

Attachment 1

Professional Services Agreement



PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA BARBARA

And

19six Architects

Architectural Design and Engineering Consulting Services

For

**Santa Ynez Valley Airport Authority
U.S. Forest Service Building Apparatus Rebuild**

PROJECT NUMBER: 21062

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PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES

This is an agreement between THE COUNTY OF SANTA BARBARA ("Owner" or "County") and 19six Architects, a California corporation ("Consultant" or "CONTRACTOR" and, together with County, collectively, the "Parties" and each individually a "Party").

PART 1 - RECITALS

- 1.01 WHEREAS**, this Professional Services Agreement ("PSA" or "Agreement") sets forth the terms and conditions pursuant to which Consultant, as a Professional, will provide professional services to Owner in connection with Owner's Santa Ynez Valley Airport Authority U.S. Forest Service Building Rebuild Project ("Project"); and
- 1.02 WHEREAS**, Consultant was selected by means of the County's qualifications-based selection ("QBS") process, and represents itself as a Professional having the requisite qualifications, licenses and agrees to perform the Services (defined below).

NOW, THEREFORE, Owner and Consultant agree as follows:

PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 Agreement For Services

- A. This PSA sets forth the terms and conditions pursuant to which Consultant, as a Professional, will provide services to the County as set forth herein ("Services").

2.02 Maximum Compensation

- A. The sum of all Project Agreements issued pursuant to this PSA shall not exceed two hundred forty-four thousand two hundred fifty-five dollars (\$244,255.00) ("Maximum Compensation Limit" or "MCL"). 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 PSA is effective as of first the date it is duly executed by both of the parties hereto, and shall remain in effect for a period of 24 months thereafter, unless earlier terminated in accordance with the provisions of this Agreement ("Term").

2.04 Scope

- A. The Services and Deliverables identified in "Consultant's Scope of Work & Hourly Rates," attached hereto as Exhibit A and incorporated herein by reference ("SOW"), 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 Project Manager ("OPM") within the scope of this PSA.

PART 3 - OWNER'S RESPONSIBILITIES

3.01 Owner Provided Information



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

3.02 Approval & Permit Fees

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

PART 4 - PROJECT SCOPE OF WORK (SOW)

4.01 Changes in Scope

- A. If Owner requests a change in the requirements of the SOW that Consultant contends is material and justifies an increase in compensation, Consultant must, within fourteen (14) calendar days of the Owner's request, advise Owner in writing of such contention before proceeding with such change. If written notice is not given to Owner within such 14-day period, such change shall be deemed immaterial, and Consultant shall not be entitled to additional compensation for such change.
- B. If Owner causes a material change in the Service(s) or Deliverable(s), Consultant must, within fourteen (14) calendar Days of the event that caused the material change, notify Owner in writing that Consultant contends Owner has caused a material change in the Service(s) or Deliverable(s). After said notification, Consultant must provide such Service or Deliverables as directed by OPM. If OPM concurs that there has been a material change in Service(s) or Deliverable(s), payment to Consultant will be adjusted in accordance with Part 10.01.A.3, "Changes," below.
- C. If there is a material increase in the Service(s) or Deliverable(s) required to complete a Project Agreement, and such increase is not in any way attributable to the acts or omissions of Consultant, and 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 Agreement. Such assistance must, if requested by OPM, also include a determination of any other Services necessary to complete the Project.
- D. If there is a material decrease in the Services or Deliverables required to complete a Project Agreement, Consultant shall immediately notify OPM of such decrease, and agrees to accept a reasonable corresponding reduction in compensation hereunder.

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 as 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, delegate, or transfer, whether by operation of law or otherwise, this PSA or any of Consultant's rights or obligations hereunder, without the prior written consent of County, and any attempt to so assign, delegate,



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or transfer 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 set forth in Exhibit B, attached hereto and incorporated herein by reference ("Subconsultants"), in performing the Services under this Agreement. Consultant shall be responsible for directing the work of authorized Subconsultants, and for all compensation and benefits due to Subconsultants, if any. County assumes no responsibility whatsoever concerning such compensation or benefits. 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 all Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's profession and area of specialty in the State of California.
 2. At all times during the Term, Consultant shall perform all Services in compliance with all applicable federal, state, and local codes, statutes, laws, regulations and ordinances ("Applicable Laws").
 3. Consultant shall use its professional judgment and expertise to verify interpretations of Applicable Laws from the appropriate Government Agency(ies) and authorities having jurisdiction over the Project. Such efforts shall be undertaken in accordance with the acceptable standard of care for this type of Project.
- B. Funding by Governmental Agencies
1. If applicable to this PSA, when a Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant shall comply with all requirements of such Federal, State, or outside funding sources, including, but not limited to, requirements set forth in the Construction Documents.
- C. HCAI (formally known as OSHPD) Jurisdiction
1. If applicable to this PSA, when a Project is within the jurisdiction of the State of California, Department of Health Access and Information ("HCAI" formally known as OSHPD), Consultant's Instruments of Service must meet all HCAI requirements.
- D. Sequence of Consultant's Services
1. Consultant's Services shall proceed sequentially by the Phases described in the SOW unless otherwise agreed or directed by the Owner in writing duly executed by OPM.
 2. The Milestone Schedule for completion of the Services is set forth in the SOW.
- E. Submittal of Deliverables
1. Each submittal shall include a declaration statement, signed by a principal of Consultant's firm, that Consultant coordinated the work of Consultant and its Subconsultants, that the submittal is accurate and complete, and that all prior review comments have been incorporated and coordinated.
 2. Consultant shall furnish to Owner, in form and format suitable for reproduction, original reproducible files and other Instruments of Service, and computer flash drives containing each submittal in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2003 or newer.



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F. Printing & Reproduction

1. Consultant shall pay for all printing and reproduction cost incurred in the performance of the Services.
2. Owner will print coordination check documents to be used by the Owner beyond the number of copies identified in the SOW at Owner's expense.
3. If applicable to this PSA, Owner will print Bid Documents for distribution to Bidders at Owner's expense.

G. Meetings

1. Required meetings are as specifically identified in the SOW.
2. 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.
3. The Consultant's fee for attendance at and preparation of minutes for all meetings specifically identified in the SOW will be considered included in the overall fee identified for this PSA.

H. Consultant's Staff and Subconsultants

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

5.04 Basic Services & Deliverables: See Exhibit A

PART 6 - CONSULTANT'S SCHEDULE

6.01 Schedule

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

PART 7 - INDEMNIFICATION & INSURANCE

7.01 Exhibit D Indemnification and Insurance Requirements

- A. Consultant shall comply with all indemnification and insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by reference.

PART 8 - REPRESENTATION BY COUNSEL

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



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attorneys' fees in Part 7, "Indemnification & Insurance" applies only in the indemnification context in Part 7, "Indemnification & Insurance."

PART 9 - HAZARDOUS MATERIALS

9.01 Responsibility for Hazardous Materials

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

PART 10 - COMPENSATION & PAYMENT

10.01 Compensation

- A. Payments will be made as set forth herein
 1. Maximum Compensation Limit
 - a. The Maximum Compensation Limit ("MCL") includes the maximum aggregate amount of compensation payable to Consultant hereunder, including for all authorized Services and authorized Reimbursable expenses. Total payment by Owner shall not exceed the MCL specified in Exhibit C, attached hereto and incorporated herein by reference, and Consultant is fully responsible for provision of all Services and Deliverables, compensation for which shall not exceed the MCL.
 2. Consultant's Hourly Rate Schedule
 - a. Consultant's Hourly Rate Schedule is set forth in the SOW.
 - b. Modifications to Consultant's Hourly Rate Schedule shall not be allowed.
 - c. Non-Fixed fee Services provided by Subconsultants are subject to the OAR's prior written approval, and are to be identified in this PSA.
 3. Changes
 - a. If, during the Term of this PSA, circumstances constituting a material change in scope as described in Part 4.01, "Changes In Scope", arise, Consultant will be entitled to compensation therefore, within the MCL. If such changes mean that the SOW cannot be completed as originally envisioned, then Consultant 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 MCL.
 4. Prevailing Wages
 - a. Consultant acknowledges that work performed on site to support the Services under this PSA constitutes a public work within the meaning of California Labor Code Section 1720, and that the requirements of Section 1771, et. seq. apply to such public work. Consultant has included (and shall include) consideration for this obligation in calculating compensation and cost estimates under this PSA.



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5. Errors and Omissions

- a. Consultant must correct all errors and omissions attributable to acts and/or omissions of and/or on behalf of Consultant and/or Subconsultants without cost to Owner.
- b. Owner has the right to pursue claims for any errors and omissions of or on behalf of Consultant and/or Subconsultant(s).

10.02 Reimbursable Expenses

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

10.03 Supplementary Services & Deliverables

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

10.04 Payment

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

10.05 Release of All Claims

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

10.06 Timely Billings

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

10.07 Consultant's Accounting Records

- A. Accounting System & Records Retention
 1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years after



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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 relating to the performance or administration of this PSA, or affecting any changes or modifications to this PSA.

C. Applicability to Subcontracts

1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts, including, but not limited to, contracts with Subconsultants, exceeding Ten Thousand Dollars (\$10,000) in value in connection with this PSA, including any modification(s) thereof.

PART 11 - TERM & TERMINATION

11.01 Owner's Rights

A. Termination for Convenience

1. OPM may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work as specified in the notice.
2. If this PSA is so terminated, Consultant will be compensated as set forth below.

B. Termination for Breach

1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner may determine is necessary and appropriate, after receipt of written notice from the County's OPM specifying such failure or violation, whether subject to cure, and, if subject to cure, the time and manner of cure, Owner may terminate this PSA.
2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.
3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment due to Consultant for Services performed prior to such termination for convenience in accordance with Section 11.02, below.

C. Suspension for Convenience

1. OPM may, without cause, order Consultant in writing to suspend, delay, or interrupt the Services under this PSA in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision, and such suspension shall not constitute a breach in this Agreement.

- D.** The rights and remedies provided herein to Owner are in addition to any other rights and remedies provided by law in this PSA.

11.02 Consultant's Compensation Upon Termination



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

11.03 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 if so provided by Owner in such notice of termination.

PART 12 - DISPUTE RESOLUTION

12.01 Consultant's Questions & Concerns

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

12.02 Dispute Resolution During Construction

- A. Alternate Dispute Resolution (ADR)
 - 1. Owner intends, but shall not be required, to use ADR techniques including Partnering and Mediation during Design.
- B. Consultant and its Subconsultants shall participate in all ADR efforts as directed by Owner.
- C. In the event that Owner elects to utilize such ADR, the cost of such Partnering training facilities and facilitator will be borne equally by the parties hereto.

12.03 Negotiations Before and During Mediation

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

12.04 Mediation

- A. Voluntary Mediation
 - 1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant may 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 hereto to evaluate each other's cases and arrive at a mutually agreeable solution.
 - 3. These provisions relating to voluntary Mediation shall not be construed or interpreted as mandatory arbitration.
- B. Initiation of Mediation
 - 1. Any party hereto may initiate Mediation by notifying the other party hereto in writing.



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C. Request for Mediation

1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.
2. Within ten (10) days of a Party's receipt of a Request for Mediation, the Party in receipt of such Request for Mediation shall provide to the requesting Party a written response indicating whether the receiving Party is willing to participate in voluntary, non-binding mediation with respect to such dispute or claim.

D. Selection of Mediator

1. Within fourteen (14) days of a Party's written response to a Request for Mediation indicating that such Party is willing to participate in mediation with respect to the dispute or claim at issue, the Parties will confer to select an appropriate mediator agreeable to all Parties.
2. If the Parties cannot agree on a mediator, they may accept a mediator appointed by a recognized association such as the American Arbitration Association.

E. Qualifications of a Mediator:

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

F. Vacancies

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

G. Representation

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

H. Time and Place of Mediation

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

I. Identification of Matters in Dispute

1. Unless a longer period of time is required by the Mediator, at least ten (10) days before the first scheduled Mediation session, each Party must provide the Mediator a brief memorandum setting forth such Party's position with regard to the issues identified in the Request for Mediation, and any other pertinent issues that such Party believes need to be resolved. At the discretion of the Mediator, or otherwise agreed by the Parties, the Parties may mutually exchange such memoranda.



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2. At the first Mediation session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each Party to supplement such information.

J. Authority of Mediator

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

K. Privacy

1. Mediation sessions are private.
2. The Parties and their representatives may attend Mediation sessions.
3. Other persons may attend Mediation sessions only with the prior written consent of each of the Parties, and with the consent of the Mediator.

L. Confidentiality

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

M. No Stenographic Record

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

N. Termination of Mediation

1. The Mediation shall be terminated:
 - a. By the execution of a Settlement Agreement by the Parties with respect to the issues subject to the Mediation;



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- 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 one or more of the Parties to the effect that the Mediation proceedings are terminated.
- O. Exclusion of Liability
- 1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.
- P. Interpretation and Application of These Mediation Provisions
- 1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.
- Q. Expenses
- 1. The expenses of witnesses for each Party must be paid by the Party producing such 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, and the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned equally between the Parties, or otherwise, as the Mediator finds appropriate, or as may otherwise be agreed by the Parties; provided, however, that a Party shall not be responsible for any such Mediation expense to which such Party did not consent in advance in writing.

12.05 Compensation for Participation in Mediation

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

PART 13 - MISCELLANEOUS PROVISIONS

13.01 Capitalization and Formatting

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

13.02 Force Majeure

- A. Neither Party shall be liable to the other Party for damages or delay in performance caused by events beyond the control of such Party or such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, provided that (i) such events are not in any way attributable to any act or omission of such Party or any of such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, and (ii) the Party claiming such



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delay promptly provides written notice to the other Party specifying the cause and a good faith estimate of the duration of such delay (“Force Majeure Notice”), and (iii) such Party cures such delay and resumes performance hereunder as soon as practicable under the circumstances. Except for those commitments identified in the Force Majeure Notice, the affected Party shall not be relieved of its responsibility to fully perform as to all other obligations of such Party under this Agreement. Notwithstanding the foregoing, if such Force Majeure event continues for a period of more than 90 days from the date of such Force Majeure Notice, the County shall be entitled, in its sole discretion, to terminate this Agreement.

13.03 Waiver

- A. In the event any provision of this PSA is held to be invalid and unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding on the Parties.
- B. One or more waivers by either Party of any provision, term, condition or covenant shall not constitute a waiver of any subsequent breach.

13.04 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.

13.05 Ownership & Use of Instruments of Service

- A. Owner shall be the owner of the following items incidental to this Agreement upon creation, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Consultant shall not release any of such items to any other person except after prior written approval of Owner.
- B. Unless otherwise specified herein, Consultant hereby assigns to Owner all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Consultant pursuant to this PSA (collectively referred to as “Copyrightable Work and Inventions”). Owner shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Consultant agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Consultant warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay all damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this PSA.
- C. Consultant is not entitled to any fees for Owner's use of Instruments of Service unless Owner enters into an agreement with Consultant for Services in connection therewith.

13.06 Reliance

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

13.07 Taxes



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- A. Consultant shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this PSA and shall make any and all payroll deductions required by law. Owner shall not be responsible for paying any taxes on Consultant's behalf, and should Owner be required to do so by state, federal, or local taxing agencies, Consultant agrees to promptly reimburse Owner for the full value of such paid taxes plus interest and penalty, if any. Such taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

13.08 Conflicts of Interest

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

13.09 No Publicity or Endorsement

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

13.10 Non-Discrimination

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

13.11 Execution in Counterparts

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

13.12 Governing Law

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

PART 14 - NOTICES

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

PART 15 - LIMITS OF AGREEMENT



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- A. This PSA constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereof, 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, except as otherwise expressly authorized herein.
- C. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

PART 16 - EXHIBITS

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



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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the date executed by the COUNTY.

County of Santa Barbara

By: _____
**DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS**

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

CONSULTANT:
19six Architects

By: _____
Deputy

By: Jeffrey E. Haight
Authorized Representative

Name: ~~Alan Kroeker~~ **Jeffrey Haight**
Title: ~~Chief Executive Officer~~ **Principal**
Address: 802 E. Cota St, Suite A
City/State/Zip: Santa Barbara, CA 93103

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

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

DocuSigned by:
By: Lauren Wideman
Deputy County Counsel

DocuSigned by:
By: [Signature]
Deputy

APPROVED AS TO FORM:
GREGORY MILLIGAN
RISK MANAGER

RECOMMENDED FOR APPROVAL:
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:
By: Greg Milligan
Risk Manager

DocuSigned by:
By: Kirk Lagerquist
Department Head

END OF AGREEMENT

EXHIBIT A**SCOPE OF WORK; HOURLY RATES**

The following hourly rates, which include all overhead, administrative costs, and profit, shall apply to hourly-rate Services. Any rate increases must be approved in advance in writing by the OPM, and shall thereafter take effect on the following 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 this Exhibit A, and the addition of personnel not identified in Exhibit B, 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 prior written approval by the OPM in each instance as an administrative modification to the PSA.

CONSULTANT FIRM NAME: 19six Architects

SCOPE OF WORK:

Phase 1 – Project Initiation and Architectural & Structural Review: Establish overall project schedule and work plan to achieve completion of the existing building assessment, design, and construction documents to meet project goal dates; review available project documentation; identify County goals, objectives and expectations; finalize list of program meetings/site visits of the existing facility to be held with building users and stakeholder's with tentative dates set. Review existing conditions, take any observations/measurements needed, decide on and conduct any testing and/or data recording necessary; review existing drawings and construction area, including exterior, roof system and adjacent connected structure. A minimum of (2) site visits shall be allotted for this effort. Develop a design approach for review and confirmation with the County staff. Assembly and submittal of a preliminary cost estimate at the conclusion of Phase 1 is required. All estimates shall follow CSI Division and subsection formatting.

Phase 2 – Schematic Design: Document spatial requirements and relationships for use in preparation of design documents. Analysis of existing site conditions, structural conditions, separation requirements and determination of new design parameters. Prepare design documents (plans and outline technical specifications) for review with County staff, sufficient to illustrate the proposed design solution and outline potential impacts to the existing structure, adjacent connected structure and surrounding. Assembly and submittal of a cost estimate at the conclusion of Phase 2 is required. All estimates shall follow CSI Division and subsection formatting.

Approval of the Design package shall be required in advance of proceeding to Phase 3.

Phase 3 – Complete Design and Construction Documents: At the conclusion of this phase, the County shall receive a complete and bid-ready set of 100% Construction Documents (plans and specifications). All designs shall comply with Americans with Disabilities Act (ADA) design standards and ADA Accessibility Guidelines (ADAAG).

- **Architecture:** Plans, sections, elevations, and details as necessary, sufficient to support the new apparatus bay construction, including patch back, repair, architectural finishes, flashing, etc.
- **Structural:** Plans and details as necessary, sufficient to support the new apparatus bay design. Verification is required for any loading changes (positive or negative) on the existing structure.
- **Mechanical, Electrical, Plumbing, Fire Sprinklers and Fire Alarm:** Complete plans and details sufficient to define and describe the project in full. Plans shall be coordinated across disciplines as required for a fully functional system. A complete plan set shall address all issues and may include: floor plans, detailed floor plans, roof plans, equipment schedules, controls, sequence of operations, redundancy of systems, mounting (wall, pad, roof, etc.), bracing (regular and/or seismic as required), noise and vibration isolation, and tie-in's to existing infrastructure and utilities.
- **Civil / Site Design:** Plans and details as required, sufficient to support the new apparatus bay design. Consultant shall ensure ADA approval constraints, drainage, utilities, traffic, acoustical, site balance and access are addressed therein, as necessary.
- **Landscape:** Not required unless modifications to existing landscape areas are made.



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- **Specifications:** As necessary and sufficient to describe the products and requirements of the project including but not limited to: basis of design items, identification of acceptable materials and products, coordination requirements, common work results, identification, start-up, test and balance, commissioning, etc. CSI formatting for specification sections is required.
- **Signage:** Code required signage included as part of this deliverable.
- **Schedule and Estimate:** Develop a detailed schedule and submit an independent final cost estimate for review.

The Construction Documents (CD) package assembled shall be 100% and ready for bid by the County. Assembly and submittal of a cost estimate at the conclusion of Phase 3 is required. All estimates shall follow CSI Division and subsection formatting.

Phase 4 - Construction Administration: Bidding support will be required from Architect and Structural Engineer for Construction Administration. Construction Administration and Inspection services may include, but are not limited to, the following:

- **Bid Phase:**
 Consultant Architect/Engineer shall be responsible for timely review and reply to all pre-bid Requests for Information (RFIs) and any pre-bid product substitution requests to meet County response deadlines. Any required addenda drawings, clarifications, design changes, or design team required responses shall be provided to the County for issuance in formal bid addenda. After the bid, final incorporation of all addenda into a conformed set (both plans and specifications) for construction and issuance to the winning bidder shall be the responsibility of the Consultant Architect/Engineer.
- **Bid Results and Architect/Engineer Responsibility for Re-Design:**
 In the event the actual construction bids exceed the 100% CD estimate by more than 10%, and the County elects - for any reason whatsoever - not to move forward with award based on the bid results, the Architect/Engineer shall be responsible to provide re-design services at no additional cost to the County to bring the project back to the 100% CD Budget. Re-design modifications shall be coordinated with and approved by the County prior to plan and specification revisions. The timeline for such revisions shall be three (3) weeks from the date of notification from the County.
- **Course of Construction:**
 Consultant Architect/Engineer shall be responsible for timely review and responses to RFIs, submittals, and contractor change order requests. Consultant Architect/Engineer shall prepare Cost Request Bulletin's for issuance to the contractor for Owner initiated/requested changes. Consultant Architect/Engineer shall be responsible to coordinate with all sub-consultants and issue all additional instructions, bulletins, or other clarification documents as required. Consultant Architect/Engineer shall perform site visits (3 per month) during construction and prepare site visit reports. Any sub-consultant site visits shall be in sufficient quantity to observe the work in enough detail to sign off on the final installations. Consultant Architect/Engineer shall be responsible for coordinating Subconsultant site visits with the Owner and contractor, coordinating the punch-list development – including Subconsultants - issuance, and sign-off. Consultant Engineer's attendance at weekly project meetings, special coordination meetings, and pre-installation meetings is required as necessary. Coordination of all Subconsultant responses and communications, and coordination with the County on cost impact clarifications shall be the responsibility of the Consultant Architect/Engineer. Consultant Architect/Engineer shall be responsible for preparing record drawings and project documents.

END EXHIBIT A

EXHIBIT B

CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be Rosa Alvarado, Architect and Jeff Haight, Structural Engineer. Consultant declares that the Project Manager shall be Jeff Haight.
- B. Consultant will only employ Subconsultants identified in the Consultant's response to the County's RFQ for this project, and each Subconsultants must, if their profession or specialty is licensable, be licensed by the State of California to perform such Services. Consultant must obtain Owner's prior written approval of any other subconsultants or subcontractors. Upon Owner's request, Consultant shall provide copies of all Subconsultant contract agreements to Owner.
- C. None of the Staff or Subconsultants shall be replaced without OPM's prior written 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, upon written notice from Owner's Project Manager, Consultant shall, within fifteen (15) calendar days, remove such person from the Project and provide a qualified replacement acceptable to OPM, and subject to OPM's prior written approval.

END EXHIBIT B



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EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Fixed Fee for the Basic Services described in <u>Exhibit A</u> , "Consultant's Scope of Work and Hourly Rates" shall be:	
	Phase 1 – Project Initiation and Architectural & Structural Review	\$40,650.00
	Phase 2 – Design	\$18,800.00
	Phase 3 – Complete Design and Construction Documents	\$90,850.00
	Phase 4 - Construction Administration	\$71,750.00
	SUBTOTAL: Fixed Fee for Basic Services	\$222,050.00
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	1 \$0
c.	Allowance for Additional Basic Services (PSA Part 5.04) and Supplementary Services (PSA Part 10.03) that may be authorized by the Owner in writing pursuant to issuance of a Supplementary Services (SS) Order , issued during the period of the PSA.	\$22,205.00
2.	MAXIMUM COMPENSATION (a+b+c)	\$244,255.00

3. PROGRESS PAYMENTS

- For **FIXED FEE** portion, Progress Payments will be on the basis of completion of Project Milestones.
- For **HOURLY FEE** portion, Progress Payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A or B to the PSA. **(Consultant must include back up information for payment including a breakdown of the staff hours for particular tasks performed: task-fee breakdown)**
- Only invoices identifying personnel listed in Exhibit A or B to the PSA will be accepted by Owner for payment.
- Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period; completed milestones and deliverables.

END EXHIBIT C



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

INDEMNIFICATION

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR'S proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay County's cost of defense to the fullest extent permitted by law.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. **Minimum Scope of Insurance**
 Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.



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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required



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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. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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

END EXHIBIT D

EXHIBIT E

NOTICES

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

a. Owner:

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

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

b. Consultant:

19six Architects
802 E. Cota St, Suite A
Santa Barbara, CA 93103

Attention: Jeff Haight, Principal

END EXHIBIT E

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February 22, 2023

Fernando Orta, Project Manager
 County of Santa Barbara
 1105 Santa Barbara Street, 2nd Floor
 Santa Barbara, CA 93101



Subject: 19six Architects Cost Proposal for Architectural and Structural Engineering Services(Project No. 21062)

Dear Mr. Orta,

We are respectfully submitting this fee proposal for the subject project. Our understanding of the project is based on our review of the Request for Proposal with Addendum 1 dated February 7, 2023 and Addendum 2 dated February 16, 2023.

PROJECT DESCRIPTION

Our understanding of the scope of work is to include, but not limited to the following: professional architectural and engineering services to provide the County with an architectural and structural assessment of the approximately 7,400 square-foot commercial structure, and provide design and constructions administration services for the repair or new construction of the apparatus bay. Please note that the fees associated with each of the project phases are based on replacement of the construction, not repairs. After the damage investigation is completed, we look forward to working with the County to determine the appropriate scope of services and assure the fees are commensurate.

As indicated in the RFQ, the work will include (4) Phases, as delineated below:

**PROPOSED
 FEE FOR
 ALL FOUR (4)
 PROJECT
 PHASES**

SINGLE CONTRACT LUMP SUM:

- Phase One – Project Initiation and Architectural & Structural Review	\$ 40,650
- Phase Two – Schematic Design	\$ 18,800
- Phase Three – Complete Design and Construction Documents	\$ 90,850
- Phase Four – Construction Administration (to include Bidding efforts)	\$ 71,750
Total	\$ 222,050

SCOPE OF SERVICES

A. PHASE ONE – PROJECT INITIATION AND ARCHITECTURAL & STRUCTURAL REVIEW

1. Establish overall project schedule and work plan to achieve completion of the existing building assessment, design, and construction documents.
2. Review available project documentation; identify County goals, objectives and expectations.
3. Finalize list of program meetings/site visits of the existing facility to be held with building users and stakeholders with tentative dates set.
4. Review existing conditions, take any observations/measurements needed.
5. Decide on and conduct any testing and/or data recording necessary.
6. Review existing drawings and construction area, including exterior, roof system and adjacent connected structure.
 - a. A minimum of (2) site visits shall be allotted for this effort.
7. Develop a design approach for review and confirmation with the County staff.
8. Assemble and submit the preliminary cost estimate at the conclusion of Phase 1.

Fee \$ 40,650

B. PHASE TWO – SCHEMATIC DESIGN

1. Document spatial requirements and relationships for use in preparation of design documents.
2. Analyze the existing site conditions, structural conditions, separation requirements and determine new design parameters.
3. Prepare design documents (plans and outline technical specifications) for review with County staff, sufficient to illustrate the proposed design solution and outline potential impacts to the existing structure, adjacent connected structure and surroundings.
4. Assemble and submit the cost estimate at the conclusion of Phase 2.

Fee \$ 18,800

C. PHASE THREE – COMPLETE DESIGN AND CONSTRUCTION DOCUMENTS

At the conclusion of this phase, the County shall receive a complete and bid ready set of 100% Construction Documents (plans and specifications). All designs shall comply with Americans with Disabilities Act (ADA) design standards and ADA Accessibility Guidelines (ADAAG).

1. Architecture: Plans, sections, elevations, and/or details if/as necessary, sufficient to support the new apparatus bay construction, including patch back, repair, architectural finishes, flashing, etc.
2. Structural: Plans and details as necessary, sufficient to support the new apparatus bay design. Verification is required for any loading changes (positive or negative) on the existing structure.
3. Mechanical, Electrical, Plumbing, Fire Sprinklers and Fire Alarm: Complete plans and details sufficient to define and describe the project in full. Plans shall be coordinated across disciplines as required for a fully functional system. It is expected a complete plan set will address all issues and may include: floor plans, detailed floor plans, roof plans, equipment schedules, controls, sequence of operations, redundancy of systems, mounting (wall, pad, roof, etc.), bracing (regular and/or seismic as required), noise and vibration isolation, and tie-in's to existing infrastructure and/or utilities.
4. Civil / Site Design: Plans and/or details if/as required, sufficient to support the new apparatus bay design. Shall ensure ADA approval constraints, drainage, utilities, traffic, acoustical, site balance and access are addressed, as necessary.
5. Landscape: Not required unless modifications to existing landscape areas are made.
6. Specifications: As necessary. Sufficient to describe the products and requirements of the project including but not limited to: basis of design items, identification of acceptable materials and products, coordination requirements, common work results, identification, start-up, test and balance, commissioning, etc. CSI formatting for specification sections is required.
7. Signage: Code required signage included as part of this deliverable.
8. Schedule and Estimate: Develop a detailed schedule and submit an independent final cost estimate for review.
9. The Construction Documents (CD) package assembled shall be 100% and ready for bid by the County.
10. Assemble and submit a cost estimate at the conclusion of Phase 3.

Fee

\$ 90,850

D. PHASE FOUR – CONSTRUCTION ADMINISTRATION (TO INCLUDE BIDDING EFFORTS)

Bidding support will be required from Architect and Structural Engineer for Construction Administration. Construction Administration and Inspection services may include, but are not limited to, the following:

1. Bid Phase:
 - Architect/Engineer shall be responsible for timely review and reply to all pre-bid Requests for Information (RFIs) and any pre-bid product substitution requests to meet County response deadlines. Any required addenda drawings, clarifications, design changes, or design team required responses shall be provided to the County for issuance in formal bid addenda. After the bid, final incorporation of all addenda into a conformed set (both plans and specifications) for construction and issuance to the winning bidder shall be the responsibility of the Architect /Engineer.
 - Bid Results and Architect/Engineer Responsibility for Re-Design: In the event the actual construction bids exceed the 100% CD estimate by more than 10%, and the County elects - for any reason whatsoever - not to move forward with award based on the bid results, the Architect/Engineer shall be responsible to provide re-design services at no additional cost to the County to bring the project back to the 100% CD Budget. Re-design modifications shall be coordinated with and approved by the County prior to plan and specification revisions. The timeline for such revisions shall be three (3) weeks from the date of notification from the County.
2. Course of Construction:
 - Architect/Engineer shall be responsible for timely review and responses to RFIs, submittals, and contractor change order requests. Architect /Engineer shall prepare Cost Request Bulletin's for issuance to the Contractor for Owner initiated/requested changes. Architect /Engineer shall be responsible to coordinate with all sub-consultants and issue all additional instructions, bulletins, or other clarification documents as required. Architect /Engineer shall perform site visits (3 per month) during construction and prepare site visit reports. Any sub-consultant site visits shall be in sufficient quantity to observe the work in enough detail to sign off on the final installations.
 - Architect/Engineer shall be responsible for coordinating sub-consultant site visits with the Owner and Contractor, coordinating the Punch-list development – including sub-consultants - issuance, and sign-off. Engineer's attendance at weekly project meetings, special coordination meetings, and pre-installation meetings is required as necessary. Coordination of all sub-consultant responses/communications, and coordination with the County on cost impact clarifications shall be the responsibility of the Architect/Engineer.
3. Architect /Engineer shall be responsible for preparing record drawings, project documents.


Fee


\$ 71,750


Total Fee


\$222,050


HOURLY RATE SCHEDULE

19SIX ARCHITECTS			
Principal III	\$295	Architect I / Project Manager I / Structural Engineer I / Civil Engineer I / Interior Designer Mel Enriquez, John Ross, & Tom Castro	\$150
Principal II	\$280	Graphics II	\$150
Principal I Jeffrey Haight & Rosa Alvarado	\$265	Project Support III / Job Captain Rachel Strange	\$130
LEED Accredited Professional II	\$275	Project Support II	\$115
Market Sector Leader / Studio Director	\$220	Closeout Specialist	\$130
Specifications Writer	\$210	Graphics I	\$115
Architect III / Senior Project Manager	\$205	Project Support I	\$105
LEED Accredited Professional I	\$210	Administrative Staff I	\$100
Architect II / Project Manager II	\$175	Technical Staff	\$ 90
<p><i>Overtime Rate: Time & One-Half</i> <i>Note: 19six Architects reserves the right to adjust hourly rates every six months to meet economic conditions.</i></p>			

MECHANICAL ENGINEERING CONSULTANTS			
Principal	\$225	Title 24 Energy Analyst	\$145
Senior Engineer	\$200	Senior Drafter	\$140
Engineer/Senior Designer	\$185	Drafter	\$130
Assistant Engineer I	\$170	Technical Assistant	\$115
Assistant Engineer II	\$160		
<p><i>Overtime may be charged at 1.5 times the standard billing rates. All labor rates will be subject to annual increase.</i></p>			

ALAN NOELLE ENGINEERING			
Lighting Designer (Principal)	\$230	Electrical Designer	\$130
Electrical Engineer (Principal)	\$180	BIM Manager	\$120
Electrical Engineer (Senior)	\$150	BIM/CAD Drafting	\$ 90
Lighting Designer	\$135	Office Staff Support	\$ 80
<p><i>Overtime may be charged at 1.5 times the standard billing rates. All labor rates will be subject to annual increase.</i></p>			

SIERRA WEST GROUP			
Principal Program Manager/Investigator	\$150	Mechanical / Electrical Estimator	\$110
Principal / Senior Cost Manager	\$125	Civil Engineer / Estimator	\$110
Cost Manager / Quantity Surveyor	\$110	Administrative	\$ 78
<p><i>Overtime rates shall be 1.5 times the rates listed above for hours worked.</i></p>			

COLLINGS & ASSOCIATES			
Principal Engineer	\$205	CAD/Drafting Services	\$115
Senior Engineer	\$175	Administration/Clerical	\$ 85
Staff Engineer	\$149		
<p><i>Rates are subject to change from time to time to reflect increased costs.</i></p>			

REIMBURSABLE EXPENSES

There are no reimbursable expenses figured for this project. All expenses associated with printing for meetings and County approval, and travel and incidental expenses within 60 miles of the project site have been accounted for in the base fee above. If any reimbursable expenses do arise, Architect shall notify the Owner and get authorization prior to incurring said expense. Reimbursable expenses will be billed at a rate of 1.15 times.

Bid set printing for plans and specs shall be paid directly by the Owner to the print vendor. Bid set printing includes plans and specifications for: Contractor(s), Owner, Testing Lab (as applicable) and Inspector.

EXCLUSIONS AND ASSUMPTIONS

Please note that the following are not included in our fees described above: agency application fees, building permit fees, utility company fees, and hazardous materials assessment.

ARCHITECTURAL ASSUMPTIONS/EXCLUSIONS:

- Assume the existing site is adequate to support the new buildings.
- Assume the existing commercial kitchen is adequate to support the new buildings.
- Assumed construction schedule is 6 months.
- Assumed services and/or information to be provided by Owner:
- A boundary survey, including existing easements (if any), together with any necessary supplemental topographic location field survey data in digital format.
- A Geotechnical Engineering Report containing recommendations addressing all aspects of the proposed improvements including grading, paving, trenching and concrete flatwork construction, stormwater design and additional studies as appropriate.
- Utility service requirements.
- Acquisition of all permits and approvals.
- Performance of all bid services and printing of contract documents and advertising for bids.
- Overall project and consultant team management, construction contract document package, overall opinion of construction cost (we will provide plans and technical specifications and opinion of construction cost only for those items we design).
- Potholing or other forms of physical investigation, as required.
- An updated title report on the property with copies of referenced plottable recorded documents.

STRUCTURAL ENGINEER ASSUMPTIONS/EXCLUSIONS:

- This proposal is based on the buildings being supported on shallow reinforced concrete foundations.
- Structural anchorage calculations and details for owner-furnished, owner installed (OFOI) equipment is excluded.
- The fees and scope of work described above are contingent upon a continuous schedule of work. Project related work that is delayed or deferred for a period of over 90 days will be subject to restart fees.

MECHANICAL ENGINEER ASSUMPTIONS/EXCLUSIONS

- Assumes no involvement for adjustments or clarifications of the project, stemming from agencies, after agency approvals.
- Excludes comparative studies.
- Excludes acoustical engineering.
- Assumes record drawings will be the responsibility of the contractor and we will review their final product.

ELECTRICAL ENGINEER ASSUMPTIONS/EXCLUSIONS

- Communications shall be coordinated with the Owner. We shall not specify any equipment, but shall specify cabling raceways, backboards, etc.
- This project shall be done as a single project/permit, and not have multiple sets of drawings, for example for phasing.
- As-built costs are not included in this proposal. Although minor compared to all other fees, it is far too dependent on the electrical contractor chosen to do the work.

FIRE PROTECTION ENGINEER ASSUMPTIONS/EXCLUSIONS

- Fire hydrant flow testing is excluded from our proposal.
- Water supply upgrades; this proposal is based upon adequate flow and pressure available at the site for the fire sprinkler system supply. If a new fire pump/water supply system is required, the design and engineering cost will be at additional cost.

Services will be managed by Rosa E. Alvarado, Architect – license number C-29353 and Jeffrey Haight – license number S4313.

We will bill you monthly on a percentage complete basis. You will pay us within 30 days of the billing date. We reserve the right to stop work at any time that your account is not current. You are entitled to a copy of all work, reproduced at your expense, when your account is current.

Either of us may terminate this agreement for any reason by seven (7) days' written notice. We agree to stop work immediately upon receiving your notice, except for a reasonable time during the seven-day notice period to put the documents in order and to close down the project; you agree to pay us for such work.

Thank you for this opportunity to be of service. We pledge to provide you with the technical expertise, service ethic, leadership and passion to deliver a renewed home base for the USFS at the Santa Ynez Valley Airport.

Sincerely,



Jefferey Haight, Structural Engineer
19six Architects & Engineers



Rosa Alvarado, Architect
19six Architects & Engineers