~~DANIEL J. WALLACE, III~~
DEPUTY 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

A/E 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 transmit, in PDF format, 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. **SITE PLANNING/PROGRAMMING PHASE- DELETED**

5. **SCHEMATIC DESIGN PHASE- DELETED**

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

- * Heating, ventilation, and air conditioning
- * Plumbing
- * Electrical

6.2.1.8 Mechanical and Electrical Requirements.

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

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

- * Plumbing. Indicate main wastes and vents, as well as all service mains, including water, air, gas, vacuum, etc. Indicate all pieces of equipment, 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 documents 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.
- * Heating, ventilation, and air conditioning drawings.
- * 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 coordinate a third party constructability review of the drawings and specifications. After review, A/E shall correct the drawings and specifications accordingly along with COUNTY comments.

7.2.8 Commissioning. A/E shall support commissioning of the project as follows: prepare a written sequence of operations for facility MEP systems during the construction document phase; define functional testing requirements for MEP equipment; prepare a pre-functional check list and testing procedures for MEP systems; and, witness on-site testing and commissioning of key MEP equipment and systems.

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 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 - DELETED**

10. **CONSTRUCTION CONTRACT COMPLIANCE PHASE – DELETED**

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 warranty services or to corrections of design errors or omissions.
 14. Preparing revisions to the documents during the schematic design, design development, and construction documents phase when such revisions are inconsistent with data or written approvals previously given by the COUNTY, excluding corrections of design errors or omissions.
 15. NOT USED
 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.
 18. Providing services in connection with any public hearing, arbitration proceeding, or legal proceeding, except where the A/E is party thereto.
- C. **Reimbursable Expenses.** Reimbursable expenses are 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 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 Fee shall be paid upon the presentation of a written statement, after review and approval by the COUNTY, in accordance with the following schedule:

Schematic Design through Construction Document Phases

<u>Phase</u>	<u>Percent of Lump Sum</u>
Design Development:	35%
Construction Documents:	
50% complete	30%
(55% of total 9% fee)	
100% complete	32%

(72% of total 9% fee)

Bidding:

Award of Construction Contract 3%

(75% of total 9% fee)

- 2. **Compensation for Extra Work.** The A/E will submit to the COUNTY a list of the job classifications 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 costs incurred by the A/E. 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.

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 13, 2009 are as follows:



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	178.00
Senior Project Manager	152.00
Project Manager	134.00
Project Coordinator	118.00

ARCHITECTURAL

Managing Architect	162.00
Lead Architect	122.00
Senior Architect	114.00
Architect/Lead Designer	94.00
Designer/Drafter	78.00

ENGINEERING

Managing Engineer	162.00
Lead Engineer	122.00
Senior Engineer	114.00
Engineer/Lead Designer	94.00
Designer/Drafter	78.00

TECHNICAL/SUPPORT

Estimator	128.00
Administrative	78.00
Clerical / Reprographics	62.00

The above rates are effective through December 31, 2009, and are subject to change annually.

3/09

Schedule 0910

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 expedited submittal review periods by the County.

<u>Date</u>	<u>Task</u>
April 14, 2009	Design Development documents due
April 21, 2009	D.D. review by County completed
May 14, 2009	50% Construction Documents due
May 29, 2009	50% C.D. review by County completed
June 9, 2009	Cost Estimate due (based on 50% complete C.D.)
June 16, 2009	90% Construction Documents due
June 23, 2009	90% C.D. review by County completed
June 30, 2009	100% Construction Documents due
October 27, 2009	Bid Opening
December 1, 2009	Notice to Proceed
January 21, 2010	Construction completion
March 22, 2011	Closeout/ Commissioning completion