

**PROFESSIONAL SERVICES AGREEMENT**

Between

**THE COUNTY OF SANTA BARBARA**

And

**Ravatt, Albrecht & Associates, Inc.**

For

**ARCHITECTURAL DESIGN AND ENGINEERING SERVICES TO PRODUCE  
BRIDGING DOCUMENTS**

For

**New Cuyama Fire Station 41**

**PROJECT NUMBER: 8751**

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**PROFESSIONAL SERVICES AGREEMENT**

FOR

**ARCHITECTURAL DESIGN AND ENGINEERING SERVICES TO PRODUCE BRIDGING DOCUMENTS**

This is an agreement between THE COUNTY OF SANTA BARBARA (hereinafter "Owner" or "County") and Ravatt, Albrecht & Associates, Inc., 3203 Lightning Street, P.O. Box 528, Santa Maria, CA 93456-0528 (hereinafter "Consultant" or "Design Professional").

**PART 1 - RECITALS**

- 1.01 **WHEREAS**, this Professional Services Agreement (hereinafter "PSA" or "Agreement") sets forth the terms and conditions pursuant to which Consultant, as a Design Professional, will provide Architectural Design and Engineering services (hereinafter "Services") to produce Design Build Bridging Documents for the New Cuyama Fire Station 41; and
- 1.02 **WHEREAS**, Consultant was selected by means of the County's consultant selection process, represents itself as a Design Professional having the requisite qualifications, licenses and agrees to perform such Services; and
- 1.03 **WHEREAS**, Consultant will perform such Services pursuant to this PSA.

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

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

**2.01 Agreement For Services**

- A. This Professional Services Agreement sets forth the terms and conditions pursuant to which Consultant, as a Design Professional, will provide Architectural Design and Engineering services to produce Bridging Documents for the New Cuyama Fire Station 41, Project 8751.

**2.02 Maximum Compensation Limit (MCL)**

- A. The maximum compensation pursuant to this PSA shall not exceed **\$156,380.00 (One-Hundred Fifty-Six Thousand Three Hundred Eighty Dollars)** plus any future approved amendments. If Consultant performs services or incurs expenses beyond this Maximum Compensation Limit, Consultant does so at Consultant's sole risk and expense.

**2.03 Term**

- A. This Agreement is effective upon the date of full execution by both parties, and shall remain in effect for a period of **36** months ("Term"), unless earlier terminated under Part 12 of this Agreement. All Services shall be completed within the Term of this Agreement.

**2.04 Scope**

- A. The Services and Deliverables identified in [Part 5, "Consultant's Responsibilities, Services, And Deliverables"](#), of this PSA, establish:
1. The full range of Services and Deliverables the County may authorize for Projects within the scope of this PSA.
  2. The extent of the Services and Deliverables that may be authorized by the Owner's Authorized Representative (OAR) within the scope of this PSA.

**2.05 Definitions**

- A. The definitions in Exhibit E. "Definitions," apply throughout this PSA.

**PART 3 - OWNER'S RESPONSIBILITIES**



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## 3.01 Owner Provided Information

- A. If required for the Project, Owner shall provide any of the following for Consultant's use in connection with the Services:
  - 1. Specialized studies of existing site conditions, including the presence of hazardous materials, integrity and functionality of structural, HVAC, and electrical systems, soil, air, water, pollution, traffic, noise, archaeology, environmental impacts, etc.
  - 2. A certified survey of the Project site prepared by a California licensed Land Surveyor or Civil Engineer. The survey may include, as appropriate, site boundaries, contours, drainage, grades and lines of streets, pavements, and adjoining properties, rights-of-way, easements, encroachments, zoning and other restrictions; the locations, dimensions, floor elevations, and other pertinent data on existing facilities, trees and other improvements; information on available public and private utilities services, above and below grade, including inverts and depths.
  - 3. Shop drawings, vendor support and all data required for design and Coordination of movable furniture & equipment unless otherwise provided in the PSA.
- B. County shall perform all necessary drainage and utility availability studies such that the resultant documentation can advise the Consolidated Pre-Design Assessment Report. This is in addition to the site surveying, geo-technical studies and identification of soils prep for foundation and foundation type. Fire water flow tests to be provided by County.
- C. Owner shall provide electronic files of as-built construction documents for the existing buildings, including drawings and specifications. All as-builts are property of the County solely with no external intellectual property holders.

## 3.02 Approval & Permit Fees

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

## PART 4 - AMENDMENTS

### 4.01 Preparation and Approval

- A. Amendments to this Agreement will be agreed upon in writing by both parties, and will incorporate the terms of this PSA. Upon approval by the County of Santa Barbara Board of Supervisors, the amendment shall be executed by, and Authorization to Proceed issued by the Owner's Authorized Representative (OAR). The OAR is the Manager, Capital Projects Division, General Services Department.
- B. NOT USED
- C. Commencement of any work authorized by an Amendment to this Agreement is contingent on receipt by Consultant of an Authorization to Proceed issued by Owner's Project Manager (OPM). Consultant shall not commence work until Consultant receives the written Authorization to Proceed from the OPM.
- D. Any act or event affecting any particular Amendment, such as its completion, termination, acceptance, non-acceptance, continuation or modification, will not affect this PSA unless specifically provided herein or agreed in writing by the parties.

### 4.02 Changes in Scope

- A. If Owner requests a change in the requirements of the PSA that Consultant contends is material and justifies an increase in compensation, Consultant shall within fourteen (14) calendar Days of the Owner's request, notify Owner in writing that Consultant contends Owner has requested a material change before proceeding with such change. If written notice is not given to Owner



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within said fourteen (14) Days, such change will be deemed not material and Consultant will not be entitled to additional compensation for the change in the requirements of the PSA.

- B. If Owner causes a material change in the Service(s) or Deliverable(s), Consultant shall within fourteen (14) calendar Days of the event that caused the material change, notify Owner in writing that Consultant contends Owner has caused a material change in their Service(s) or Deliverable(s). After said notification, Consultant shall provide such Service or Deliverables as directed by OPM. If OPM concurs that there has been a material change in a Service or Deliverable, payment to Consultant will be adjusted in accordance with [Part 11.01.A.4. "Changes."](#)
- C. If there is a material increase in the scope of Services required to complete work under an Amendment, and such increase is not the fault of or caused by Consultant, or does not result from faulty or inaccurate estimations made by Consultant, OPM may request, and Consultant, pursuant to such request, shall provide assistance in re-allocating the remaining available funds relating to the Project Amendment. Such assistance shall, if requested by OPM, also include a determination of any other Services necessary to complete the Project.
- D. If there is a material decrease in the scope of Services required to perform work under an Amendment, Consultant agrees to immediately notify OPM and to accept a reasonable reduction in compensation.

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

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

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

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

- A. Notwithstanding the foregoing, Consultant may use Subconsultants in performing the Services under this Agreement only as specified in Exhibit B. Consultant shall be responsible for directing and controlling the work of authorized Subconsultants, and for any compensation due to Subconsultants. County assumes no responsibility whatsoever concerning such compensation. Consultant may add Subconsultants to those identified in Exhibit B only with the prior written approval of the OPM.

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

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

- A. Standard of Care
  - 1. Consultant shall perform Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's area of specialty in the State of California.
  - 2. Consultant shall perform Services in compliance with applicable and most stringent written federal, state and local codes, statutes, laws, regulations and ordinances in force at the time performed.
  - 3. All Bridging Documents shall comply with applicable and most stringent California and local regulations and standards, including those of the Authority having jurisdiction over the Project, and in effect during performance of Consultant's Services.



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4. Consultant shall use its professional judgment and expertise to verify interpretations of applicable law, codes, regulations, and ordinances, from the appropriate Government Agency(s) and authorities having jurisdiction over the Project. Such efforts will be undertaken in accordance with the acceptable standard of care for this type of Project.
- B. Construction Quality Control Systems
1. The Basis of Design and Performance Specifications shall clearly identify and describe all necessary quality levels and quality control procedures.
  2. Each Performance Specification Section shall include the requirements for the tests, controls, performances and certifications needed to verify the specified quality level of that Section.
- C. NOT USED
- D. Sequence of Consultant's Services
1. In general, Consultant's Services will proceed sequentially by the Phases described in Part 5.04, "Basic Services & Deliverables."
  2. Commencement of each phase is contingent on receipt by Consultant of an Authorization to Proceed issued by OPM. Consultant shall not commence work until Consultant receives the written Authorization to Proceed from the OPM.
- E. NOT USED
- F. Design Quality Control & Coordination Checks
1. Consultant is responsible for the technical quality of all Documents prepared by Consultant and the Consultant's Subconsultants.
  2. Before submitting the completed Bridging Documents to Owner, Consultant shall check all Documents for technical accuracy.
  3. Consultant shall not incorporate review comments generated by the Owner's organization into subsequent submittals until the comments are first reviewed and accepted by the Owner's Project Manager.
- G. Submittal of Deliverables
1. Each submittal shall include a declaration statement, signed by a principal of Consultant's firm, that the work of Consultant and its Subconsultants was coordinated, the submittal is complete, and that all prior review comments have been incorporated and coordinated.
  2. Consultant shall furnish to Owner, suitable for reproduction, original reproducible Bridging Documents and other Instruments of Service, and computer disks containing the Bridging Documents, and other Instruments of Service in the following electronic formats: Microsoft Windows 7 or newer PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2010 or newer.
- H. Printing & Reproduction
1. Consultant shall pay all costs of printing or reproducing any documents which this PSA requires Consultant to submit to Owner for approval.
  2. Owner shall be responsible for printing or reproducing any of Consultant's documents which Owner has approved and Design Builder requires.
  3. Consultant shall print or reproduce any documents which Owner requests in writing. In accordance with Part 11.02 of this PSA, Consultant may include in its Payment Request the direct costs of printing any such Owner-requested documents.
- I. Meetings



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1. Unless otherwise requested by the OPM, Consultant shall prepare agendas for and take minutes of all meetings conducted/attended by Consultant. This includes meetings that are chaired by the OPM. In meetings with County personnel, all discussions that involve scope, a significant design element, or Project cost shall be documented by the Design Consultant in the meeting minutes.
2. Owner's Project Manager will coordinate all meetings between Consultant, Owner's user groups, and the public.
3. Consultant's costs of attendance and preparation for the following meetings will be considered included in the Consultant's overall fee:
  - a. Design Meetings:
    - (1) Four (4) meetings during the Pre-Design Phase;
    - (2) One (1) Pre-Schematic Design Kickoff meeting; and
    - (3) Six (6) meetings during the Schematic Design Phase.
  - b. In accordance with Part 5.04B of this PSA, any meetings with Governmental Agencies having jurisdiction over the Project or any part of the Project.
  - c. Any meetings required to complete the work of Part 5.04D of this PSA.
4. County may request in writing that Consultant attend meetings not provided for in this Part 5.03 above. Consultant may invoice the County for these additional meetings on the following terms:
  - a. Consultant shall bill for his time on a Time and Materials basis at the rates specified in Exhibit A.
  - b. Reimbursable expenses shall be paid in accordance with Part 11.02 of this PSA.

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

1. Consultant's staff and Subconsultants are identified in Exhibit B, "Consultant's Staff and Subconsultants" and are subject to the requirements set forth therein.

**K. Energy Efficiency**

1. Consultant shall formulate the Bridging Documents to score additional points for submissions which attain LEED silver or higher. The Bridging Documents shall reference the County of Santa Barbara's Capital Projects Standards Manual.

**5.04 Basic Services & Deliverables**

**A. Overview:**

1. Consultant will provide architectural design and engineering services, including Design Team Coordination, Architecture, Structural Engineering Narrative, Mechanical, Plumbing and Electrical Engineering Narratives, Landscape Architecture Narrative, Statement of Probable Cost, Performance Specifications, and review of design build documents, all in support of the design build bridging documents necessary for bidding and construction of the Project. Civil Engineering efforts, low voltage design, fire protection alarm and sprinkler design will be performance specifications only. Bridging Documents shall be modeled after the Architecture Basis of Design and Performance Specifications from the example project, Boulevard Fire Station (Exhibit D).

**B. Pre-Design Phase**

1. From an examination of the site and a review of available information, including any and all information provided by County pursuant to Part 3.01 of this PSA, Consultant shall make a





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written recommendation to the Owner regarding the completeness or sufficiency of such data or whether additional data are needed and, if so, recommend the manner in which it be provided and needed services obtained.

2. Consultant shall develop and submit for County review a Consolidated Pre-Design Assessment Report prior to initiating Schematic Design Document efforts. The Consolidated Pre-Design Assessment Report shall incorporate at a minimum the following:
    - a. The proposed Fire Station 41 elements as drafted in the component information document dated August 2015.
    - b. A more specifically defined proposed Project scope of work which includes site orientation, phasing, parking, apparatus room, housing, vehicle movements, and other design criteria determined to be necessary in the course of Pre-Design Phase meetings and reviews.
    - c. A Space Plan Document that will become the basis for work completed in the Schematic Design Phase.
  3. Consultant shall schedule and lead any meetings with any Governmental Agencies with permitting authority for the Project which are required to complete requirements of this PSA.
- C. Schematic Design Phase
1. Consultant shall develop and submit for County review a Schematic Design Site Plan based on the Consolidated Pre-Design Assessment Report, with key notes outlining the Project scope and configuration.
  2. Consultant shall develop and submit for County review Schematic Design Studies which shall:
    - a. Be consistent with and incorporate the Project Program requirements,
    - b. Conform to the Owner Approved Construction Cost (OACC) and Project Schedule.
    - c. Adhere to the current 2013 California Building Codes, Green Codes and Local County amendments.
  3. Consultant shall include with the Schematic Design Site Plan any floor plans, elevations, sections, and other drawings, sketches, or graphic materials necessary to describe the Project in three dimensions.
  4. Consultant shall develop and submit for County review a Performance Specification which incorporates data collected during Design Meetings, County standards, and other information provided by Owner and developed during the Pre-Design Phase, conforming to the level of specificity contained in the model document provided by Owner at Exhibit D.
  5. Consultant shall develop and submit for County review a Statement of Probable Cost which is consistent with Part 7, "Cost Control".
- D. Proposal Phase
1. Consultant will be a member of the review panel and shall assist the County in the Design Builder evaluation process by reviewing submissions and serving as a member of the interview panel.
  2. Consultant shall assist County with clarifying documents and preparing Addenda as the County requires to issue a Request for Proposal to potential Design Builders.
- E. Construction Phase (Time and Materials)
1. Design Build Design Submittals Review



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- a. Upon request by Owner, Consultant will review the Design Build Design Submittals, including Construction Documents submitted by the Design Builder.
  - b. Consultant will submit to Owner a written analysis of any recommendations concerning the Design Build Design Submittals. The analysis shall specifically address any deviations from the Criteria Documents.
2. Construction Submittals Review
- a. Upon request by Owner, Consultant will review the Design Builder's design and engineering submittals for conformance with the Bridging Documents.
  - b. Upon request by Owner, Consultant will perform site visits during construction to review the conformance of the construction with the approved Bridging Documents. Consultant will advise the Owner as needed on change orders and constructability issues.

## **PART 6 - CONSULTANT'S SCHEDULE**

### **6.01 Consultant's Schedule Requirements**

- A. Consultant will perform all Services and Deliverables within the time and Project schedule anticipated by this Part 6.01 and amended by Owner, including milestones, if any. Time is of the essence in this Agreement.
- B. Consultant shall provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the Project schedule.
- C. The Project Schedule for design shall follow the County project schedule design task durations.
- D. Anticipated schedule is:
  1. Finalize Pre-Design June, 2016
  2. Finalize Schematic Design early-September, 2016
  3. Receive RFP's mid-October, 2016
  4. Completion of Proposal Phase November, 2016
  5. Award Design Build Contract December, 2016
  6. Substantial Completion of Construction September, 2018
  7. Final Acceptance October, 2018

## **PART 7 - COST CONTROL**

### **7.01 Owner Approved Construction Cost (OACC)**

- A. The Owner Approved Construction Cost shall not be revised without Owner's prior written approval.
- B. The preliminary OACC is estimated at \$4,322,180 including construction and equipment.

### **7.02 Formatting and Comparing Estimates**

- A. All required Statements of Probable Construction Cost by Consultant shall be prepared per Owner's direction, in a format or formats approved by Owner's Project Manager. The identical format(s) shall be used consistently throughout the Project in order to facilitate tracking the costs of various Project components. In addition, Consultant shall provide a cost estimate summary sheet in Construction Specifications Institute (CSI) format for all Design Phase submissions of Statements of Probable Construction Cost.



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- B. The County may have an independent cost estimate prepared by an independent estimator designated by County and at County's expense. If the County chooses to have an independent estimate prepared, the Consultant is required to answer the independent estimator's questions regarding the design. If attendance at meetings with the independent estimator to reconcile Consultant's estimate is necessary, Consultant may request additional compensation according to Part 5.03 of this PSA. In the event that the independent estimate and Design Professional's estimate cannot be reconciled, Consultant's estimate will prevail as the Statement of Probable Cost.

## 7.03 Consultant's Responsibility for Managing Design to Stay Within the OACC

- A. The total Construction Cost shall not exceed the Owner Approved Construction Cost set forth in the Agreement.
- B. Evaluations of the OACC and Statements of Probable Construction Cost prepared by the Consultant shall represent the Consultant's best judgment as a design professional familiar with the construction industry.

## 7.04 Review of Project to Reduce Potential Cost

- A. If Consultant's Preliminary or Schematic Statement of Probable Construction Cost exceeds the then-current OACC, Consultant shall immediately notify Owner in writing with recommended actions to bring the Statement of Probable Cost to within the OACC. Thereafter, Owner and Consultant will discuss the revisions or steps necessary to bring the current Statement of Probable Construction Cost to within the OACC. Consultant shall thereafter adjust its Instruments of Service as directed by Owner, at no additional cost to Owner, to keep the Probable Construction Cost within the OACC. If Owner agrees that the current Statement of Probable Construction Cost is above the OACC for reasons beyond the Consultant's control, yet still wishes to value engineer reductions, Consultant and Owner shall proceed according to Part 4 of this PSA.

## PART 8 - INDEMNIFICATION & INSURANCE

### 8.01 Exhibit F Requirements

- A. Indemnification and Insurance requirements are set forth in Exhibit F, "Indemnification & Insurance."
- B. The parties are aware of the provisions set forth in California Civil Code §1717 and intend this paragraph of the PSA to meet said statutory requirements so that the reference to attorneys' fees in Exhibit F, "Indemnification & Insurance", applies only in the indemnification context in Exhibit F, "Indemnification & Insurance."

## PART 9 - REPRESENTATION BY COUNSEL

- A. Both parties to this PSA were represented by counsel in the negotiation and execution of this Agreement.

## PART 10 - HAZARDOUS MATERIALS

### 10.01 Responsibility for Hazardous Materials

- A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.
- B. Unless otherwise provided in this PSA, or unless Owner has provided documented information to Consultant regarding the presence or potential presence of such hazardous materials Consultant and its Subconsultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site,



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including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

**10.02 Hold Harmless Clause**

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

**PART 11 - COMPENSATION & PAYMENT**

**11.01 Compensation**

- A. For each of the phases in Part 5.04 of this PSA, County will pay no more than the amounts in Exhibit C, "Compensation of Project Phases," plus any additional amounts approved by Owner pursuant to this PSA. Consultant shall complete the work of this PSA on a fixed fee basis, except where this PSA states that Consultant shall work on a Time and Materials basis, including Part 5.04E of this PSA.
1. Maximum Compensation Limit (MCL)
    - a. The MCL is as set forth in Part 2.02 of this PSA.
  2. Consultant's Hourly Rate Schedule
    - a. Consultant's Hourly Rate Schedule is set forth in [Exhibit A](#), "Consultant's Hourly Rates." Consultant shall bill for any work completed on a Time and Materials basis at the rates specified in Exhibit A.
    - b. Modifications to Consultant's Hourly Rate Schedule to include out-years beyond the rates identified in Exhibit A will be negotiated by the parties using as a benchmark the prevailing increase for similar Consulting Services in the Central Coast area and are subject to approval as an amendment to the PSA by the OAR.
    - c. Non-Fixed fee Services provided by Subconsultants are subject to approval by the OAR. Up to fifteen percent (15%) administrative mark-up by Consultant on Subconsultant invoices is permitted.
    - d. Where the class of persons authorized to provide specific Services is not designated, Services shall be provided by a qualified person who is in a class that has the lowest rate of payment among those classes that contain persons who are qualified to provide the Services.
  3. Consultant's Milestone Schedule
    - a. The Consultant's Milestone Schedule shall be prepared in accordance with [Part 6, "Consultant's Schedule."](#)
  4. Changes
    - a. If, during the term of the Agreement, circumstances constituting a material change in scope as described in [Part 4.02, "Changes In Scope"](#), arise, Consultant will be entitled to compensation therefor, within the Total Payment Limit for that Phase, as set forth in Exhibit C. If such changes mean that the scope of the Agreement cannot be completed as originally envisioned, then Consultant shall immediately inform the OPM and assist OPM in allocating the remaining compensation among the unfinished Services in order to accomplish as much of the original intent as possible within the Total Compensation Limit of the Agreement.



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## 5. Prevailing Wages

- a. Consultant acknowledges that some of the work performed on site to support the Services under this PSA may be "public works" within the meaning of California Labor Code Section 1720 and that the requirements of Section 1771, et. seq. apply to such public works. To the extent applicable, Consultant has included (and will include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

## 6. Errors and Omissions

- a. Consultant shall correct errors and omissions in the Design Build Contract Documents attributable to Consultant without cost to Owner.
- b. Owner has the right to pursue claims for any errors and omissions caused by Consultant.

### 11.02 Reimbursable Expenses

- A. When travel is authorized as a reimbursable expense, Consultant agrees to comply with the Santa Barbara County travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement.
- B. When authorized, Owner will reimburse Consultant, at cost, for reasonable expenses incurred in the performance of the Services. Only the following expenditures, made by Consultant with Owner's advance written approval, are payable as reimbursable expenses within the Total Compensation Limit:
  1. Overnight mailing costs such as Federal Express; additional copies of Deliverable Documents, over and above those required by the terms of the Agreement; and mileage reimbursement to attend meetings beyond those specified in the scope of the Agreement. Any individual expense in excess of \$10.00 shall be supported by a copy of the receipt.

### 11.03 Supplementary Services & Deliverables

- A. County may establish a Supplemental Services Allowance (SSA) for the performance of services not included within the PA's Scope of Services and Deliverables. Consultant will only commence work pursuant to the SSA following prior, written authorization of County's Project Manager and the Owner's Authorized Representative.

### 11.04 Payment

#### A. Payment Requests

1. Owner will endeavor to make payments within thirty (30) Days after the OPM's approval of the Consultant's correct Payment Request.
2. Consultant will submit Payment Requests not more than once each month.
3. Consultant shall submit appropriate documentation and information to support each Payment Request, including a narrative description of services performed during the period; completed milestones and deliverables. Consultant shall break-out cost items by line items identified in the Compensation Summary table, and label each category the same title.

#### B. Progress Payments

1. Owner may, at its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.

- C. Neither Consultant nor any of its authorized Subconsultants may provide services to the Design Builder or any Subcontractor pursuant to separate agreement for any part of the Project.

### 11.05 Release of All Claims



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

**11.06 Timely Payment Requests**

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

**11.07 Consultant's Accounting Records**

- A. Accounting System & Records Retention
1. Consultant shall maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant shall retain such records for three (3) years from expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.
- B. Owner's Auditing Rights
1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices affecting the performance or administration of this PSA, or affecting any changes or modifications to this PSA.
- C. Applicability to Subcontracts
1. Consultant shall incorporate the above-stated accounting and audit requirements into all subcontracts exceeding Ten Thousand Dollars (\$10,000) in value pursuant to this PSA or any modification thereof.

**PART 12 - TERMINATION**

**12.01 Owner's Rights**

- A. Termination for Convenience
1. Owner's Authorized Representative may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant shall immediately cease all work as specified in the notice.
  2. If this PSA is so terminated, Consultant will be compensated as set forth in Part 12.02 of this PSA below.
- B. Termination for Breach
1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from Owner's Authorized Representative specifying such failure or violation, Owner may terminate this PSA.



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2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.
  3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment as allowed by this PSA for a termination for convenience.
- C. The rights and remedies provided herein to Owner are in addition to any other rights and remedies provided by law or this PSA.

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

- A. In the event of Owner's termination of this PSA for convenience, Consultant will receive compensation as follows:
1. For fully performed and accepted items of Service, and authorized Reimbursable Expenses pursuant to the PSA, compensation will be in the amount specified for that item of Service or expense.
  2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.
- B. In no event will the total compensation paid for any item of Service exceed the value specified for that item of Service.

## **12.03 Delivery of Documents**

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

## **PART 13 - DISPUTE RESOLUTION**

### **13.01 Consultant's Questions & Concerns**

- A. Should disputes arise regarding the terms, conditions and Services of this PSA, and in the event the Consultant remains dissatisfied with direction provided by the OAR, Consultant may appeal a determination in writing. The Director of the County of Santa Barbara General Services Division will render a decision to the Consultant in writing within thirty (30) Days after receiving a written request for appeal from Consultant.

### **13.02 Dispute Resolution During Construction**

- A. Alternate Dispute Resolution (ADR)
1. Owner intends to use ADR techniques including Partnering and Mediation during Construction.
  2. Participation in ADR shall be an additional service unless the issue is directly tied to deficiencies with the Consultant's or Subconsultant's deliverables.
- B. Consultant and its Subconsultants shall participate in all ADR efforts as directed by Owner, with the cost of the effort to be identified either as an add service, or to be a required service for issue related conflicts as clarified above.
- C. The cost of Partnering training facilities and facilitator will be borne by Owner.



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- D. For any ADR participation which is an additional service, Consultant shall bill for his time on a Time and Materials basis using the rates in Exhibit A and for any Reimbursable Expenses in accordance with Part 11.02 of this PSA.

**13.03 Negotiations Before and During Mediation**

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

**13.04 Mediation**

A. Voluntary Mediation

1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant agree to attempt to resolve the matter by Mediation.
2. Said Mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable solution.
3. These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration.

B. Initiation of Mediation

1. Either the Owner or Consultant may initiate Mediation by submitting to the other party a Request for Mediation.
2. A Request for Mediation shall be in writing and contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.

C. Selection of Mediator

1. Upon receipt of a Request for Mediation, within fourteen (14) Days, the parties will confer to select an appropriate Mediator agreeable to all parties.
2. If the parties cannot agree on a Mediator, they hereby agree to accept a Mediator appointed by a recognized association such as the American Arbitration Association.

D. Qualifications of a Mediator:

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

E. Vacancies

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

F. Representation

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





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G. Time and Place of Mediation

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

H. Identification of Matters in Dispute

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

I. Authority of Mediator

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

J. Privacy

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

K. Confidentiality

1. The Mediator shall agree not to divulge confidential information disclosed to the Mediator by the parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, shall be treated as confidential.
3. The Mediator shall not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.
4. The parties shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:



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- a. Views expressed or suggestions made by the other party with respect to a possible settlement of the dispute;
  - b. Statements made by the other party in the course of the Mediation proceedings;
  - c. Proposals made or views expressed by the Mediator;
  - d. Whether the other party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.
- L. No Stenographic Record
1. There shall be no stenographic record of the Mediation.
- M. Termination of Mediation
1. The Mediation shall be terminated:
    - a. By the execution of a Settlement Agreement by the parties;
    - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
    - c. By a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.
- N. Exclusion of Liability
1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.
- O. Interpretation and Application of These Mediation Provisions
1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.
- P. Expenses
1. The expenses of witnesses for each party shall be paid by the party producing the witnesses.
  2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, or the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned as the Mediator finds appropriate or as otherwise agreed to by the parties.

**13.05 Compensation for Participation in Mediation**

- A. For participation in any Mediation involving Claims by the Design Builder not due to negligence or errors or omissions by Consultant, Consultant shall bill Owner for his time on a Time and Materials basis using the rates in Exhibit A and for any Reimbursable Expenses in accordance with Part 11.02 of this PSA.
- B. Consultant is not entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and Owner arising out of this PSA.

**PART 14 - MISCELLANEOUS PROVISIONS**

**14.01 Capitalization and Formatting**

- A. Terms capitalized in this PSA include those that are:
  1. Specifically defined; or
  2. Titles of Parts or paragraphs; or
  3. Titles of reports or Deliverables



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4. Titles of other documents.
- B. Unless otherwise indicated, highlighted, **emboldened**, *italicized*, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.
- C. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

#### 14.02 Force Majeure

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

#### 14.03 Waiver

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

#### 14.04 Exclusion of Contractor's Means & Methods

- A. Consultant has not been retained or compensated to provide design and construction review services relating to the Design Builder's safety precautions or to means, methods, techniques, sequences, or procedure required for the Design Builder to perform its Work except as required by [Labor Code §6705](#). Omitted services include but are not limited to:
  1. Shoring;
  2. Scaffolding;
  3. Underpinning;
  4. Temporary erection methods and temporary bracing.
- B. Pursuant to [Labor Code §6705](#), no contract for public works involving an estimated expenditure in excess of twenty-five thousand dollars (\$25,000), for the excavation of any trench or trenches five feet or more in depth, shall be awarded unless it contains a clause requiring submission by the contractor and acceptance by the awarding body or by a registered civil or structural engineer, employed by the awarding body, to whom authority to accept has been delegated, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. Consultant is responsible for reviewing submissions provided by the Contractor pursuant to Labor Code [Labor Code §6705](#).

#### 14.05 Timely Approvals

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

#### 14.06 Ownership & Use of Instruments of Service

- A. All Instruments of Service and other materials prepared by Consultant, in whatever media, are the property of Owner. Consultant shall provide Owner with such Instruments of Service and materials at appropriate times during this PSA, and on termination or suspension of this PSA. Consultant may retain a copy for its records. Consultant does not convey, assign or transfer the intellectual property rights it has so as to limit its ability or right to develop, design or work on other projects of or for its other clients.



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- B. In the event Owner desires to re-use the Instruments of Service, in total or in part, on this Project site or any other site, or to complete any incomplete portion of construction documentation, Owner will defend, indemnify, and hold Consultant harmless from any and all claims, loss, damage, defense costs, expense, and other costs resulting from such use of Consultant prepared documents, unless Owner enters into an agreement with Consultant for Services in connection therewith.
- C. Consultant is not entitled to any fees for Owner's use of Instruments of Service unless Owner enters into an agreement with Consultant for Services in connection therewith.
- D. Copies of data exchanged by, through, and between Owner and Consultant that may be relied upon are limited to the printed copies. Computer-generated files, disks, or tapes of text, data or graphics that are furnished, are only for the mutual convenience of the parties. Any risk of translation or reliance on information obtained or derived from the computer-generated material will be at the user's sole risk, and no representations are made, either expressed or implied, as to the long-term performance of data thus transferred.

#### **14.07 Reliance**

- A. Unless otherwise indicated, Consultant may rely on the accuracy and technical quality of documents provided by Owner or the Owner's consultants.
- B. Consultant and Owner acknowledge that remodeling or rehabilitation work may require visual inspection to verify adequacy of "as-built" conditions and that Consultant cannot be responsible for those conditions not visible without exposing concealed conditions or destructive investigation. If OPM authorizes opening concealed conditions or destructive testing, Consultant will be responsible for accurately documenting the condition of those areas inspected.
- C. Consultant's review of Design Builder's Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Design Builder, all of which remain the responsibility of the Design Builder to the extent required by the Design Build Contract Documents.
- D. When the Design Build Contract Documents require Design Builder to provide professional certification of performance characteristics of materials, systems or equipment, Consultant will be entitled to rely on such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Design Build Contract Documents.

#### **PART 15 - NOTICES**

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

#### **PART 16 - LIMITS OF AGREEMENT**

- A. This PSA constitutes the entire and integrated agreement between Owner and Consultant and supersede all prior negotiations, representations, or agreements, either written or oral, preceding this PSA.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant as specified in Part 4, "Amendments," or as otherwise authorized herein.

#### **PART 17 - EXHIBITS**

- A. The following listed Exhibits referred to herein are incorporated in this PSA as though set forth in full:
  - 1. [Exhibit A, "Consultant's Hourly Rate Schedule"](#)



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2. Exhibit B, "Consultant's Staff & Subconsultants"
3. Exhibit C, "Compensation of Project Phases"
4. Exhibit D, "Example Project"
5. Exhibit E, "Definitions"
6. Exhibit F, "Indemnification And Insurance Requirements"
7. Exhibit G, "Notices"

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**PART 18 - SIGNATURES:**

Agreement for Architectural Design and Engineering services between the **County of Santa Barbara and Ravatt, Albrecht & Associates, Inc.**

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

**ATTEST:**  
 Mona Miyasato  
 County Executive Officer  
 Clerk of the Board

**COUNTY OF SANTA BARBARA:**

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

By: \_\_\_\_\_  
 Peter Adam, Chair  
 Board of Supervisors

Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**  
 General Services

**CONSULTANT:**  
 Ravatt, Albrecht & Associates, Inc.

By: Matthew P. Pontes  
 Matthew P. Pontes, Director

By: Greg Ravatt  
 Soc Sec or Tax ID Number 77-0514583

**APPROVED AS TO FORM:**  
 Michael C. Ghizzoni  
 County Counsel

**APPROVED AS TO ACCOUNTING FORM:**  
 Theodore A. Fallati, CPA  
 Auditor-Controller

By: [Signature]  
 Deputy County Counsel

By: [Signature]  
 Deputy

**APPROVED AS TO FORM:**  
 Risk Management

By: [Signature]  
 Risk Management

Dept 063    Fund 0030    Program 1930    Account 8700    Project 8751

**END OF PART 18 - END OF AGREEMENT**

**EXHIBIT A**

**CONSULTANT'S HOURLY RATES**

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

RAVATT, ALBRECHT & ASSOCIATES, INC (RA):

Position	Rate
Principal Architect	\$150.00/hr
Professional Architect/Project Mgr.	\$150.00/hr
Senior Designer	\$110.00/hr
Designer	\$95.00/hr
Principal Engineer	\$150.00/hr
Professional Engineer Electrical	\$150.00/hr
Professional Engineer Mechanical	\$110.00/hr
Senior CAD	\$85.00/hr
Drafting/CAD/Clerical	\$75.00/hr

STRUCTURAL:  
To Be Determined

COST ESTIMATION:  
AC&E Support Services \$75.00/hr

**END EXHIBIT A**

## **EXHIBIT B**

### **CONSULTANT'S STAFF & SUBCONSULTANTS**

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

### **CONSULTANT'S KEY STAFF & SUB-CONSULTANTS:**

ARCHITECTURE (Designated Project Manager)  
Greg Ravatt, AIA, Principal Architect  
**Ravatt, Albrecht & Associates, Inc.**

STRUCTURAL  
**To Be Determined**

ELECTRICAL ENGINEERING  
James Albrecht, PE, Principal Engineer  
**Ravatt, Albrecht & Associates, Inc.**

PLUMBING ENGINEERING  
James Albrecht, PE, Principal Engineer  
**Ravatt, Albrecht & Associates, Inc.**

COST ESTIMATION  
Mike Lewis  
Owner  
**AC&E Support Services**

**END EXHIBIT B**





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**EXHIBIT C**

**COMPENSATION OF PROJECT PHASES**

PSA BETWEEN THE COUNTY OF SANTA BARBARA AND  
**Ravatt, Albrecht & Associates, Inc.**  
FOR  
**ARCHITECTURAL DESIGN AND ENGINEERING SERVICES**

**PROJECT TITLE:**  
**New Cuyama Fire Station 41**

**COMPENSATION**

<b>Project Phase</b>	<b>Basic Services</b>	<b>Other Cost Item</b>	<b>Supplementary Services</b>	<b>Maximum Compensation Limit for Project Phase</b>
Pre-Design	\$42,200			\$42,200
Schematic Design	\$87,180			\$87,180
Design Development	\$0			\$0
Proposal Phase	\$18,000			\$18,000
*Construction	\$9,000			\$9,000
*Time and Materials				
<b>Maximum Compensation Limit on PSA:</b>				<b>\$156,380</b>

Consultant's compensation shall be in accordance with Part 11 of the PSA.

**END EXHIBIT C**



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**EXHIBIT D**

**Example Project**

**Boulevard Fire Station**

**Architecture Basis of Design and Performance Specifications**

Exhibit D is binding on Consultant only for the informational purposes described in Part 5.04 of the PSA.  
Exhibit D is otherwise not binding on Consultant.



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EXHIBIT E

**DEFINITIONS**

*As-builts (As-built Drawings and Specifications).* The term "As-builts" shall mean the record copy of the Design Build Contract Documents prepared by the Design Builder to record as-built conditions, current changes, and selections made during construction.

*Bridging Documents.* Documents or studies produced by the Bridging Architect, often referred to as the "master Architect" in the design build process. Bridging Documents convert the owner's goals and criteria into clear industry language and are used to secure competitive proposals from design build contractors.

*Consolidated Pre-Design Assessment Report.* An evaluation of the site, Project components, and owner produced information and data prior to the design phase.

*Construction Meetings.* Project meetings occurring during the construction phase.

*Coordination.* The term "Coordination" shall mean that the documents shall be consistent and in conformance each part with all other parts.

*Design Build Contract Documents.* The term "Design Build Contract Documents" shall mean the Advertisement for Design Builder Prequalification, Request for Proposals, Price Proposal Form, Agreement, General Conditions, Supplementary Conditions, Design Builder's Proposal, Specifications, List of Drawings, Drawings, Addenda, Notice to Proceed, Change Orders, Notice of Completion and all other items identified as Design Build Contract Documents in the Design Build Contract.

*Design Build Design Submittals.* The term "Design Build Design Submittals" shall mean the documents prepared by the Design Builder and submitted to the County for review as described in the Design Build Contract Documents.

*Design Builder.* The entity hired by the County of Santa Barbara to design and construct the New Cuyama Fire Station 41 project.

*Design Meeting.* Project meetings conducted during the design phases with the intent of designing a Project that meets the needs of the Owner.

*Instruments of Service.* Any work produced by the Bridging Architect for the Project, including but not limited to all Bridging Documents.



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*Owner Approved Construction Cost (OACC).* The term "Owner Approved Construction Cost (OACC)" shall mean County's written statement of funds available to pay for the cost of all construction, including construction and design related to the Design Build Contract.

*Owner's Authorized Representative (OAR).* The Manager, Capital Projects Division, General Services Department.

*Owner's Project Manager (OPM).* The OAR or an individual appointed by the OAR.

*Principal Architect (or Engineer).* The term "Principal Architect" or "Principal Engineer" shall mean the specific County-approved individual named in this Agreement who is the Master Architect's designated principal or staff member in charge of providing all services required by this Agreement.

*Project.* The term "Project" means the New Cuyama Fire Station 41 Design Build project, as described in this Agreement.

*Project Program.* The term "Project Program" is a written statement prepared by the Master Architect of County's design objectives, constraints, and criteria, including space requirements and relationships, flexibility and expendability, special equipment and systems, and Project site requirements.

*Project Schedule.* The term "Project Schedule" shall mean the schedule prepared by County showing Project milestones, funding, design, design review, construction, and other deadlines applicable to the Project.

*Request for Proposal (RFP).* The term "Request for Proposal" shall mean those documents prepared and furnished by County for the purpose of obtaining proposals from Design Builders to design and build the Project, including without limitation, the General Conditions and General Requirements.

*Schematic Design Documents.* Architectural Basis of Design and Performance Specifications. Documents and drawings that illustrate the relationship and scale of the components of the Project.

*Schematic Design Phase.* The phase of design services in which the design professional consults with an owner to clarify the Project requirements. The design professional prepares schematic design studies with drawings and other documents illustrating the scale and relationship of the Project's components to the owner.

*Schematic Design Site Plan.* Conceptual Site plan which includes a rough layout based on programming and other schematic design documents.

*Schematic Design Studies.* Studies performed during the Schematic Design Phase, necessary in developing Schematic Design Documents.



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*Space Plan Document.* Plan which details the configuration and layout of the site.

*Statement of Probable Cost.* A cost estimate prepared by the design professional during each of the design phases for the owner's use.

**END EXHIBIT E**



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

INDEMNIFICATION

CONSULTANT agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT and its employees, subconsultants, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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



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4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONSULTANT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONSULTANT to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.



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6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONSULTANT shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The CONSULTANT shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subconsultants** – CONSULTANT shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that COUNTY is an additional insured on insurance required from subconsultants.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.





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

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

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

**END EXHIBIT F**



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

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**EXHIBIT G**  
**NOTICES**

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

- a. **Owner:**

County of Santa Barbara  
General Services Department  
Capital Projects Division  
912 W. Foster Road  
Santa Maria, CA 93455

Attention: Todd Morrison

- b. **Consultant:**

RAVATT, ALBRECHT & ASSOCIATES, INC.  
3203 Lightning Street  
P.O. Box 528  
Santa Maria, CA 93456-0528

Attention: Greg Ravatt, AIA

**END EXHIBIT G**