CONTRACT for CONSULTANT SERVICES FOR

Master Planning Design Consultant Services for
Gen Govt. – COC – County Operations Center Master Planning
Project #350070.03

Contract made on the _____ day of _____ in the year Two Thousand and Sixteen

BETWEEN the Owner: the County of San Luis Obispo hereinafter referred to as "**County**",

and the Consultant: Fraser Seiple Architects, hereinafter referred to as "**Consultant**",

For the following services: **Master Planning Design Consultant Services for Gen Govt. - COC – County Operations Center Master Planning, Project #350070.03** at the County Operations Center (COC), multiple County-owned facilities and property located at Highway 1 and Kansas Avenue, San Luis Obispo, California 93405 (the "Project").

That for and in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1 - RESPONSIBILITY AND SERVICES OF CONSULTANT

1.1 Commencing with a written Notice to Proceed, the **Consultant** will provide the services as described in the following Exhibits attached hereto and incorporated herein by reference as though here fully set forth:

EXHIBIT "A" - SCOPE OF SERVICES
EXHIBIT "B" - PAYMENT SCHEDULE
EXHIBIT "C" - SCHEDULE OF WORK
EXHIBIT "D" - SUB-CONSULTANT LIST

1.2 Coordination: In the performance of the **Consultant's** services under this Contract, the **Consultant** agrees that they will maintain such coordination with County Personnel as follows:

The County Project Coordinator shall act as primary contact as described in Article 2.1. Although the **Consultant** may coordinate with other **County** departments/personnel including Administration, Planning, Sheriff, Probation, Health and others as needed, only the Project Coordinator is authorized to give written approvals for Work that affect the Scope of Work and the Cost of the project on behalf of the **County**.

1.3 Neither the **County's** review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any rights under this Contract, and the Consultant shall be and remain liable to the **County** in accordance with applicable law for all

damages to the **County** caused by the **Consultant's** failure to perform any of the services required under this Contract.

ARTICLE 2 - RESPONSIBILITIES OF THE COUNTY

2.1 The **County** shall designate a representative, as Project Coordinator, authorized to act in the **County's** behalf with respect to the Project. The **County**, or such authorized representative, shall examine the documents submitted by the **Consultant** and shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the **Consultant's** services.

2.2 The **County** shall identify the agencies having jurisdiction over the project.

2.3 The **County** shall pay fees of public agencies having jurisdiction over the Project.

2.4 The **County** shall arrange for the **Consultant** to gain access to all sites necessary to complete its services under this Contract.

2.5 Upon the written request of the **Consultant**, the **County** shall furnish a legal description, parcel map and easements for the site. The **County** shall furnish information regarding the property boundaries and corner stakes.

2.6 The **County** shall furnish information from testing for the soils and geological reports, environmental studies, and other testing and studies conducted by the **County**.

2.7 The **County** shall provide information about the requirements for the Project including budget limitations, scheduling and other programmatic information.

2.8 The **Consultant** shall serve as the **County's** agent in connection with the project. The **Consultant** agrees to cooperate with the County relative to the interrelationships and duties described elsewhere in this Agreement.

ARTICLE 3 - FEE AND METHOD OF PAYMENT

The **County** will pay the **Consultant** a Fixed Fee equal to One-hundred-fifteen-thousand and seven-hundred-forty-five dollars ($115,745) for all work contracted in this Contract as described in Exhibit "A" – Scope of Work. The rate and schedule of payment is outlined in Exhibit "B" – Payment Schedule and includes all services, supplies, materials, overhead, and equipment provided by **Consultant**.

ARTICLE 4 - MODIFICATION OF CONTRACT

This Contract may be modified only by a written amendment signed by the **County** and the **Consultant**. All modifications must be in writing and signed by the **County** representative with the authority to modify this Contract.

ARTICLE 5 - PAYMENT FOR EXTRA WORK OR CHANGES

5.1 Extra work or changes in the scope of work, time of performance, and amount of compensation (collectively, "Additional Services"), shall be authorized in writing prior to commencement of the work by the **County's** Public Works Director. Claims for payment for approved Additional Services must be submitted by the **Consultant** within 30 days of completion of such work, and must be accompanied by a statement of itemized costs covering said work. Payment will not be authorized until said work is satisfactorily completed and approved by the Public Works Director.

5.2 Additional Services shall be performed on a negotiated fixed fee basis. The compensation for Additional Services shall be negotiated using the rates specified in Exhibit "B" - **Consultant's** Hourly Rate, subsection (F). These rates shall be used as information to assist in arriving at a negotiated fee for Additional Services.

ARTICLE 6 - COST DISCLOSURE - DOCUMENTS, RECORDS AND WRITTEN REPORTS

6.1 Pursuant to State of California Government Code, Section 7550, if the total cost of the Contract is over $5,000, the **Consultant** shall include in all final documents and in all written reports submitted, a written summary of cost, which shall set forth the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

6.2 Pursuant to State of California Government Code, Section 8546.7, every **County** contract involving the expenditure of more than $10,000 in public funds is subject to examination and audit of the Auditor General for a period of three years after final payment under the contract. The **Consultant** shall maintain books, records, documents and other evidence, accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitutes "records" for the purposes of this paragraph. The **Consultant** shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers and records of the **Consultant** related to this Contract. The **Consultant** and **County** shall ensure the confidentiality of any records that are required by law to be so maintained.

ARTICLE 7 - SCHEDULE OF WORK

7.1 The **Consultant** shall commence work under this Contract upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in Exhibit "A" – Scope of Work, so as to proceed with and complete the work in compliance with Exhibit "C" - Schedule of Work. Time is of the essence and failure of the **Consultant** to perform work on time is a material breach of this Contract. The **Consultant** is required to comply with all established project deadlines during the course of the **Consultant** services. Any request for time extensions from the **Consultant** shall be in writing, forwarded to the **County** in advance, and subject to **County** approval.

ARTICLE 8 - CONSULTANT STAFF

8.1 The **Consultant** has been selected to perform the work herein because of the skills and expertise of key individuals. The **Consultant** shall contract for or employ at the **Consultant's** expense, **Sub-Consultants** to the extent deemed necessary for design of the project, and licensed as such by the State of California and all other **Consultants** as necessary for development of the project as specified in Exhibit "D" - Sub-Consultant list.

8.2 The **Consultant** shall designate Bruce D. Fraser, AIA, whom, as long as his performance continues to be acceptable to the **County**, shall remain in charge of the services for the Project from beginning of the program development and design through completion of construction support services provided for in this Contract. Additionally, the **Consultant** must furnish the names of all other key people in the **Consultant's** firm who will be associated with the Project. If the designated lead or key person fails to perform to the satisfaction of the **County** upon written notice, the **Consultant** will have 10 working days to remove that person from the Project and replace that person with one acceptable to the **County**. A Project Manager and all lead or key personnel for any **Sub-Consultant** must also be designated by the **Sub-Consultant** and are subject to all conditions previously stated in this paragraph.

ARTICLE 9 - CONFLICT OF INTEREST

9.1 The **Consultant** covenants that the **Consultant** has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the **Consultant.**

9.2 Per Government Code Section 1090, no officer or employee of the **County** shall be financially interested in any contract made by them in their official capacity, or by any body or board of which they are members. The **Consultant** is subject to the requirements of the Political Reform Act as promulgated by the Fair Political Code of Regulations, Title 2, Section 18000 et seq. The **Consultant** shall at all times comply with the applicable provisions therein, including, but not specifically limited to the California Code of Regulations, Title 2, Chapter 7 "Conflicts of Interest," section 18700 et seq. The **Consultant** shall also comply with all applicable provisions of other laws pertaining to conflict of interest requirements. If the **Consultant** must declare a conflict of interest, the **Consultant** shall forthwith report the conflict, in writing, to the **County** and shall provide any additional details requested by the **County** in a timely manner.

ARTICLE 10 - INDEPENDENT CONTRACTOR STATUS

10.1 The **Consultant** shall, during the entire term of the Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow the **County** to exercise discretion or control over the professional manner in which the **Consultant** performs the services which are the subject matter of this Contract. The services to be provided by the **Consultant** shall be provided in a manner consistent with all applicable standards and regulations governing such services.

10.2 The **Consultant** understands and agrees that **Consultant's** personnel are not and will not be eligible for membership in or any benefits from any **County** group plan for hospital, surgical or medical insurance or for membership in any **County** retirement program or for paid vacation, paid sick leave or other leave, with or without pay or for other benefits which accrues to a **County** employee.

ARTICLE 11 - WARRANTY OF CONSULTANT

The **Consultant** warrants that the **Consultant** and each of the personnel employed or otherwise retained by the **Consultant** are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

The **Consultant** warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for them, to solicit or secure the Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the **Consultant**, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of his warranty, the **County** shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 13 - NONDISCRIMINATION

The **Consultant** shall comply with laws and regulations governing nondiscrimination in employment.

13.1 **Nondiscrimination**: The **Consultant**, with regard to the work performed by them during the Contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The **Consultant** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulation.

13.2 **Solicitation for Subcontracts, Including Procurement of Materials and Equipment**. In all solicitation, either by competitive bidding or negotiation, made by the **Consultant** for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **Consultant** of the **Consultant's** obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin.

13.3 **Prohibition:** There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by Government Code section 12940, et seq, or any other law. Gender harassment is included in this prohibition as a form of discrimination.

13.4 **Harassment Warranty and Liability**: All **Consultants** have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment

and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every **Consultant** who violates harassment laws shall be liable to the **County** for all claims, demands, damages, costs, expenses and attorney's fees incurred by the **County** as a result of behavior of any of the **Consultant's** personnel performing this Contract.

ARTICLE 14 - ENTIRE CONTRACT AND MODIFICATION

This Contract including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein, and supersedes all previous contracts, or oral or written understandings with respect to those matters covered hereunder. The **Consultant** shall be entitled to no other benefits than those specified herein. The **Consultant** specifically acknowledges that in entering into and executing this Contract, the **Consultant** relies solely upon the provisions contained in this Contract and no others.

ARTICLE 15 - NON-ASSIGNMENT OF CONTRACT

The parties agree that the expertise and experience of **Consultant** are material considerations for this Contract. **Consultant** may not assign, transfer, delegate or sublet any interest in this Contract or the performance of any of **Consultant's** obligations hereunder without the prior written consent of the **County** and any such assignment, transfer, delegation or sublease of this Contract or any rights, duties or obligations arising hereunder, without the **County's** prior written consent, shall be considered null and void.

ARTICLE 16 - ENFORCEABILITY

If any term, covenant, condition or provision of this Contract, or the application thereof to any person or circumstance, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Contract or the application thereof to any person or circumstance hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 17 - LAW; VENUE

This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such **County** shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

ARTICLE 18 - INDEMNIFICATION

18.1 County Held Harmless – General Liability:
Consultant undertakes and agrees to defend, hold harmless and indemnify the **County**, and any and all **County's** Boards, officers, employees, and successors in interest, from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability of any nature whatsoever for death or injury to any person, including **Consultant's** employees and

agents, or for damage to, or destruction of, any property of either party hereto, or of third persons, in any manner to the extent arising by reasons of the failure of **Consultant** to perform, or **Consultant's** active or passive performance of this Contract, or any of **Consultant's** Sub-consultants, employees, or anyone for whom **Consultant** has obligated itself under this Contract, whether or not contributed to by any act or omission of County or any of the **County's** Boards, officers or employees. This duty shall extend to any allegation or claim of liability except in circumstances found by a jury, judge or arbitrator (in binding arbitration) to be the sole and legal result of the willful misconduct or sole negligence of the County.

18.2 **County Held Harmless – Professional Liability:**
Consultant undertakes and agrees to indemnify and hold harmless **County**, and any and all of **County's** Boards, officers, agents and employees, from and against all losses and expenses, including, but not limited to, reasonable attorney's fees and reasonable costs of litigation, damages or liability of any nature whatsoever, for death or injury to any person, including **Consultant's** employees and agents, or for damage to, or destruction of any property of third persons, in any manner to the extent caused by the negligent performance of the professional services under this Contract on the part of the **Consultant**.

ARTICLE 19 - INSURANCE

The **Consultant**, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period, if applicable and shall provide products/completed operations coverage for four (4) years following completion of the **Consultant's** work under this Contract and acceptance by the **County**. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the **County**, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "**County**" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

19.1 The **Consultant** shall procure the following required insurance coverage, at its sole cost and expense, and maintain in full force and effect for the period covered by this Contract such insurance. All insurance coverage shall be placed with insurers which (1) have a Best's rating of no less than B+VIII and are admitted or authorized insurance companies in the State of California, or (2) insurers of equivalent documented quality which the **County** Risk manager has approved in writing.

19.2 **General Requirements:** The following requirements apply to all insurance to be provided by **Consultant**:

A. A Certificate of Insurance shall be furnished to **County** prior to commencement of work. Upon request by the **County**, **Consultant** shall make available for **County's** review and copying any insurance policy to the **County** within ten (10) working days.

B. Certificates and policies shall state that the policies not be canceled in coverage or changed without thirty (30) days prior written notice to **County** ((10) ten days prior written notice for non-payment of premium). **Consultant** shall provide a thirty (30) day written notice to the **County** prior to implementation of a reduction of limits or material change of insurance coverage as specified herein.

C. Approval of the insurance by **County** shall not relieve or decrease the extent to which the **Consultant** may be held responsible for payment of damages resulting from **Consultant's** services or operations pursuant to this Contract.

D. The parties expressly agree that the indemnification and insurance clauses in the Contract are an integral part of the performance exchanged in this Contract. The compensation stated in this Contract includes compensation for the risks transferred to **Consultant** by the indemnification and insurance clauses.

19.3 **Commercial General Liability Insurance ("CGL"): Consultant** shall maintain in full force and effect, for the period covered by the Contract, Commercial General Liability Insurance with limits of liability of not less than the following: single limit coverage applying to bodily and personal injury, including death resulting there from, property damage, and automobile coverage in the total amount of $2,000,000; and includes the following coverage:

A. Personal Injury and Bodily Injury, including death resulting there from.

B. Property Damage.

C. Automobile coverage, which shall include owned, non-owned and other hired vehicles.

D. The following endorsements must be provided in the CGL policy:

1. If the insurance policy covers an accident basis, it must be changed to "occurrence".

2. The policy must cover personal injury as well as bodily injury.

3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability or interest endorsement.

4. The **County** of San Luis Obispo, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the **County** whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Contract shall be constructed to require **Consultant's** insurance to indemnify **County** in contravention of Insurance Code 11580.04.

19.4 **Professional Liability Insurance: Consultant** shall maintain in full force and effect, for the period covered by this Contract, professional liability "errors and omissions" insurance with limits of liability of not less than $1,000,000 per claim and $2,000,000 aggregate, to cover all services rendered by **Consultant** pursuant to this Contract. Consultant shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

19.5 **Worker's Commercial Insurance:** In accordance with the provisions of Labor Code Section 3700, if **Consultant** has any employees, **Consultant** is required to be insured against liability for Worker's Compensation or to undertake self-insurance. **Consultant** agrees to comply with such provisions before commencing the performance of the Work of this Contract.

ARTICLE 20 - TERMINATION FOR CAUSE

20.1 If the **Consultant** fails to perform **Consultant's** duties to the satisfaction of the **County**, or if the **Consultant** fails to fulfill in a timely and professional manner the **Consultant's** obligations under this Contract, or if the **Consultant** shall violate any of the terms or provisions of this Contract, or if the **Consultant**, **Consultant's** agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the **County**, the **County** shall have the right to terminate this Contract effective immediately upon the **County** giving written notice thereof to the **Consultant**. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. The **Consultant** shall be paid for all work authorized under this contract and satisfactorily completed prior to the effective date of such termination as determined by the **County**.

ARTICLE 21 - TERMINATION FOR CONVENIENCE

County shall have the right to terminate this Contract, without cause, by giving not less than seven (7) days written notice of termination.

If **Consultant** fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, Public Works may terminate this Contract immediately upon written notice.

Public Works Director is empowered to terminate this Contract on behalf of **County**.

In the event of termination, **Consultant** shall deliver to **County** copies of all reports, documents, and other work prepared by **Consultant** under this Contract, if any, and upon receipt thereof, **County** shall pay **Consultant** for services performed and supplies, materials, and equipment provided by **Consultant** to the date of termination.

ARTICLE 22 - SUSPENSION OF SERVICES

County may, without cause, order **Consultant** to suspend, delay or interrupt ("suspend") services pursuant to this Contract, in whole or in part, for such periods of time as **County** may determine in its sole discretion. **County** shall deliver to **Consultant**, written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and **Consultant** shall be compensated for such delay to the extent provided under this Contract.

Notwithstanding anything to the contrary contained in the Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which **Consultant** is responsible.

ARTICLE 23 - OWNERSHIP OF DATA

23.1 The ownership of all data collected for use by the **Consultant** under this Contract, together with working papers, diagrams, and other material necessary to a complete understanding of the program and necessary for the practical use of the program shall be vested in the **County** following compensation to the **Consultant** for services covered by the terms of this Contract. The **Consultant** may retain a copy of all work for his own use.

23.2 The **Consultant** shall provide copies for each Deliverable item, in quantities as specified in Exhibit "A", to the **County** as part of this Contract.

23.3 In the event of early termination, the **Consultant** shall furnish the **County** all finished or unfinished Documents; data; surveys; calculations; diagrams and technological data and reports prepared by the **Consultant** under the terms of this Contract and in the editable formats described in Section 21 above.

COMMUNICATIONS

Communications between the parties to this Contract shall be sent to the following addresses:

County: County of San Luis Obispo
Public Works Department
976 Osos Street #207
San Luis Obispo, California 93401
Attention: Steve Neer
Associate Capital Projects Coordinator
(805) 781-5252
sneer@co.slo.ca.us

Consultant: Fraser Seiple Architects

971 Osos Street

San Luis Obispo, CA 93401

Attn: Bruce D. Fraser, AIA

Principal Architect

(805) 544-6161

bruce@fraserseiplearchitects.com

NOTHING FURTHER FOLLOWS EXCEPT SIGNATURES

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ACCEPTED AND AGREED this _____ day of _____, 2016.

CONSULTANT:

BY: _____

TITLE: PRINCIPAL

CORPORATE CERTIFICATE

I,_____ , certify that I am the Secretary of the Corporation named as Consultant in the foregoing Agreement; that who signed said Contract on behalf of the Consultant, was then _____ of _____ said Corporation; that said Contract was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

_____
Secretary

(Corporate Seal)

COUNTY OF SAN LUIS OBISPO

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

BY: _____
DAVID STOTLAND
Deputy County Counsel

DATE: 7/25/16

RECOMMENDED BY:

Dave Flynn
for WADE HORTON
Public Works Director

OWNER:

COUNTY OF SAN LUIS OBISPO

By:

_____
Chairperson of the Board of Supervisors

Approved by Board action on

_____, 20___

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

EXHIBIT A
SCOPE OF WORK

Consultant agrees to provide the services described below, according to the schedule set out in Exhibit C, entitled Schedule of Work. Such services shall be performed in phases, with each succeeding phase begun only upon Notification to Proceed given by the **County**. At all times herein, Consultant shall be familiar with, and advise and assist the County in complying with Environmental Planning and Building Code setbacks and requirements, shared utility agreements, easements, access, Right of Entry and all other agreements that the County has with various local, State and Federal Departments regarding this project.

The Consultant shall coordinate and communicate with County personnel, including but not limited to County Public Works, Planning and Building and Administrative Office staff, on all aspects of the Scope of Work and the Project during the term of the contract.

1. Phase 1 - Background Data Assembly

Manage project correspondence and maintain files for consultant team; gather and distribute documentation; direct team activities and enforce schedule commitments.

Assemble all pertinent information concerning the property and existing structures' regulatory, legal, and physical description; coordinate the acquisition of additional information as required. The County will make all existing background information in County possession (i.e. Area Plan requirements for development and other site constraint information) available to consultant team; acquire additional information as required for team's use.

Provide a conceptual Storm Water Plan that shows riparian buffers, existing drainage features, including existing drainage outlet points to creeks and areas that may need storm water management.

In coordination with County Environmental Health review and perform an initial assessment (available document review) of any known hazardous material locations or underground storage tank locations.

The consultant may use any or all of the information provided by the County in the preparation of the Master Plan. However, the consultant must verify the accuracy of all information submitted by the County and shall not adopt any of the conclusions of the documents without independent analysis. The consultant shall be solely responsible for the contents of the Master Plan.

The following materials and documents contain information and standards applicable to the project site:

- County Operations Center, Phase 1 Master Plan Report

- County Operations Center Master Plan Aerial
- County Operations Center Master Plan Constraints
- Oklahoma Ave Ext Master Plan Geotechnical Feasibility Study
- Oklahoma Ave Extension Master Plan Addendum No. 1
- Former Kansas Ave Landfill Trenching Report
- COC Utility Plan Overlay
- COC Utilities Site Mapping
- Facilities Condition Assessment (FCA) Reports and Data for County Operations Center facilities
- Additional maps, plans and reports as identified in project phase of background data review

Prepare an Existing Conditions Report that summarizes the following site development features:

a. Physical mapping and surveying, boundaries, easements and utilities, extents of old Camp SLO landfill area

b. Code review and land use review, including fire & life safety, energy conservation and accessibility requirements

c. Hydrology study showing modeling of inundation levels and topographical features to enhance existing topo and aerial survey data

d. Environmental Constraints analysis update from early 2000's version of Master Plan with current Planning and Building Department, State or Federal Agency requirements.

e. Existing Facility Condition Assessments and Evaluations compiling Fiscal Data for building deferred maintenance as well as current proposed capital improvement projects, maintenance and utility infrastructure projects.

2. <u>Phase 2 - Needs Assessment</u>

Manage project correspondence and maintain files for consultant team; gather and distribute documentation; direct team activities and enforce schedule commitments.

Review 2002 Master Plan program data and space needs. Format and assemble updated programming requirements by Department, developed in 2014 and 2015. Prepare questionnaires for Departmental County Staff for additional program information, space needs and growth projections over the next 20 years.

Meet with County Departmental representatives to clarify and update programmatic information related to usage of facilities at the COC. There will be approximately 8-10 meetings to communicate and gather program information. Provide a table showing existing and forecasted space requirements by Department/Stakeholder.

Based on information gathered in stakeholder meetings and subsequent discussion, develop and revise quantitative and qualitative program requirements for the comprehensive site planning of the campus.

Prepare a Needs Assessment Report incorporating conceptual fiscal data and project estimated costs. Stakeholders and Client Department will review and comment on Needs Assessment Report.

3. Phase 3 – Master Planning

Manage project correspondence and maintain files for consultant team; gather and distribute documentation; direct team activities and enforce schedule commitments.

Develop preliminary 20-Year Master Plan from compiled Needs Assessment Report. Three optional site configurations to include Hydrology and Storm Water studies as well as Sustainability Planning opportunities for solar photovoltaic rooftop or parking areas, pv thermal or hydronic, wind control, landscape water conservation, groundwater recharge areas.

Preliminary Master Plan options are to include site and building locations for expanded facilities of various County Departments along the County Operations Center campus and Oklahoma Avenue expansion area. Master Plan concepts are to identify constraints and include conceptual utilities and infrastructure, transportation and drainage systems. Preliminary Master Plans to be in large scale print and electronic format with supporting narrative materials. Preliminary Master Plans to be reviewed in a meeting by County Staff and Client Departments and selection of a preferred option for refinement and development.

Detailed Master Plan is to include the preferred option selected from the Preliminary MP options. Final Master Plan Site Plan and Design to be comprised of the following:

a. Site and Building expansion areas for various County Departments showing detailed sizing and building configurations.

b. Environmental factors, land use and planning constraints overlay and analysis.

c. Public and County Departmental Staff parking areas, circulation and transportation elements including public bus stops and accessibility features

d. Expansion of site infrastructure and utilities

e. Hydrology and drainage study and analysis, developed Storm Water Management Plan showing natural/riparian features and related structural basins, swales and other Low Impact Development features

f. Sustainability Planning for photovoltaic solar, pv thermal or hydronic, drought-tolerant and water conservation landscaped areas overlay and analysis.

Final detailed Master Plan option is to be presented at 95% completion level for input and feedback from County Staff and Client Departments. Fiscal Planning of the Detailed Master Plan

will further refine the Needs Assessment facility project budgets and infrastructure costs into estimates for planning purposes. Analyze existing and potential new funding sources/mechanisms for applicability to the project. Generate a financial overview document listing facility and infrastructure costs, assigned funding mechanism(s) and timing/phasing. Draft form of financial overview document to be reviewed by County Staff for any comments or revisions.

Final Master Plan document production will combine all components into a Master Plan Report (8.5" x 11" and electronic) and large scale graphic Master Plan (24" x 36" or larger and electronic). Generate a GIS mapped collection of Master Plan component files and metadata per County specifications and requirements and submit Draft version for County review and final comment.

Final Master Plan graphic and report presentation findings and work product to be put in presentation format for County Board of Supervisor's Agenda and Meeting coordinated with County Staff at a date to be determined per final schedule.

4. General

All of the services furnished by Consultant under this Contract from the inception of this Contract until termination of this Contract shall meet the professional standards and quality which prevail among architects of superior knowledge and skill engaged in similar works on projects throughout California under the same or similar circumstances. All services performed by Consultant shall be in compliance with all applicable federal, state, and local codes, rules and regulations which are in force at the time such services are rendered, including the Division of State Architect's regulations and guidelines for general practices of an architect.

Consultant shall exercise its best professional efforts to ensure attendance of all appropriate personnel at all meetings and presentations, as necessary, including, but not limited to, all sub-consultants, subcontractors, or employees or persons under the direction or control of the consultant.

Consultant shall exercise its best efforts to coordinate the activities of the County, such that the County may provide timely decisions to the client Departments, consultants and architects to reach mutually agreed upon decisions on matters affecting the progress of the work, and to coordinate County's input and decisions that affect the performance of the overall Project.

END OF EXHIBIT A

EXHIBIT B
PAYMENT SCHEDULE

PAYMENTS TO THE CONSULTANT

A. COMPENSATION:

The consideration to be paid **CONSULTANT**, as provided herein, shall be full compensation for all of the **CONSULTANT'S** services and expenses incurred in the performance hereof, including office expenses, materials, equipment, travel, per diem, and any other direct or indirect expenses incident to providing those services.

B. REIMBURSABLE EXPENSES - Not used

C. PAYMENT TO CONSULTANT:

1. Compensation for Basic Services shall be based upon the following lump sum amounts for each Phase contemplated under this Agreement.

2. The fee for the Scope of Services described in Exhibit A shall be paid in proportion to the following fee distribution:

BACKGROUND DATA ASSEMBLY (32.5%)	$ 37,640
NEEDS ASSESSMENT (17.8%)	$ 20,600
MASTER PLANNING & DOCUMENTATION (49.7%)	$ 57,505
TOTAL	**$** 115,745

D. METHOD OF PAYMENT:

1. **CONSULTANT'S** invoices, along with Sub-Consultant's verification of payment by **CONSULTANT**, shall be in a format approved by the **COUNTY**, and are to be submitted in duplicate to the **COUNTY** via the **COUNTY'S PROJECT COORDINATOR**.

2. Upon receipt and approval of **CONSULTANT'S** invoices, the **COUNTY** agrees to make payment as follows:

   a. Monthly payments for percentage of work completed based on the **CONSULTANT'S** progress up to ninety-five percent (95%) of the fee for the phase; with one hundred percent (100%) payment

upon the acceptance and approval of the Phase by the **COUNTY**, indicated by the **CONSULTANT** receiving a Notice to Proceed for the following Phase.

3. **Consultant** shall submit to the **County** on a monthly basis, documentation showing proof that payments were made to all sub-consultants for the last payment period.

E. BILLING RATES FOR ADDITIONAL SERVICES

1. ADDITIONAL SERVICES, when authorized in writing by the **COUNTY** shall be performed by the **CONSULTANT** for a negotiated fee based on the **CONSULTANT'S** hourly rates listed in item **F. CONSULTANT'S HOURLY RATE**.

2. The following **CONSULTANT** and Sub-Consultant hourly rates include overhead, administrative costs and profit and are valid through the period shown in Exhibit C, Schedule of Work. If the schedule is extended past the scheduled completion date for reasons other than delays by the **CONSULTANT**, or if the project is suspended for a timeframe exceeding 180 calendar days, hourly rates for Additional Services may be adjusted for inflation by the **CONSULTANT**

3. These rates shall be used as information to assist in arriving at a NEGOTIATED FEE for ADDITIONAL SERVICES. These rates are for informational purposes only and the NEGOTIATED FEE (negotiated and reduced to writing before additional services are performed) shall be controlling.

F. CONSULTANT'S HOURLY RATE

The following rates, which include all overhead, administrative costs and profit, will be used in arriving at fees. Modifications to the Consultant's Hourly and Task Rate Schedule may be only made as described in Article 5 of the Contract.

For services billed on a **Time and Materials** basis, the following hourly rates will apply:

Fraser Seiple Architects	Price Per Hour
Principal	$135
Architect	$110
Senior Drafter	$76
Junior Drafter	$62
Administrative Staff	$50

Specialty Sub Consultant Staff	
Greg Allen Barker, AIA	**Price Per Hour**
Principal	$145

KVC Engineering / Ground Up Design & CM	Price Per Hour
Civil Engineer	$150
Engineering Tech	$100
Project Manager	$100

KVC Engineering / Ground Up Design & CM	Price Per Hour
Managing Principal	$300
Principal	$275
Director	$225
Vice President	$195
Senior Associate	$175
Associate	$135
Analyst	$95

Reimbursable expenses are in addition to compensation for services provided under Hourly Rate Fee Schedule or Task basis, and include expenses for long-distance communication, reproduction, transportation, supplies, materials and postage. Reimbursable expenditures shall be billed at actual cost.

END OF EXHIBIT B

EXHIBIT C
SCHEDULE OF WORK

1. SCHEDULE OF WORK

A. PROGRESS CHART

1. Within five (5) working days after the Notice to Proceed, the **CONSULTANT** shall submit SCHEDULE OF WORK to the **COUNTY** for review and approval. The SCHEDULE OF WORK shall be in the form of a progress chart clearly delineating all phases, review dates and deadlines. The SCHEDULE OF WORK shall also delineate relationship to the **COUNTY** and other regulatory agencies required project reviews and other tasks.

2. The **CONSULTANT** shall update the SCHEDULE OF WORK at the completion of each Phase and shall deliver the SCHEDULE OF WORK to the **COUNTY** with the **CONSULTANT'S** monthly billing for completion of each Phase.

B. SCHEDULE OF PHASES

1. The **CONSULTANT** shall complete all work and services required for each of the Phases within the TIME LIMIT listed below. The TIME LIMIT for each Phase is the number of consecutive working days, as noted, from the date of the written Notice to Proceed for each Phase through the completion date of all work and services required for that Phase. The TIME LIMIT does not include time required for reviews by the **COUNTY** and other regulatory agencies for each of the Phases within the TIME LIMIT listed below, Time is of the essence and failure of **CONSULTANT** to perform work on time is a material breach of this Agreement.

PHASE 1 -BACKGROUND DATA ASSEMBLY:

TIME LIMIT: 50 working days

PHASE 2 - NEEDS ASSESSMENT:

TIME LIMIT: 35 working days

PHASE 3 - MASTER PLANNING and DOCUMENT PRODUCTION:

TIME LIMIT: 55 working days

EXHIBIT D
SUB-CONSULTANT LIST

SUB-CONSULTANTS

The following are the specialty **Sub-Consultant** firms and Project Principle that the **Consultant** will utilize for the work required by this Contract. Written approval by the **County** is required to change or add to this list. The **County** reserves the right to reject the use of any SUB-**Consultant**. Nothing in the foregoing procedure shall create any contractual relationship between the **County** and any **Sub-Consultant** used by the **Consultant**. The **Consultant** shall update addresses and phone numbers if they occur.

A. FIRMS

1. Greg Allen Barker, AIA, project principal Greg Barker, AIA; 120 Cerro Romauldo Ave., San Luis Obispo, CA 93405; gabarker@sbcglobal.net ; specialization: programming, forecasting
   Name, postal address, email address, specialization

2. KVC Engineering/Ground Up Design and Construction Management, project principal Keith Crowe, PE; P.O. Box 832, Atascadero, CA 93423; kvcrowe@charter.net ; specialization: hydrology, utilities, civil engineering
   Name, postal address, email address, specialization

3. BAE Urban Economics, project principal Matt Kowta, MCP; 706 South Hill St. Suite 1200, Los Angeles, CA 90014; mkowta@bae1.com ; specialization: urban economics
   Name, postal address, email address, specialization

4. Rincon Consultants, project principal Craig Huff ; 1530 Monterey St., Suite D, San Luis Obispo, CA 93401; chuff@rinconconsultants.com ; specialization: GIS mapping, conversion
   Name, postal address, email address, specialization

END OF EXHIBIT D